

**FILLMORE COUNTY
BOARD OF COMMISSIONERS
MEETING AGENDA
October 13, 2020**

Fillmore County Courthouse, 101 Fillmore Street – Preston, MN

Mitch Lentz – First District

Larry Hindt – Third District

Randy Dahl – Second District

Duane Bakke – Fourth District

Marc Prestby – Fifth District

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**The Fillmore County Board continues to have in-person / virtual meetings so that the public can  
participate in the meeting by phone if they choose.**

**To participate by phone: Dial Toll Free 1-844-621-3956 or US Toll 1-415-655-0001 and then enter the  
Access Code: 146 020 1483**

9:00 a.m.     Pledge of Allegiance

                 Approve agenda

                 Approve Consent Agenda:

1.   October 6, 2020 County Board minutes

                 Approve Commissioners' Warrants

                 Review Finance Warrants

9:05 a.m.     Kyle Kohls, Christina Welke and Jason Twaddle, Marco Inc.

1.   Presentation regarding Managed IT upgrade for cybersecurity

9:15 a.m.     Cristal Adkins, Zoning

1.   Consider approval of an Access Permit request for Menno & Sara Miller on property  
         located in Section 4, Sumner Township

9:20 a.m.     Drew Hatzenbihler, Sanitation

1.   Consider hauler's license for GFL Environmental Inc.

9:30 a.m.     Citizens Input

9:35 a.m.     Kevin Olson, Social Services

1.   Consider approval of 2020/21 CSP Grant Contract between Fillmore County and DHS
2.   Consider approval of 2020/21 Respite Care Addendum between Fillmore County and  
         DHS

9:45 a.m.     Ron Gregg, Highway

1.   Consider approval of a final payment resolution for Contracted Rock to Bruening Rock  
         Products

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9:50 a.m. Bobbie Hillery, Administrator

1. Discussion with possible action regarding COVID-19
  - a. Business Grants – update
  - b. Non-Profit Grants
2. Consider award of lease of County Farm land
3. Discussion with possible action regarding General Election Canvassing Board
  - a. November 12, at 10:00 a.m. with two Commissioners
4. Discussion with possible action regarding Marco, Inc. Managed IT upgrade

Calendar review, Committee Reports and Announcements

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

|                       |          |                                          |                |
|-----------------------|----------|------------------------------------------|----------------|
| Tuesday, October 13   | 8:00 am  | Facilities                               | Hindt, Dahl    |
|                       | 9:00 am  | County Board, regular meeting, Boardroom | All            |
| Thursday, October 15  | 10:00 am | Historical Society, Fountain             | Bakke          |
|                       | 4:30 pm  | SWCD, Preston                            | Bakke          |
| Tuesday, October 20   | 8:00 am  | Law Enforcement                          | Prestby, Lentz |
|                       | 9:00 am  | Technology                               | Prestby, Lentz |
| Wednesday, October 21 | 9:00 am  | Basin Alliance, Rochester                |                |
| Monday, October 26    | 6:00 pm  | Zumbro Valley Health Center, Rochester   | Lentz          |
| Tuesday, October 27   | 8:30 am  | Highway Committee, Preston               | Bakke, Prestby |
|                       | 9:00 am  | County Board, special meeting, Boardroom | All            |

**COMMITTEE OPENINGS:**

|                                               |                                      |
|-----------------------------------------------|--------------------------------------|
| Community Corrections Task Force – District 2 | meets quarterly at noon              |
| Community Corrections Task Force – District 1 |                                      |
| Community Corrections Task Force – At Large   |                                      |
| Extension – At-large                          | Meets quarterly at 7pm               |
| Zumbro Valley Health Center – At Large        | Meets Monthly, fourth Monday at 6 pm |
| Zumbro Valley Health Center – At Large        |                                      |

This is a preliminary draft of the October 6, 2020, minutes as interpreted by the Clerk of the Board for use in preparing the official minutes. It is expected that there will be corrections, additions, and/or omissions before the final minutes are reviewed and officially approved by the County Board.

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The Board of County Commissioners of Fillmore County, Minnesota met in special session this 6<sup>th</sup> day of October, 2020, at 9:00 a.m. in the Commissioners' Board Room, Fillmore County Courthouse, in the City of Preston.

The following members were present: Commissioners Marc Prestby, Larry Hindt, Randy Dahl, Mitch Lentz and Duane Bakke. Also present were: Bobbie Hillery, Administrator/Clerk; Lori Affeldt, Finance Director; Cristal Adkins, Zoning; Ron Gregg, Highway; Brent Kohn, Highway; Kristina Kohn, Human Resources; Chris Hahn, EDA; Karen Reisner, Fillmore County Journal.

Also present via Webex: Erik Hildebrand, MN DNR; Pam Schroeder, Highway; Jessica Erickson, Public Health; Kristi Ruesink, Office Support Specialist, Sr.; Bonita Underbakke.

The Pledge of Allegiance was recited.

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

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

1. September 22, 2020 County Board minutes
2. Renewal of Tobacco License for the period of October 1, 2020 through September 30, 2021 as approved by the Auditor/Treasurer for the following businesses: Kwik Trip, American Legion Post #526, Preston Motor Mart, S&A Petroleum dba Preston Motor Mart, Shooters, Casey's Retail Store dba Casey's General Store, Family Dollar, Goodie & Gas, and Gureck Inc. dba Cenex Gas Station

Discussion ensued regarding the Pop-Coffee Fund in the County Office Building. It was noted that the dollars need to be recorded within the General Fund.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the Commissioners' Warrants.

The Finance Department Warrants were reviewed.

Erik Hildebrand, MN DNR, provided a virtual presentation of CWD and Deer Hunting in Fillmore County.

The Citizen's Input portion of the meeting was opened and closed at 9:32 a.m.

Cristal Adkins, Zoning Administrator was present.

On motion by Dahl and seconded by Lentz, the following resolution was unanimously adopted:

**RESOLUTION 2020-056:** Jonathan & Kathryn Schroeder for a Conditional Use Permit.

On motion by Hindt and seconded by Bakke, the following resolution was unanimously adopted:

**RESOLUTION 2020-057:** Steuart Custom Manufacturing for a Conditional Use Permit.

On motion by Bakke and seconded by Lentz, the following resolution was unanimously adopted:

**RESOLUTION 2020-058:** Craig & Julene Stortz for a Conditional Use Permit.

On motion by Dahl and seconded by Lentz, the Board unanimously approved an Access Permit request for Kent & Vicky Duxbury on property located in Section 12, Fillmore Township.

On motion by Dahl and seconded by Hindt, the Board unanimously approved an Access Permit request for Reuben & Lydia Zook on property located in Section 25, Preston Township.

Ron Gregg, Highway Engineer; Brent Kohn, Maintenance Superintendent were present.

On motion by Bakke and seconded by Hindt, the Board unanimously approved the purchase of a 2,000 gallon, dual wall fuel tank for the Canton Shop, from True North Steel with the low quote of \$6,388.09.

A motion was made by Bakke and seconded by Prestby, to approve the purchase of a new 2020, 11' Road Groomer and Hydraulic Pump Kit, from Road Groom Manufacturing, totaling \$17,550. The Chair called for a vote: Commissioners voting "aye": Prestby, Hindt, Lentz and Dahl. Commissioners' voting "nay": Lentz. The motion prevailed.

On motion by Dahl and seconded by Lentz, the Board unanimously approved to advertise three bridge replacement projects for year 2021, the projects are: SAP 023-623-028 Bridge No. 92511 on CSAH 23 in Amherst, SAP 023-606-003 Bridge No. 92532 on CSAH 6 in Chatfield Township, and LOST 88927-102 Bridge No. 88927 on 102 in Sumner Township.

On motion by Bakke and seconded by Dahl, the Board unanimously approved Work Order No. 1 for the Design of the 8-bay T-Hanger at the Fillmore County Airport.

On motion by Bakke and seconded by Dahl, the Board unanimously approved Work Order No. 2 for the Design and Relocation of the Automated Weather Observation System (AWOS) at the Fillmore County Airport.

The Chair recessed the meeting at 10:24 a.m. and resumed back in session at 10:30 a.m.

Kristina Kohn, Human Resources was present.

On motion by Dahl and seconded by Hindt, the Board unanimously approved to hire Kyle Chiglo as replacement Maintenance Specialist at \$22.07/hour, Grade 8/Step 1, effective 11/2/2020 as requested by the Highway Engineer and recommended by the Hiring Committee.

On motion by Hindt and seconded by Dahl, the Board unanimously approved to advertise for Public Health Nurse (PHN) in replacement of Lead Public Health Nurse as requested by the Director of Nursing.

Bobbie Hillery, Administrator was present.

On motion by Lentz and seconded by Hindt, the following resolution was unanimously adopted:  
**RESOLUTION 2020-059:** 7<sup>th</sup> Extension of Emergency Declaration

Hillery presented the CARES ACT COVID-19 spreadsheet for Board review of the following dollar disbursements and purchases.

On motion by Bakke and seconded by Lentz, the Board unanimously approved CARES School Grant dollars in the amount totaling \$547,077.83.

On motion by Bakke and seconded by Lentz, the Board unanimously approved CARES Business Grant dollars in the amount totaling \$642,143.00, provided these businesses can prove the loss of revenue or COVID-19 expenses.

On motion by Lentz and seconded by Hindt, the Board unanimously approved the purchase of an Immunization Trailer, only if this item was approved by the State and CLA, including the graphics, generator, and furniture, if approved by the State, with a total not to exceed \$33,900.00.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the purchase of 47 headset telephones for Public Health and Social Services staff from Marco, in the amount of \$26,753.40.

On motion by Lentz and seconded by Hindt, the Board unanimously approved the purchase 24 laptops, additional docking stations and monitors from Marco, in the amount of \$35,126.38 for the equipment.

On motion by Dahl and seconded by Hindt, the Board unanimously approved the purchase a portable refrigerator \$2,199 unit with the \$699 freezer panel and dual zone temp monitoring system for \$196; totaling \$3,094.00.

On motion by Hindt and seconded by Bakke, the Board unanimously approved the request to purchase licenses for Microsoft Teams platform for the Public Health Department to utilize for virtual meetings.

On motion by Lentz and seconded by Dahl, the Board unanimously approved the request by Social Services for \$12,733.20 which includes \$7,743.20 for the Hiawatha Valley Prescriber Support Services due to additional mental health needs for multi-counties and an additional \$5,000 for EGA emergency assistance funds.

On motion by Bakke and seconded by Dahl, the Board unanimously approved the request for CARES Small City dollars for the City of Whalan in the amount of \$1,799.49 for the technology to hold public meetings and work remotely.

On motion by Hindt and seconded by Dahl, the Board unanimously approved the request for four desktop printers to be used during the election process with CARES Election dollars, not to exceed \$600.

On motion by Bakke and seconded by Lentz, the Board unanimously approved the request to use internal staff and hire additional staff if needed, staying within the allowed budgeted amount, to help with the election process.

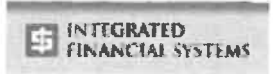
Hillery noted that CliftonLarsonAllen provided a letter regarding an extension of our audit to secure the necessary items, noting that the inventory and contracts payable for the Highway had not been received in time for them to complete the audit.

A review of the calendar was done with the following committee reports and announcements given:  
Bakke/Prestby – Preston Township

On motion by Bakke and seconded by Lentz, the Board chair adjourned the meeting at 11:20 a.m.

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10/8/20 1:06PM  
1 County Revenue Fund

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



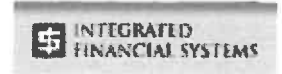
Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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| Vendor | Name                                   | Rpt  | Warrant Description | Invoice #                      | Account/Formula Descripti | 1099                        |
|--------|----------------------------------------|------|---------------------|--------------------------------|---------------------------|-----------------------------|
| No.    | Account/Formula                        | Accr | Service Dates       | Paid On Bhf #                  | On Behalf of Name         |                             |
| 11     | DEPT                                   |      | District Court      |                                |                           |                             |
| 6529   | Larson Vagts Law                       |      |                     |                                |                           |                             |
|        | 01-011-000-0000-6261                   |      | 1,280.00            | Court Appt Attorney - CHIPS    | 23- JV- 20- 444           | Court Appointed Attorneys Y |
|        |                                        |      |                     | 08/24/2020 09/22/2020          |                           |                             |
|        | 01-011-000-0000-6261                   |      | 500.00              | Court Appt Attorney - Civil    | 23- PR- 17- 289           | Court Appointed Attorneys Y |
|        |                                        |      |                     | 07/13/2020 09/02/2020          |                           |                             |
|        | 01-011-000-0000-6261                   |      | 980.00              | Court Appt Attorney - Civil    | 23- PR- 20- 442           | Court Appointed Attorneys Y |
|        |                                        |      |                     | 08/21/2020 09/21/2020          |                           |                             |
|        | 01-011-000-0000-6261                   |      | 880.00              | Court Appt Attorney - CHIPS    | 753, 406, 408             | Court Appointed Attorneys Y |
|        |                                        |      |                     | 08/07/2020 09/08/2020          |                           |                             |
| 6529   | Larson Vagts Law                       |      | 3,640.00            | 4 Transactions                 |                           |                             |
| 11     | DEPT Total:                            |      | 3,640.00            | District Court                 | 1 Vendors                 | 4 Transactions              |
| 41     | DEPT                                   |      | Auditor/Treasurer   |                                |                           |                             |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |                     |                                |                           |                             |
|        | 01-041-000-0000-6408                   |      | 549.95              | Supply- Passport Photo Printer | 5750664                   | Other Office Supplies N     |
|        |                                        |      |                     | 09/02/2020 09/02/2020          |                           |                             |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 549.95              | 1 Transactions                 |                           |                             |
| 41     | DEPT Total:                            |      | 549.95              | Auditor/Treasurer              | 1 Vendors                 | 1 Transactions              |
| 45     | DEPT                                   |      | Accounting Services |                                |                           |                             |
| 6648   | Clifton Larson Allen LLP               |      |                     |                                |                           |                             |
|        | 01-045-000-0000-6285                   |      | 15,000.00           | Audit Service - 2019 Audit     | 2599629                   | Professional Fees Y         |
|        |                                        |      |                     | 08/30/2020 08/30/2020          |                           |                             |
|        | 01-045-000-0000-6285                   |      | 17,650.00           | Audit Service - 2019 Audit     | 2620777                   | Professional Fees Y         |
|        |                                        |      |                     | 09/28/2020 09/28/2020          |                           |                             |
| 6648   | Clifton Larson Allen LLP               |      | 32,650.00           | 2 Transactions                 |                           |                             |
| 45     | DEPT Total:                            |      | 32,650.00           | Accounting Services            | 1 Vendors                 | 2 Transactions              |
| 91     | DEPT                                   |      | County Attorney     |                                |                           |                             |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |                     |                                |                           |                             |
|        | 01-091-000-0000-6242                   |      | 252.00              | Annual Atty Reg MN Sup Crt- MH | 000194448                 | Membership Dues N           |
|        |                                        |      |                     | 09/10/2020 09/10/2020          |                           |                             |
|        | 01-091-000-0000-6377                   |      | 30.00               | Certified Copy Fee - Severson  | IOWJU200897326            | Fees And Service Charges N  |
|        |                                        |      |                     | 09/15/2020 09/15/2020          |                           |                             |

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1 County Revenue Fund

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|--------|------------------------------------------|------|---------|--------------------------------|---------------|------------------------------------|------|
| No.    | Account/Formula                          | Accr |         | Service Dates                  | Paid On Bhf # | On Behalf of Name                  |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH   |      | 282.00  |                                |               |                                    |      |
|        |                                          |      |         | 2 Transactions                 |               |                                    |      |
| 91     | DEPT Total:                              |      | 282.00  | County Attorney                | 1 Vendors     | 2 Transactions                     |      |
| 103    | DEPT                                     |      |         | Assessor                       |               |                                    |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH   |      |         |                                |               |                                    |      |
|        | 01- 103- 000- 0000- 6337                 |      | 117.31- | Conf Hotel Fee Reversal - RA   | 58369         | Other Travel Expense               | N    |
|        |                                          |      |         | 08/31/2020 08/31/2020          |               |                                    |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH   |      | 117.31- | 1 Transactions                 |               |                                    |      |
| 103    | DEPT Total:                              |      | 117.31- | Assessor                       | 1 Vendors     | 1 Transactions                     |      |
| 111    | DEPT                                     |      |         | Facilites Mtce                 |               |                                    |      |
| 7460   | Al Larson & Sons Plumbing & Heating, Inc |      |         |                                |               |                                    |      |
|        | 01- 111- 000- 0000- 6580                 |      | 127.50  | Fan Motor Crthse Mens Bathroom | 20701         | Other Repair And Maintenance Suppl | N    |
|        |                                          |      |         | 09/29/2020 09/29/2020          |               |                                    |      |
|        | 01- 111- 000- 0000- 6580                 |      | 138.60  | Hose - Crthse Breakroom Faucet | 20715         | Other Repair And Maintenance Suppl | N    |
|        |                                          |      |         | 09/29/2020 09/29/2020          |               |                                    |      |
| 7460   | Al Larson & Sons Plumbing & Heating, Inc |      | 266.10  | 2 Transactions                 |               |                                    |      |
| 3370   | Haakenson Electric, Inc                  |      |         |                                |               |                                    |      |
|        | 01- 111- 000- 0000- 6317                 |      | 116.00  | Ballasts for FCOB & Hwy Shop   | 5467          | Building Maintenance               | N    |
|        |                                          |      |         | 10/04/2020 10/04/2020          |               |                                    |      |
| 3370   | Haakenson Electric, Inc                  |      | 116.00  | 1 Transactions                 |               |                                    |      |
| 9403   | Menards Rochester South                  |      |         |                                |               |                                    |      |
|        | 01- 111- 000- 0000- 6317                 |      | 92.73   | Air Handler Filters            | 24479         | Building Maintenance               | N    |
|        |                                          |      |         | 09/29/2020 09/29/2020          |               |                                    |      |
| 9403   | Menards Rochester South                  |      | 92.73   | 1 Transactions                 |               |                                    |      |
| 5717   | MN Dept Of Labor & Industry              |      |         |                                |               |                                    |      |
|        | 01- 111- 000- 0000- 6377                 |      | 100.00  | Elevator Operating Permit FCOB | ALR011517X    | Fees And Service Charges           | N    |
|        |                                          |      |         | 09/26/2020 09/26/2020          |               |                                    |      |
| 5717   | MN Dept Of Labor & Industry              |      | 100.00  | 1 Transactions                 |               |                                    |      |
| 5050   | Tufte/Blaine                             |      |         |                                |               |                                    |      |
|        | 01- 111- 000- 0000- 6335                 |      | 13.23   | September 2020 Mileage         |               | Employee Automobile Allowance      | N    |
|        |                                          |      |         | 09/01/2020 09/30/2020          |               |                                    |      |

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1 County Revenue Fund

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|--------|----------------------------------------|------|----------|----------------------------------------------------------|---------------|-------------------------------|------|
| No.    | Account/Formula                        | Accr |          | Service Dates                                            | Paid On Bhf # | On Behalf of Name             |      |
| 5050   | Tufte/Blaine                           |      | 13.23    | 1 Transactions                                           |               |                               |      |
| 9206   | Winona Heating & Ventilating Co, Inc.  |      |          |                                                          |               |                               |      |
|        | 01-111-000-0000-6317                   |      | 1,195.50 | Electric Expansion Valve- Chill<br>09/30/2020 09/30/2020 | 104408        | Building Maintenance          | N    |
| 9206   | Winona Heating & Ventilating Co, Inc.  |      | 1,195.50 | 1 Transactions                                           |               |                               |      |
| 111    | DEPT Total:                            |      | 1,783.56 | Facilities Mtce                                          | 6 Vendors     | 7 Transactions                |      |
| 149    | DEPT                                   |      |          | Other General Government                                 |               |                               |      |
| 4928   | 1 Source                               |      |          |                                                          |               |                               |      |
|        | 01-149-000-0000-6408                   |      | 523.45   | County Shared Office Supplies<br>09/28/2020 09/28/2020   | 259463-0      | County Shared Office Supplies | Y    |
| 4928   | 1 Source                               |      | 523.45   | 1 Transactions                                           |               |                               |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |          |                                                          |               |                               |      |
|        | 01-149-000-0000-6408                   |      | 31.00    | County Shared Office Supplies<br>09/01/2020 09/01/2020   | 1377811       | County Shared Office Supplies | N    |
|        | 01-149-000-0000-6408                   |      | 36.39    | County Shared Office Supplies<br>08/31/2020 08/31/2020   | 2025008       | County Shared Office Supplies | N    |
|        | 01-149-000-0000-6405                   |      | 1,944.74 | Masks for Employees<br>09/23/2020 09/23/2020             | 24645225      | COVID- 19 Supplies            | N    |
|        | 01-149-000-0000-6405                   |      | 387.80   | COVID- 19 Supplies<br>09/16/2020 09/16/2020              | 3337725       | COVID- 19 Supplies            | N    |
|        | 01-149-000-0000-6405                   |      | 11.98    | Face Shields - CARES<br>08/24/2020 08/24/2020            | 5864208       | COVID- 19 Supplies            | N    |
|        | 01-149-000-0000-6408                   |      | 97.75    | County Shared Office Supplies<br>09/17/2020 09/17/2020   | 9405045       | County Shared Office Supplies | N    |
|        | 01-149-000-0000-6405                   |      | 985.00   | Surgical Masks - CARES<br>08/26/2020 08/26/2020          | IN01089522    | COVID- 19 Supplies            | N    |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 3,494.66 | 7 Transactions                                           |               |                               |      |
| 149    | DEPT Total:                            |      | 4,018.11 | Other General Government                                 | 2 Vendors     | 8 Transactions                |      |
| 201    | DEPT                                   |      |          | Enhanced 911 System                                      |               |                               |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |          |                                                          |               |                               |      |
|        | 01-201-000-0000-6640                   |      | 21.48    | Computer Speakers<br>09/15/2020 09/15/2020               | 32365         | Equipment Purchased           | N    |



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1 County Revenue Fund

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



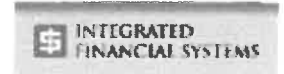
Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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|--------|------------------------------------------|------|----------|--------------------------------|----------------|----------------------------------|------|
| No.    | Account/Formula                          | Accr |          | Service Dates                  | Paid On Bhf #  | On Behalf of Name                |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH   |      | 21.48    |                                |                |                                  |      |
|        |                                          |      |          | 1 Transactions                 |                |                                  |      |
| 201    | DEPT Total:                              |      | 21.48    | Enhanced 911 System            | 1 Vendors      | 1 Transactions                   |      |
| 202    | DEPT                                     |      |          | Sheriff                        |                |                                  |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH   |      |          |                                |                |                                  |      |
|        | 01- 202- 000- 0000- 6205                 |      | 26.35    | Mail Case Media                | 090804         | Postage And Postal Box Rent      | N    |
|        |                                          |      |          | 09/03/2020 09/03/2020          |                |                                  |      |
|        | 01- 202- 000- 0000- 6357                 |      | 300.00   | Law Enforcement Training       | 218710         | Peace Officer Training Expense   | N    |
|        |                                          |      |          | 09/16/2020 09/16/2020          |                |                                  |      |
|        | 01- 202- 000- 0000- 6455                 |      | 115.95   | Law Enforcement Media Supplies | 3222654        | Law Enforcement Supplies         | N    |
|        |                                          |      |          | 09/01/2020 09/01/2020          |                |                                  |      |
|        | 01- 202- 000- 0000- 6455                 |      | 600.00   | Deputy Schedule Software       | FIL006- 317657 | Law Enforcement Supplies         | N    |
|        |                                          |      |          | 08/25/2020 08/25/2020          |                |                                  |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH   |      | 1,042.30 |                                | 4 Transactions |                                  |      |
| 5947   | Intoximeters Inc                         |      |          |                                |                |                                  |      |
|        | 01- 202- 000- 0000- 6455                 |      | 598.00   | PBT Equipment                  | 665082         | Law Enforcement Supplies         | N    |
|        |                                          |      |          | 10/01/2020 10/01/2020          |                |                                  |      |
| 5947   | Intoximeters Inc                         |      | 598.00   |                                | 1 Transactions |                                  |      |
| 4998   | SOUTHLAND AUTO LLC                       |      |          |                                |                |                                  |      |
|        | 01- 202- 000- 0000- 6310                 |      | 135.00   | Towing Bill ICR #20006624      |                | Contract Repairs And Maintenance | N    |
|        |                                          |      |          | 10/01/2020 10/01/2020          |                |                                  |      |
| 4998   | SOUTHLAND AUTO LLC                       |      | 135.00   |                                | 1 Transactions |                                  |      |
| 202    | DEPT Total:                              |      | 1,775.30 | Sheriff                        | 3 Vendors      | 6 Transactions                   |      |
| 205    | DEPT                                     |      |          | Sheriff Contingent Funds       |                |                                  |      |
| 9170   | Bureau of Criminal Apprehens- State Of M |      |          |                                |                |                                  |      |
|        | 01- 205- 000- 0000- 6387                 |      | 715.00   | 3rd Qtr 2020 Gun Permits       | 23- 000065     | Gun Permit Expenses              | N    |
|        |                                          |      |          | 07/01/2020 09/30/2020          |                |                                  |      |
| 9170   | Bureau of Criminal Apprehens- State Of M |      | 715.00   |                                | 1 Transactions |                                  |      |
| 205    | DEPT Total:                              |      | 715.00   | Sheriff Contingent Funds       | 1 Vendors      | 1 Transactions                   |      |
| 251    | DEPT                                     |      |          | County Jail                    |                |                                  |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH   |      |          |                                |                |                                  |      |

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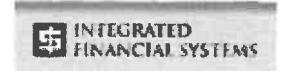
Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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| Vendor | Name                                   | Rpt  |          | Warrant Description                                | Invoice #     | Account/Formula Descripti          | 1099 |
|--------|----------------------------------------|------|----------|----------------------------------------------------|---------------|------------------------------------|------|
| No.    | Account/Formula                        | Accr | Amount   | Service Dates                                      | Paid On Bhf # | On Behalf of Name                  |      |
|        | 01- 251- 000- 0000- 6337               |      | 6.69     | Transport Meal<br>08/25/2020 08/25/2020            | 041792        | Other Travel Expense               | N    |
|        | 01- 251- 000- 0000- 6377               |      | 46.78    | Jail TV & Supples<br>09/03/2020 09/03/2020         | 7860255       | Fees And Service Charges           | N    |
|        | 01- 251- 000- 0000- 6173               |      | 144.00   | Uniform Shirts<br>08/24/2020 08/24/2020            | WS39393       | Uniform Allowance                  | N    |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 197.47   | 3 Transactions                                     |               |                                    |      |
| 9403   | Menards Rochester South                |      |          |                                                    |               |                                    |      |
|        | 01- 251- 000- 0000- 6580               |      | 162.35   | Jail Supplies<br>09/29/2020 09/29/2020             | 24480         | Other Repair And Maintenance Suppl | N    |
| 9403   | Menards Rochester South                |      | 162.35   | 1 Transactions                                     |               |                                    |      |
| 4866   | MENd CORRECTIONAL CARE, PLLC           |      |          |                                                    |               |                                    |      |
|        | 01- 251- 000- 0000- 6429               |      | 2,300.16 | October 2020 Healthcare<br>10/01/2020 10/31/2020   | 5147          | Nurse/Medical Service Agreement    | N    |
| 4866   | MENd CORRECTIONAL CARE, PLLC           |      | 2,300.16 | 1 Transactions                                     |               |                                    |      |
| 9361   | MN Dept Of Corrections                 |      |          |                                                    |               |                                    |      |
|        | 01- 251- 000- 0000- 6301               |      | 540.00   | June ICWC Wages<br>06/01/2020 06/30/2020           | 627716        | Icwc Wage Expense                  | N    |
|        | 01- 251- 000- 0000- 6301               |      | 615.00   | July ICWC Wages<br>07/01/2020 07/31/2020           | 627718        | Icwc Wage Expense                  | N    |
|        | 01- 251- 000- 0000- 6301               |      | 855.00   | August ICWC Wages<br>08/01/2020 08/31/2020         | 627719        | Icwc Wage Expense                  | N    |
|        | 01- 251- 000- 0000- 6301               |      | 367.50   | May ICWC Wages<br>05/01/2020 05/31/2020            | 627749        | Icwc Wage Expense                  | N    |
| 9361   | MN Dept Of Corrections                 |      | 2,377.50 | 4 Transactions                                     |               |                                    |      |
| 5988   | Preston Auto Parts                     |      |          |                                                    |               |                                    |      |
|        | 01- 251- 000- 0000- 6310               |      | 61.00    | Jail Maintenance Supplies<br>09/14/2020 09/29/2020 | 644786,646719 | Contract Repairs And Maintenance   | N    |
| 5988   | Preston Auto Parts                     |      | 61.00    | 1 Transactions                                     |               |                                    |      |
| 251    | DEPT Total:                            |      | 5,098.48 | County Jail                                        | 5 Vendors     | 10 Transactions                    |      |
| 441    | DEPT                                   |      |          | Public Health                                      |               |                                    |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |          |                                                    |               |                                    |      |
|        | 01- 441- 000- 0000- 5354               |      | 23.93    | Audio Wipes                                        | 112007        | MN- LPH Grant                      | N    |

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| Vendor | Name                                    | Rpt  | Amount   | Warrant Description                                  | Invoice #     | Account/Formula Descripti           | 1099 |
|--------|-----------------------------------------|------|----------|------------------------------------------------------|---------------|-------------------------------------|------|
| No.    | Account/Formula                         | Accr |          | Service Dates                                        | Paid On Bhf # | On Behalf of Name                   |      |
|        | 01- 441- 000- 0000- 6437                |      | 413.94   | 09/09/2020 09/09/2020<br>Manicure Sets - CTC Expense | 516878        | CTC Expenses                        | N    |
| 111    | Fillmore Co Treasurer- Credit Card/ACH  |      | 437.87   | 09/14/2020 09/14/2020<br>2 Transactions              |               |                                     |      |
| 6665   | Gilbert/Sydney                          |      |          |                                                      |               |                                     |      |
|        | 01- 441- 000- 0000- 6447                |      | 27.60    | September 2020 Mileage                               |               | LPHA Grant Expenses                 | N    |
|        |                                         |      |          | 09/10/2020 09/20/2020<br>1 Transactions              |               |                                     |      |
| 6665   | Gilbert/Sydney                          |      | 27.60    |                                                      |               |                                     |      |
| 4752   | Logsdon/Linda                           |      |          |                                                      |               |                                     |      |
|        | 01- 441- 000- 0000- 6445                |      | 43.13    | TANF Mileage September 2020                          |               | TANF Expenses                       | N    |
|        |                                         |      |          | 09/15/2020 09/29/2020<br>1 Transactions              |               |                                     |      |
| 4752   | Logsdon/Linda                           |      | 43.13    |                                                      |               |                                     |      |
| 6884   | Rodger/Aimee                            |      |          |                                                      |               |                                     |      |
|        | 01- 441- 000- 0000- 6445                |      | 49.22    | TANF Mileage September 2020                          |               | TANF Expenses                       | N    |
|        |                                         |      |          | 09/01/2020 09/16/2020<br>1 Transactions              |               |                                     |      |
| 6884   | Rodger/Aimee                            |      | 49.22    |                                                      |               |                                     |      |
| 7300   | School Health Corporation               |      |          |                                                      |               |                                     |      |
|        | 01- 441- 000- 0000- 6447                |      | 6,420.79 | Audiometer, Probes, Ero- Scan                        | 3833013- 00   | LPHA Grant Expenses                 | N    |
|        |                                         |      |          | 09/24/2020 09/24/2020<br>1 Transactions              |               |                                     |      |
| 7300   | School Health Corporation               |      | 6,420.79 |                                                      |               |                                     |      |
| 441    | DEPT Total:                             |      | 6,978.61 | Public Health                                        | 5 Vendors     | 6 Transactions                      |      |
| 442    | DEPT                                    |      |          | Wic Program                                          |               |                                     |      |
| 4534   | ENRIGHT/CARRIE                          |      |          |                                                      |               |                                     |      |
|        | 01- 442- 000- 0000- 6424                |      | 9.20     | September 2020 Mileage                               |               | WIC- Peer Breastfeeding Support Gra | N    |
|        |                                         |      |          | 09/10/2020 09/29/2020<br>1 Transactions              |               |                                     |      |
| 4534   | ENRIGHT/CARRIE                          |      | 9.20     |                                                      |               |                                     |      |
| 442    | DEPT Total:                             |      | 9.20     | Wic Program                                          | 1 Vendors     | 1 Transactions                      |      |
| 443    | DEPT                                    |      |          | Nursing Service                                      |               |                                     |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |      |          |                                                      |               |                                     |      |
|        | 01- 443- 000- 0000- 6241                |      | 48.60    | Help Wanted Ads - Lead Nurse                         | 113460,113461 | Advertising                         | N    |

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| Vendor | Name                                                               | Rpt  |          | Warrant Description                                                       | Invoice #     | Account/Formula Descripti     | 1099 |
|--------|--------------------------------------------------------------------|------|----------|---------------------------------------------------------------------------|---------------|-------------------------------|------|
| No.    | Account/Formula                                                    | Accr | Amount   | Service Dates                                                             | Paid On Bhf # | On Behalf of Name             |      |
| 82132  | Fillmore Co Journal, Sethre Media Group                            |      | 48.60    | 09/07/2020 09/14/2020<br>1 Transactions                                   |               |                               |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH<br>01- 443- 000- 0000- 6433 |      | 49.99    | Shower Chair - Client #5665<br>08/26/2020 08/26/2020<br>1 Transactions    | 7397010       | Waiver Reimbursables          | N    |
| 111    | Fillmore Co Treasurer- Credit Card/ACH                             |      | 49.99    |                                                                           |               |                               |      |
| 6887   | Foot and Ankle Clinic LLC<br>01- 443- 000- 0000- 6433              |      | 388.59   | Diabetic Shoes - Client #4072<br>09/08/2020 09/08/2020<br>1 Transactions  | 1336272517    | Waiver Reimbursables          | N    |
| 6887   | Foot and Ankle Clinic LLC                                          |      | 388.59   |                                                                           |               |                               |      |
| 6143   | INTEGRITY HOME REPAIR LLC<br>01- 443- 000- 0000- 6433              |      | 7,500.00 | Walk in Tub Deposit - #6418<br>09/29/2020 09/29/2020<br>1 Transactions    | 23360         | Waiver Reimbursables          | N    |
| 6143   | INTEGRITY HOME REPAIR LLC                                          |      | 7,500.00 |                                                                           |               |                               |      |
| 6186   | Johnson/Breanna<br>01- 443- 000- 0000- 6335                        |      | 9.78     | Nursing Mileage August 2020<br>08/06/2020 08/06/2020                      |               | Employee Automobile Allowance | N    |
|        | 01- 443- 000- 0000- 6335                                           |      | 54.05    | Nursing Mileage September 2020<br>09/10/2020 09/29/2020<br>2 Transactions |               | Employee Automobile Allowance | N    |
| 6186   | Johnson/Breanna                                                    |      | 63.83    |                                                                           |               |                               |      |
| 4752   | Logsdon/Linda<br>01- 443- 000- 0000- 6335                          |      | 98.32    | September 2020 Mileage<br>09/15/2020 09/29/2020<br>1 Transactions         |               | Employee Automobile Allowance | N    |
| 4752   | Logsdon/Linda                                                      |      | 98.32    |                                                                           |               |                               |      |
| 4229   | LUXURY BATH<br>01- 443- 000- 0000- 6433                            |      | 4,860.00 | Bath Remodel - Client #7665<br>09/25/2020 09/25/2020<br>1 Transactions    | 2985          | Waiver Reimbursables          | N    |
| 4229   | LUXURY BATH                                                        |      | 4,860.00 |                                                                           |               |                               |      |
| 3315   | Melver/Paula J<br>01- 443- 000- 0000- 6335                         |      | 183.48   | Nursing Mileage August 2020<br>08/06/2020 08/21/2020                      |               | Employee Automobile Allowance | N    |

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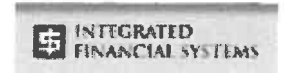
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| Vendor | Name                                    | Rpt  | Amount    | Warrant Description          | Invoice #      | Account/Formula Descripti             | 1099 |
|--------|-----------------------------------------|------|-----------|------------------------------|----------------|---------------------------------------|------|
| No.    | Account/Formula                         | Accr |           | Service Dates                | Paid On Bhf #  | On Behalf of Name                     |      |
| 3315   | Melver/Paula J                          |      | 183.48    |                              | 1 Transactions |                                       |      |
| 7320   | Sanofi Pasteur Inc                      |      |           |                              |                |                                       |      |
|        | 01- 443- 000- 0000- 6431                |      | 8,923.61  | Fluzone & Flublok            | 915349578      | Drugs & Medicine                      | Y    |
|        |                                         |      |           | 09/23/2020                   | 09/23/2020     |                                       |      |
| 7320   | Sanofi Pasteur Inc                      |      | 8,923.61  |                              | 1 Transactions |                                       |      |
| 443    | DEPT Total:                             |      | 22,116.42 | Nursing Service              | 9 Vendors      | 10 Transactions                       |      |
| 446    | DEPT                                    |      |           | Mch Program                  |                |                                       |      |
| 6665   | Gilbert/Sydney                          |      |           |                              |                |                                       |      |
|        | 01- 446- 000- 0000- 6257                |      | 21.85     | EBFHV/HFA Mileage Sept 2020  |                | EBHV Expense                          | N    |
|        |                                         |      |           | 09/10/2020                   | 09/28/2020     |                                       |      |
| 6665   | Gilbert/Sydney                          |      | 21.85     |                              | 1 Transactions |                                       |      |
| 1285   | Houston County Public Health            |      |           |                              |                |                                       |      |
|        | 01- 446- 000- 0000- 6088                |      | 1,871.39  | CTC Aug 2020                 |                | Houston Grant Passthrough (01- 446- N |      |
|        |                                         |      |           | 10/02/2020                   | 10/02/2020     |                                       |      |
| 1285   | Houston County Public Health            |      | 1,871.39  |                              | 1 Transactions |                                       |      |
| 6884   | Rodger/Aimee                            |      |           |                              |                |                                       |      |
|        | 01- 446- 000- 0000- 6257                |      | 31.74     | EBFHV/HFA Mileage Sept 2020  |                | EBHV Expense                          | N    |
|        |                                         |      |           | 09/01/2020                   | 09/16/2020     |                                       |      |
| 6884   | Rodger/Aimee                            |      | 31.74     |                              | 1 Transactions |                                       |      |
| 446    | DEPT Total:                             |      | 1,924.98  | Mch Program                  | 3 Vendors      | 3 Transactions                        |      |
| 603    | DEPT                                    |      |           | Feedlot                      |                |                                       |      |
| 109    | Fillmore Soil & Water Conservation Dist |      |           |                              |                |                                       |      |
|        | 01- 603- 000- 0000- 6285                |      | 5,476.00  | 3rd Qtr Fees - Feedlot Grant | 10847          | Professional Fees                     | N    |
|        |                                         |      |           | 07/01/2020                   | 09/30/2020     |                                       |      |
| 109    | Fillmore Soil & Water Conservation Dist |      | 5,476.00  |                              | 1 Transactions |                                       |      |
| 603    | DEPT Total:                             |      | 5,476.00  | Feedlot                      | 1 Vendors      | 1 Transactions                        |      |
| 1      | Fund Total:                             |      | 86,921.78 | County Revenue Fund          |                | 64 Transactions                       |      |

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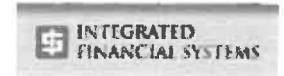
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| Vendor | Name                                   | Rpt       | Warrant Description         | Invoice #     | Account/Formula Descripti | 1099 |
|--------|----------------------------------------|-----------|-----------------------------|---------------|---------------------------|------|
| No.    | Account/Formula                        | Accr      | Service Dates               | Paid On Bhf # | On Behalf of Name         |      |
| 310    | DEPT                                   |           | Highway Maintenance         |               |                           |      |
| 5265   | American Waterworks                    |           |                             |               |                           |      |
|        | 13- 310- 000- 0000- 6520               | 2,500.00  | 9/29 culvert repair         | 9682          | Culverts                  | N    |
| 5265   | American Waterworks                    | 2,500.00  | 1 Transactions              |               |                           |      |
| 1891   | Bruening Rock Products, Inc.           |           |                             |               |                           |      |
|        | 13- 310- 000- 0000- 6505               | 102.34    | 8/20 rock                   | 181777        | Aggregate                 | N    |
|        | 13- 310- 000- 0000- 6505               | 125.50    | 8/27 rock                   | 182714        | Aggregate                 | N    |
|        | 13- 310- 000- 0000- 6505               | 305.11    | 8/31 rock                   | 184064        | Aggregate                 | N    |
|        | 13- 310- 000- 0000- 6505               | 115.04    | 9/11 rock                   | 185414        | Aggregate                 | N    |
|        | 13- 310- 000- 0000- 6505               | 420.23    | 9/25 rock                   | 186893        | Aggregate                 | N    |
|        | 13- 310- 000- 0000- 6505               | 531.62    | 9/30 rock                   | 187676        | Aggregate                 | N    |
|        | 13- 310- 000- 0000- 6505               | 3,799.13  | 9/30 5% contract rock final | 20106         | Aggregate                 | N    |
| 1891   | Bruening Rock Products, Inc.           | 5,398.97  | 7 Transactions              |               |                           |      |
| 5924   | Core & Main LP                         |           |                             |               |                           |      |
|        | 13- 310- 000- 0000- 6520               | 105.96    | 10/2 culvert repair         | N088725       | Culverts                  | N    |
| 5924   | Core & Main LP                         | 105.96    | 1 Transactions              |               |                           |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |           |                             |               |                           |      |
|        | 13- 310- 000- 0000- 6466               | 46.74     | 9/25 safety supplies        |               | Safety Materials          | N    |
| 111    | Fillmore Co Treasurer- Credit Card/ACH | 46.74     | 1 Transactions              |               |                           |      |
| 3632   | Milestone Materials Inc                |           |                             |               |                           |      |
|        | 13- 310- 000- 0000- 6505               | 410.29    | 9/23 rock                   | 181878        | Aggregate                 | N    |
|        | 13- 310- 000- 0000- 6505               | 1,146.80  | 9/23 rock                   | 181879        | Aggregate                 | N    |
|        | 13- 310- 000- 0000- 6505               | 514.41    | 9/23 rock                   | 181880        | Aggregate                 | N    |
|        | 13- 310- 000- 0000- 6505               | 182.53    | 9/30 rock                   | 183093        | Aggregate                 | N    |
| 3632   | Milestone Materials Inc                | 2,254.03  | 4 Transactions              |               |                           |      |
| 324    | Rochester Sand & Gravel Inc            |           |                             |               |                           |      |
|        | 13- 310- 000- 0000- 6528               | 17,144.77 | 9/29 Co 22 patching         | 24444         | Bituminous Materials      | N    |
| 324    | Rochester Sand & Gravel Inc            | 17,144.77 | 1 Transactions              |               |                           |      |
| 6638   | True North Steel, Inc.                 |           |                             |               |                           |      |
|        | 13- 310- 000- 0000- 6520               | 450.00    | 9/2 culvert                 | 12073         | Culverts                  | N    |
| 6638   | True North Steel, Inc.                 | 450.00    | 1 Transactions              |               |                           |      |

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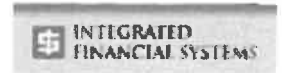
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| Vendor Name                                | Rpt  | Warrant Description           | Invoice #      | Account/Formula Descripti          | 1099 |
|--------------------------------------------|------|-------------------------------|----------------|------------------------------------|------|
| No. Account/Formula                        | Accr | Service Dates                 | Paid On Bhf #  | On Behalf of Name                  |      |
| 310 DEPT Total:                            |      | 27,900.47 Highway Maintenance | 7 Vendors      | 16 Transactions                    |      |
| 320 DEPT                                   |      | Highway Construction          |                |                                    |      |
| 81946 Eiken/Ashley                         |      |                               |                |                                    |      |
| 13- 320- 000- 0000- 6363                   |      | 38.48 10/7 1/3 easement       | P              | Right Of Way Costs                 | N    |
| 81946 Eiken/Ashley                         |      | 38.48                         | 1 Transactions |                                    |      |
| 6968 Eiken/Richard T                       |      |                               |                |                                    |      |
| 13- 320- 000- 0000- 6363                   |      | 38.48 10/7 1/3 easement       | P              | Right Of Way Costs                 | N    |
| 6968 Eiken/Richard T                       |      | 38.48                         | 1 Transactions |                                    |      |
| 21953 Eiken/Winifred                       |      |                               |                |                                    |      |
| 13- 320- 000- 0000- 6363                   |      | 38.48 10/7 1/3 easement       | P              | Right Of Way Costs                 | N    |
| 21953 Eiken/Winifred                       |      | 38.48                         | 1 Transactions |                                    |      |
| 111 Fillmore Co Treasurer- Credit Card/ACH |      |                               |                |                                    |      |
| 13- 320- 000- 0000- 6501                   |      | 108.87 9/25 supplies          |                | Engineering And Surveying Supplies | N    |
| 111 Fillmore Co Treasurer- Credit Card/ACH |      | 108.87                        | 1 Transactions |                                    |      |
| 6971 Sefton/David E & Nancy B              |      |                               |                |                                    |      |
| 13- 320- 000- 0000- 6363                   |      | 46.80 10/7 easement           | P              | Right Of Way Costs                 | N    |
| 6971 Sefton/David E & Nancy B              |      | 46.80                         | 1 Transactions |                                    |      |
| 320 DEPT Total:                            |      | 271.11 Highway Construction   | 5 Vendors      | 5 Transactions                     |      |
| 330 DEPT                                   |      | Equipment Maintenance Shops   |                |                                    |      |
| 6617 Chatfield Parts House                 |      |                               |                |                                    |      |
| 13- 330- 000- 0000- 6576                   |      | 26.48 8/31 supplies           | 774166         | Shop Supplies & Tools              | N    |
| 6617 Chatfield Parts House                 |      | 26.48                         | 1 Transactions |                                    |      |
| 5826 Culligan Water Conditioning           |      |                               |                |                                    |      |
| 13- 330- 000- 0000- 6317                   |      | 32.95 9/30 drinking water     | 588091377873   | Building Maintenance               | N    |
| 5826 Culligan Water Conditioning           |      | 32.95                         | 1 Transactions |                                    |      |
| 8165 Dave Syverson Freightliner            |      |                               |                |                                    |      |
| 13- 330- 000- 0000- 6575                   |      | 11.88 9/17 parts              | 154057         | Machinery Parts                    | N    |
| 13- 330- 000- 0000- 6575                   |      | 125.00 9/17 labor             | 154057         | Machinery Parts                    | N    |
| 13- 330- 000- 0000- 6575                   |      | 192.85 9/3 parts              | 345328         | Machinery Parts                    | N    |

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| Vendor | Name                                   | Rpt  | Amount   | Warrant Description | Invoice #      | Account/Formula Descripti | 1099 |
|--------|----------------------------------------|------|----------|---------------------|----------------|---------------------------|------|
| No.    | Account/Formula                        | Accr |          | Service Dates       | Paid On Bhf #  | On Behalf of Name         |      |
|        | 13-330-000-0000-6575                   |      | 12.31    | 9/18 parts          | 345643         | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                   |      | 9.94     | 9/10 parts          | 345671         | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                   |      | 24.00    | 9/14 parts          | 345918         | Machinery Parts           | N    |
|        | 13-330-000-0000-6576                   |      | 51.33    | 9/16 supplies       | 346127         | Shop Supplies & Tools     | N    |
|        | 13-330-000-0000-6575                   |      | 28.44    | 9/16 parts          | 346128         | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                   |      | 13.68    | 9/22 parts          | 346485         | Machinery Parts           | N    |
| 8165   | Dave Syverson Freightliner             |      | 469.43   |                     |                |                           |      |
|        |                                        |      |          | 9 Transactions      |                |                           |      |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      |          |                     |                |                           |      |
|        | 13-330-000-0000-6576                   |      | 77.30    | 9/25 supplies       |                | Shop Supplies & Tools     | N    |
| 111    | Fillmore Co Treasurer- Credit Card/ACH |      | 77.30    |                     | 1 Transactions |                           |      |
| 3627   | FleetPride                             |      |          |                     |                |                           |      |
|        | 13-330-000-0000-6575                   |      | 65.52    | 10/5 parts          | 60627459       | Machinery Parts           | N    |
| 3627   | FleetPride                             |      | 65.52    |                     | 1 Transactions |                           |      |
| 4884   | Mac Queen Equipment Inc                |      |          |                     |                |                           |      |
|        | 13-330-000-0000-6575                   |      | 571.13   | 9/18 parts          | P29903         | Machinery Parts           | N    |
| 4884   | Mac Queen Equipment Inc                |      | 571.13   |                     | 1 Transactions |                           |      |
| 3541   | Nuss Truck & Equipment                 |      |          |                     |                |                           |      |
|        | 13-330-000-0000-6575                   |      | 409.84   | 9/9 parts           | 1196806P       | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                   |      | 140.40   | 9/10 parts          | 1196875P       | Machinery Parts           | N    |
|        | 13-330-000-0000-6576                   |      | 394.70   | 9/21 supplies       | 1197008P       | Shop Supplies & Tools     | N    |
|        | 13-330-000-0000-6575                   |      | 936.00   | 9/25 parts          | 1197278P       | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                   |      | 175.50   | 9/30 parts          | 1197367P       | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                   |      | 27.60    | 9/10 parts          | CM1190880P     | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                   |      | 82.80    | 9/10 parts          | CM1196806P     | Machinery Parts           | N    |
| 3541   | Nuss Truck & Equipment                 |      | 1,946.04 |                     | 7 Transactions |                           |      |
| 5753   | RDO Equipment Co                       |      |          |                     |                |                           |      |
|        | 13-330-000-0000-6575                   |      | 22.47    | 8/24 parts          | P9648202       | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                   |      | 900.62   | 9/1 parts           | P9673402       | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                   |      | 22.47    | 9/4 parts           | P9688302       | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                   |      | 98.96    | 9/23 parts          | P9738802       | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                   |      | 1,457.60 | 9/23 labor          | W1357202       | Machinery Parts           | N    |
|        | 13-330-000-0000-6575                   |      | 797.39   | 9/23 parts          | W1357202       | Machinery Parts           | N    |
| 5753   | RDO Equipment Co                       |      | 3,254.57 |                     | 6 Transactions |                           |      |



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13 County Road & Bridge

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



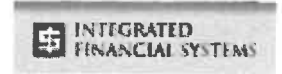
Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 13

| Vendor | Name                                    | Rpt  | Amount    | Warrant Description         | Invoice #     | Account/Formula Descripti | 1099 |
|--------|-----------------------------------------|------|-----------|-----------------------------|---------------|---------------------------|------|
| No.    | Account/Formula                         | Accr |           | Service Dates               | Paid On Bhf # | On Behalf of Name         |      |
| 3989   | Ronco Engineering Sales Co, Inc         |      |           |                             |               |                           |      |
|        | 13- 330- 000- 0000- 6575                |      | 50.91     | 9/2 parts                   | 3220762       | Machinery Parts           | N    |
|        | 13- 330- 000- 0000- 6576                |      | 130.77    | 9/15 supplies               | 3221994       | Shop Supplies & Tools     | N    |
| 3989   | Ronco Engineering Sales Co, Inc         |      | 181.68    | 2 Transactions              |               |                           |      |
| 3634   | Spring Valley Overhead Door Company Inc |      |           |                             |               |                           |      |
|        | 13- 330- 000- 0000- 6576                |      | 70.00     | 9/28 supplies               | 47271         | Shop Supplies & Tools     | N    |
| 3634   | Spring Valley Overhead Door Company Inc |      | 70.00     | 1 Transactions              |               |                           |      |
| 7757   | Universal Truck Equipment Inc           |      |           |                             |               |                           |      |
|        | 13- 330- 000- 0000- 6575                |      | 40.27     | 9/28 parts                  | 53112         | Machinery Parts           | N    |
| 7757   | Universal Truck Equipment Inc           |      | 40.27     | 1 Transactions              |               |                           |      |
| 6286   | World Fuel Services Inc                 |      |           |                             |               |                           |      |
|        | 13- 330- 000- 0000- 6565                |      | 1,605.00  | 9/25 hydraulic oil          | 117502        | Motor Oil And Lubricants  | N    |
|        | 13- 330- 000- 0000- 6565                |      | 1,376.10  | 9/25 motor oil              | 117502        | Motor Oil And Lubricants  | N    |
| 6286   | World Fuel Services Inc                 |      | 2,981.10  | 2 Transactions              |               |                           |      |
| 330    | DEPT Total:                             |      | 9,716.47  | Equipment Maintenance Shops | 12 Vendors    | 33 Transactions           |      |
| 340    | DEPT                                    |      |           | Local Option Sales Tax      |               |                           |      |
| 6969   | Greene/Dale & Sharon                    |      |           |                             |               |                           |      |
|        | 13- 340- 000- 0000- 6363                |      | 447.36    | 10/7 easement               | P             | Right Of Way Costs        | N    |
| 6969   | Greene/Dale & Sharon                    |      | 447.36    | 1 Transactions              |               |                           |      |
| 6970   | Hockema/Marianne L                      |      |           |                             |               |                           |      |
|        | 13- 340- 000- 0000- 6363                |      | 65.52     | 10/7 easement               | P             | Right Of Way Costs        | N    |
| 6970   | Hockema/Marianne L                      |      | 65.52     | 1 Transactions              |               |                           |      |
| 340    | DEPT Total:                             |      | 512.88    | Local Option Sales Tax      | 2 Vendors     | 2 Transactions            |      |
| 13     | Fund Total:                             |      | 38,400.93 | County Road & Bridge        |               | 56 Transactions           |      |

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14 Sanitation Fund

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



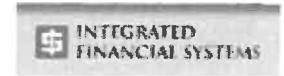
Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 14

| Vendor | Name                                    | Rpt      | Warrant Description      | Invoice #     | Account/Formula Descripti       | 1099 |
|--------|-----------------------------------------|----------|--------------------------|---------------|---------------------------------|------|
| No.    | Account/Formula                         | Accr     | Service Dates            | Paid On Bhf # | On Behalf of Name               |      |
| 390    | DEPT                                    |          | Resource Recovery Center |               |                                 |      |
| 6150   | Cintas Corporation No.2                 |          | Uniforms                 | 4063297817    | Fees And Service Charges        | N    |
|        | 14- 390- 000- 0000- 6377                | 13.24    | 10/02/2020 10/02/2020    |               |                                 |      |
|        |                                         |          | 1 Transactions           |               |                                 |      |
| 6150   | Cintas Corporation No.2                 | 13.24    |                          |               |                                 |      |
| 82132  | Fillmore Co Journal, Sethre Media Group |          | HHW Ads                  | 113056,113326 | Advertising                     | N    |
|        | 14- 390- 000- 0000- 6241                | 477.84   | 09/21/2020 09/28/2020    |               |                                 |      |
|        |                                         |          | 1 Transactions           |               |                                 |      |
| 82132  | Fillmore Co Journal, Sethre Media Group | 477.84   |                          |               |                                 |      |
| 3206   | S & A Petroleum                         |          | Forklist LP              | 198328        | Gasoline Diesel And Other Fuels | N    |
|        | 14- 390- 000- 0000- 6561                | 34.99    | 09/22/2020 09/22/2020    |               |                                 |      |
|        |                                         |          | 1 Transactions           |               |                                 |      |
| 3206   | S & A Petroleum                         | 34.99    |                          |               |                                 |      |
| 390    | DEPT Total:                             | 526.07   | Resource Recovery Center | 3 Vendors     | 3 Transactions                  |      |
| 391    | DEPT                                    |          | Score Grant Program      |               |                                 |      |
| 6333   | Dynamic Lifecycle Innovations Inc.      |          | TV Recycling             | I- 53387      | Recycling Operation Expense     | N    |
|        | 14- 391- 000- 0000- 6861                | 2,237.51 | 09/18/2020 09/18/2020    |               |                                 |      |
|        |                                         |          | 1 Transactions           |               |                                 |      |
| 6333   | Dynamic Lifecycle Innovations Inc.      | 2,237.51 |                          |               |                                 |      |
| 8757   | OSI Environmental, Inc                  |          | Oil Collection           | 2087505       | Recycling Operation Expense     | N    |
|        | 14- 391- 000- 0000- 6861                | 100.00   | 09/28/2020 09/28/2020    |               |                                 |      |
|        |                                         |          | Oil Filters              | 2087615       | Recycling Operation Expense     | N    |
|        | 14- 391- 000- 0000- 6861                | 50.00    | 09/28/2020 09/28/2020    |               |                                 |      |
|        |                                         |          | 2 Transactions           |               |                                 |      |
| 8757   | OSI Environmental, Inc                  | 150.00   |                          |               |                                 |      |
| 6351   | Southern Minnesota Recycling            |          | Appliances               |               | Recycling Operation Expense     | N    |
|        | 14- 391- 000- 0000- 6861                | 460.00   | 09/02/2020 09/29/2020    |               |                                 |      |
|        |                                         |          | 1 Transactions           |               |                                 |      |
| 6351   | Southern Minnesota Recycling            | 460.00   |                          |               |                                 |      |
| 391    | DEPT Total:                             | 2,847.51 | Score Grant Program      | 3 Vendors     | 4 Transactions                  |      |

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14 Sanitation Fund

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



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

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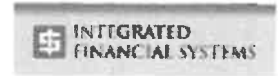
|    | <u>Vendor Name</u>         | <u>Rpt</u>  | <u>Amount</u> | <u>Warrant Description</u> | <u>Invoice #</u>     | <u>Account/Formula Descripti</u> | <u>1099</u> |
|----|----------------------------|-------------|---------------|----------------------------|----------------------|----------------------------------|-------------|
|    | <u>No. Account/Formula</u> | <u>Accr</u> |               | <u>Service Dates</u>       | <u>Paid On Bhf #</u> | <u>On Behalf of Name</u>         |             |
| 14 | Fund Total:                |             | 3,373.58      | Sanitation Fund            |                      | 7 Transactions                   |             |
|    | Final Total:               |             | 128,696.29    | 74 Vendors                 | 127 Transactions     |                                  |             |

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

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Page 16

| Recap by Fund | <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u>          |                    |
|---------------|-------------|---------------|----------------------|--------------------|
|               | 1           | 86,921.78     | County Revenue Fund  |                    |
|               | 13          | 38,400.93     | County Road & Bridge |                    |
|               | 14          | 3,373.58      | Sanitation Fund      |                    |
| All Funds     |             | 128,696.29    | Total                | Approved by, ..... |
|               |             |               |                      | .....              |
|               |             |               |                      | .....              |

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1 County Revenue Fund

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 2

| Vendor        | Name                            | Rpt  | Amount     | Warrant Description            | Invoice #     | Account/Formula Descripti        | 1099 |
|---------------|---------------------------------|------|------------|--------------------------------|---------------|----------------------------------|------|
| No.           | Account/Formula                 | Accr |            | Service Dates                  | Paid On Bhf # | On Behalf of Name                |      |
| 85440         | Centurylink                     |      |            |                                |               |                                  |      |
|               | 01- 102- 000- 0000- 6203        |      | 59.05      | 909 Houston St NW Phone        | 301269931     | Telephone                        | N    |
|               |                                 |      |            | 09/26/2020 10/25/2020          |               |                                  |      |
| 85440         | Centurylink                     |      | 59.05      | 1 Transactions                 |               |                                  |      |
| 1479          | Loffler Companies, Inc          |      |            |                                |               |                                  |      |
|               | 01- 149- 000- 0000- 6235        |      | 571.34     | Copier Usage 09/01 - 09/30     | 3535797       | Copy Machine - Copies BW and Col | N    |
|               |                                 |      |            | 09/01/2020 09/30/2020          |               |                                  |      |
| 1479          | Loffler Companies, Inc          |      | 571.34     | 1 Transactions                 |               |                                  |      |
| 6094          | MN Energy Resources Corporation |      |            |                                |               |                                  |      |
|               | 01- 111- 000- 0000- 6255        |      | 536.98     | Courthouse & FCOB Gas          | 3057510379    | Gas                              | N    |
|               |                                 |      |            | 08/20/2020 09/22/2020          |               |                                  |      |
| 6094          | MN Energy Resources Corporation |      | 536.98     | 1 Transactions                 |               |                                  |      |
| 25073         | Olmsted Co Community Services   |      |            |                                |               |                                  |      |
|               | 01- 252- 000- 0000- 6831        |      | 107,887.50 | 4th Qtr 2020 DFO Appropriation | 131046        | D.F.O. Appropriation             | N    |
|               |                                 |      |            | 10/01/2020 12/31/2020          |               |                                  |      |
| 25073         | Olmsted Co Community Services   |      | 107,887.50 | 1 Transactions                 |               |                                  |      |
| 5294          | RELX Inc.DBA LexisNexis         |      |            |                                |               |                                  |      |
|               | 01- 091- 000- 0000- 6451        |      | 198.00     | LexisNexis September Subscript | 3092891960    | Reference Materials              | N    |
|               |                                 |      |            | 09/01/2020 09/30/2020          |               |                                  |      |
| 5294          | RELX Inc.DBA LexisNexis         |      | 198.00     | 1 Transactions                 |               |                                  |      |
| 1 Fund Total: |                                 |      | 109,252.87 | County Revenue Fund            | 5 Vendors     | 5 Transactions                   |      |

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13 County Road & Bridge

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 3

| Vendor | Name                           | Rpt  | Warrant Description | Invoice #              | Account/Formula Descripti       | 1099 |
|--------|--------------------------------|------|---------------------|------------------------|---------------------------------|------|
| No.    | Account/Formula                | Accr | Amount              | Service Dates          | Paid On Bhf # On Behalf of Name |      |
| 4369   | AcenTek                        |      |                     |                        |                                 |      |
|        | 13- 300- 000- 0000- 6203       |      | 109.98              | 10/1 telephone         | 11683332 Telephone              | N    |
|        | 13- 300- 000- 0000- 6203       |      | 99.09               | 10/1 telephone         | 11701366 Telephone              | N    |
| 4369   | AcenTek                        |      | 209.07              | 2 Transactions         |                                 |      |
| 1891   | Bruening Rock Products, Inc.   |      |                     |                        |                                 |      |
|        | 13- 310- 000- 0000- 6505       |      | 72,183.35           | 9/30 95% contract rock | 20106 Aggregate                 | N    |
| 1891   | Bruening Rock Products, Inc.   |      | 72,183.35           | 1 Transactions         |                                 |      |
| 2208   | Canton City - Hwy dept         |      |                     |                        |                                 |      |
|        | 13- 330- 000- 0000- 6251       |      | 59.88               | 9/25 utilities         | 127627 Electricity              | N    |
| 2208   | Canton City - Hwy dept         |      | 59.88               | 1 Transactions         |                                 |      |
| 3219   | Centurylink                    |      |                     |                        |                                 |      |
|        | 13- 300- 000- 0000- 6203       |      | 3.39                | 9/24 telephone         | 151661411 Telephone             | N    |
| 3219   | Centurylink                    |      | 3.39                | 1 Transactions         |                                 |      |
| 85440  | Centurylink                    |      |                     |                        |                                 |      |
|        | 13- 300- 000- 0000- 6203       |      | 115.82              | 9/26 telephone         | 301264100 Telephone             | N    |
|        | 13- 300- 000- 0000- 6203       |      | 205.81              | 9/26 telephone         | 301269901 Telephone             | N    |
| 85440  | Centurylink                    |      | 321.63              | 2 Transactions         |                                 |      |
| 288    | City Of Peterson               |      |                     |                        |                                 |      |
|        | 13- 330- 000- 0000- 6251       |      | 155.98              | 9/25 utilities         | 108A Electricity                | N    |
| 288    | City Of Peterson               |      | 155.98              | 1 Transactions         |                                 |      |
| 4765   | Midwest Contracting LLC        |      |                     |                        |                                 |      |
|        | 13- 320- 000- 0000- 6343       |      | 230,490.18          | 634- 005 R/C #2        | Regular Construction Contracts  | Y    |
|        |                                |      |                     | 10/09/2020 10/09/2020  |                                 |      |
| 4765   | Midwest Contracting LLC        |      | 230,490.18          | 1 Transactions         |                                 |      |
| 343    | Spring Valley Public Utilities |      |                     |                        |                                 |      |
|        | 13- 330- 000- 0000- 6251       |      | 163.50              | 9/25 utilities         | 1124 Electricity                | N    |
| 343    | Spring Valley Public Utilities |      | 163.50              | 1 Transactions         |                                 |      |
| 1487   | Waste Management - WI- MN      |      |                     |                        |                                 |      |
|        | 13- 330- 000- 0000- 6251       |      | 74.20               | 10/1 utilities         | 37596353000 Electricity         | N    |
| 1487   | Waste Management - WI- MN      |      | 74.20               | 1 Transactions         |                                 |      |

13 Fund Total:

303,661.18

County Road & Bridge

9 Vendors

11 Transactions

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14 Sanitation Fund

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 4

| <u>Vendor Name</u>                            | <u>Rpt</u>  | <u>Warrant Description</u> | <u>Invoice #</u>                                        | <u>Account/Formula Descripti</u> | <u>1099</u>              |
|-----------------------------------------------|-------------|----------------------------|---------------------------------------------------------|----------------------------------|--------------------------|
| <u>No. Account/Formula</u>                    | <u>Accr</u> | <u>Amount</u>              | <u>Service Dates</u>                                    | <u>Paid On Bhf #</u>             | <u>On Behalf of Name</u> |
| 85440 Centurylink<br>14- 390- 000- 0000- 6203 |             | 143.48                     | RRC September Phone & Internet<br>09/26/2020 10/25/2020 | 301270054                        | Telephone N              |
| 85440 Centurylink                             |             | 143.48                     | 1 Transactions                                          |                                  |                          |
| 14 Fund Total:                                |             | 143.48                     | Sanitation Fund                                         | 1 Vendors                        | 1 Transactions           |

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 23 County Airport Fund

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



## Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 5

| Vendor         | Name                     |      | Rpt |            | Warrant Description           | Invoice #       | Account/Formula Descripti | 1099 |
|----------------|--------------------------|------|-----|------------|-------------------------------|-----------------|---------------------------|------|
| No.            | Account/Formula          | Accr |     | Amount     | Service Dates                 | Paid On Bhf #   | On Behalf of Name         |      |
| 85440          | Centurylink              |      |     |            |                               |                 |                           |      |
|                | 23- 350- 000- 0000- 6203 |      |     | 132.85     | Telephone 09/26/20 - 10/25/20 | 301269537       | Telephone                 | N    |
|                |                          |      |     |            | 09/26/2020 10/25/2020         |                 |                           |      |
|                | 23- 350- 000- 0000- 6203 |      |     | 117.58     | Telephone 09/26/20 - 10/25/20 | 301269908       | Telephone                 | N    |
|                |                          |      |     |            | 09/26/2020 10/25/2020         |                 |                           |      |
| 85440          | Centurylink              |      |     | 250.43     | 2 Transactions                |                 |                           |      |
| 23 Fund Total: |                          |      |     | 250.43     | County Airport Fund           | 1 Vendors       | 2 Transactions            |      |
| Final Total:   |                          |      |     | 413,307.96 | 16 Vendors                    | 19 Transactions |                           |      |



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

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Page 6

## Recap by Fund

| <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u>          |
|-------------|---------------|----------------------|
| 1           | 109,252.87    | County Revenue Fund  |
| 13          | 303,661.18    | County Road & Bridge |
| 14          | 143.48        | Sanitation Fund      |
| 23          | 250.43        | County Airport Fund  |
| All Funds   | 413,307.96    | Total                |

Approved by, .....

.....

.....

# SECURITY MATTERS

## NIST Framework | National Institute of Standards and Technology

The NIST Cybersecurity Framework consists of standards, guidelines, and best practices to manage cybersecurity-related risk.

### IDENTIFY

---

Asset management  
Business environment  
Governance  
Risk assessment  
Risk management strategy

### PROTECT

---

Access control  
Awareness and training  
Data security  
Information protection process and procedures  
Maintenance  
Protective technology

### DETECT

---

Anomalies and events  
Security continuous monitoring  
Detection processes

### RESPOND

---

Response planning  
Communications  
Analysis  
Mitigation  
Improvements

### RECOVER

---

Recovery planning  
Improvements  
Communications

[www.nist.gov/about-nist](https://www.nist.gov/about-nist)

**NIST**  
National Institute of  
Standards and Technology  
U.S. Department of Commerce

# MANAGED IT SERVICES

## NIST Framework | Marco Resources

The NIST Cybersecurity Framework consists of standards, guidelines, and best practices to manage cybersecurity-related risk.

### IDENTIFY

Client Business Review Process

Onboarding Process

Network Operations Center

Remote Management & Monitoring (Windows OS)

Remote Management and Monitoring (Network)

Remote Management and Monitoring (Cloud Apps)

Marco Assessments

### PROTECT

Email Spam Filtering

Anti-Malware Protection

Patching (Microsoft OS)

Web Browsing Protection

Patching (3<sup>rd</sup> Party)

Security Awareness Training

Simulated Phishing Tests

Email Security

Email Anti-Phishing

### DETECT

Anti-Malware Protection

Edge Threat Detection / IDS

Config Change Tracking/Alerting

Security Operations Center

### RESPOND

Remote Support Desk

On-site Escalation Support

Edge Threat Detection/IDS

Security Operations Center

### RECOVER

Managed Backup

Remote Support Desk

On-Site Escalation Support

Security Escalation Team

Project Services



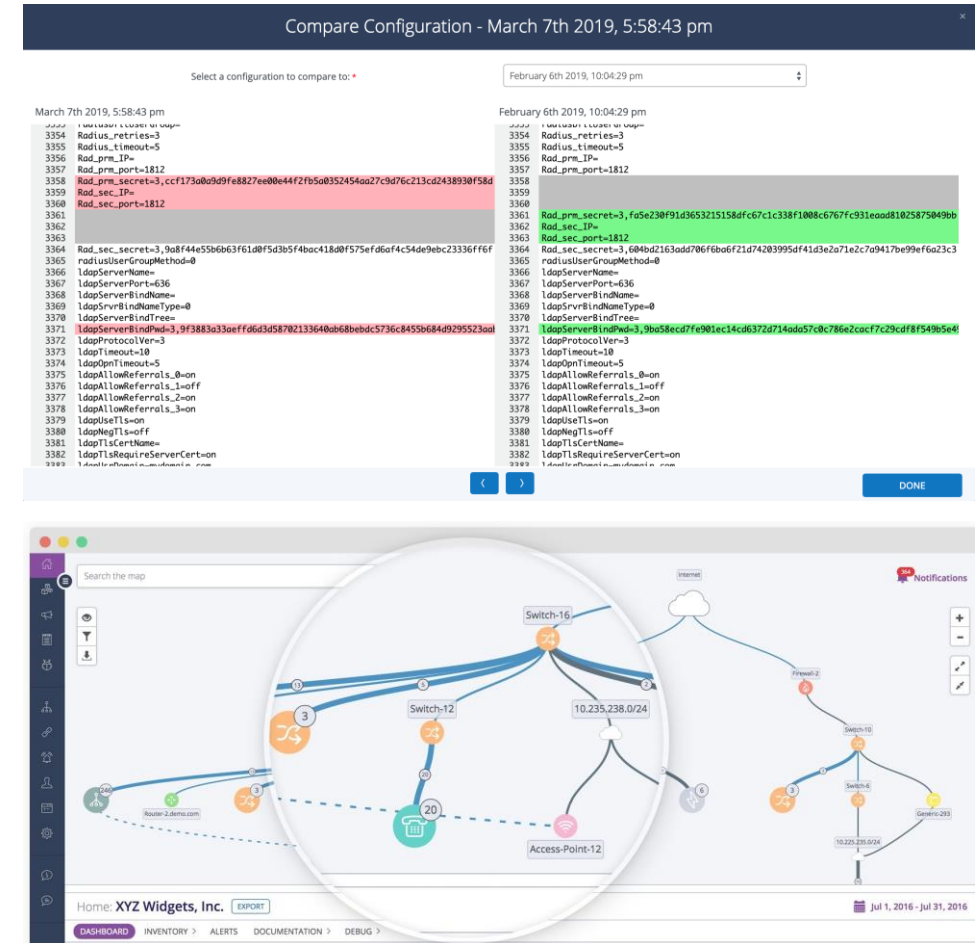
# MANAGED IT SERVICES



## Secure Managed Network

### Managed Network Services

- Dynamic network diagram management
- Network configuration repository and change control
- SYSLOG, SNMP, SSH monitoring
- Alerts, notifications, live & historical statistics, context aware, analysis



# MANAGED IT SERVICES



## Security Operations Center (SOC)

### Security Operations Center Services

- Security analysts who monitor your network by leveraging an IDS (Intrusion Detection System)
- 24/7 network monitoring
- IDS leverages multiple best-in-breed threat feeds



## Network Operations Center (NOC)

### Network Operations Center (NOC)

- Tool & software administration, proactive monitoring and alerting
- Patching: operating systems (Windows / Mac) and 3<sup>rd</sup> party software
- Secret Server – encrypting and securing our client data repository



# There are two sides to the security coin. Prevention and Detection.

## Prevention:

Prevents what you *can* stop with your day in and day out malware and viruses. Does not prevent hackers finding other points of persistence and breaches past your AV and Firewall.

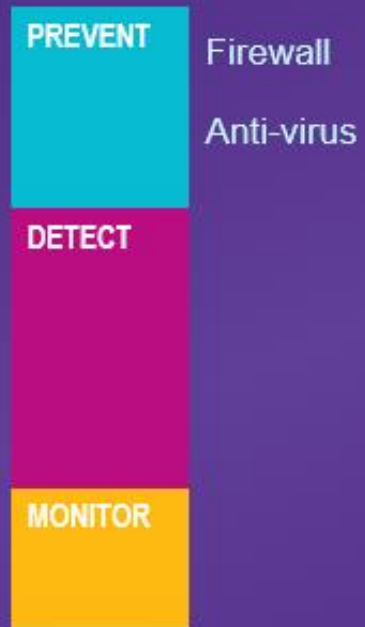


## Detection:

Detects what you *can't* stop and shutting it down, before it becomes a widespread breaches and ransomware.

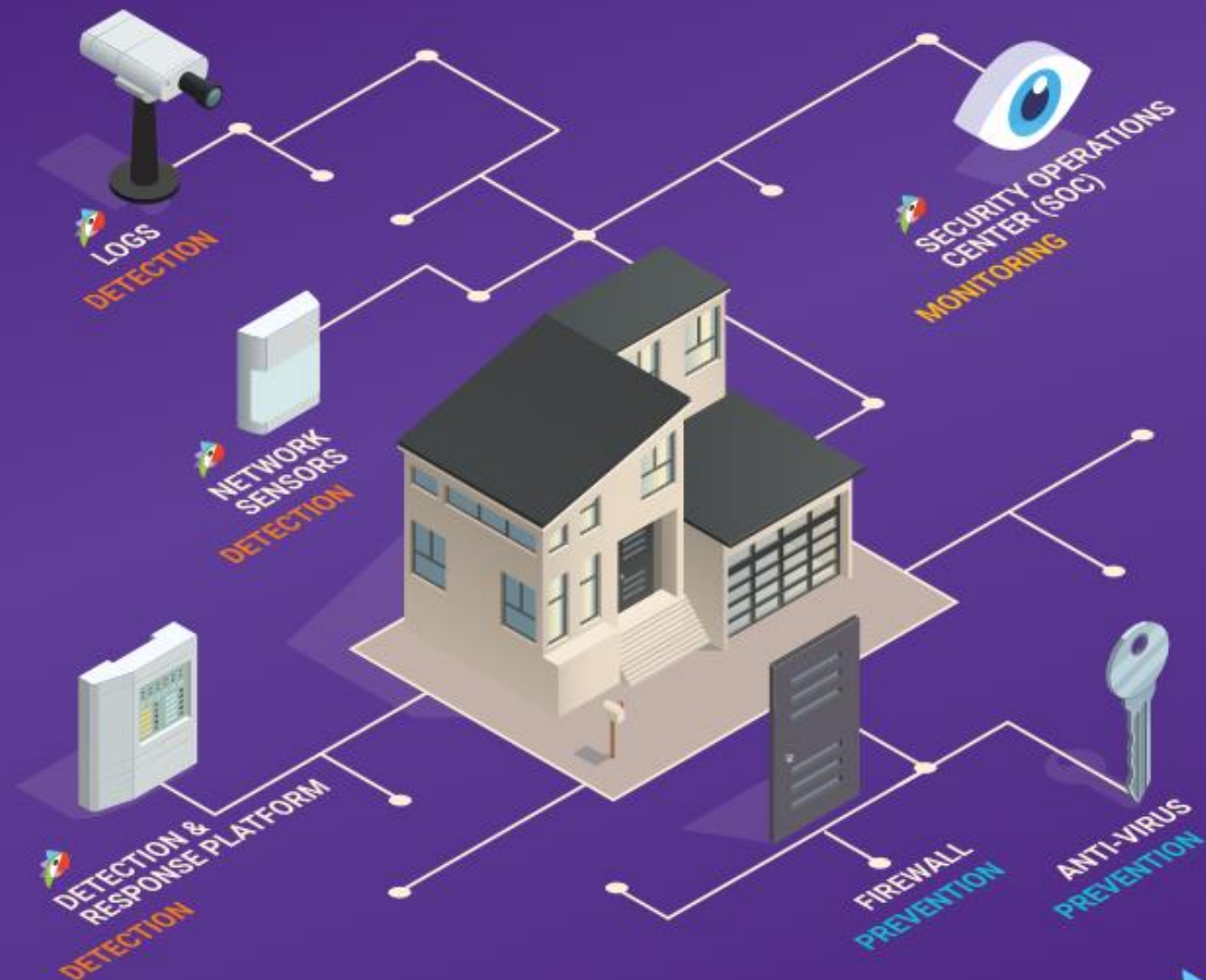
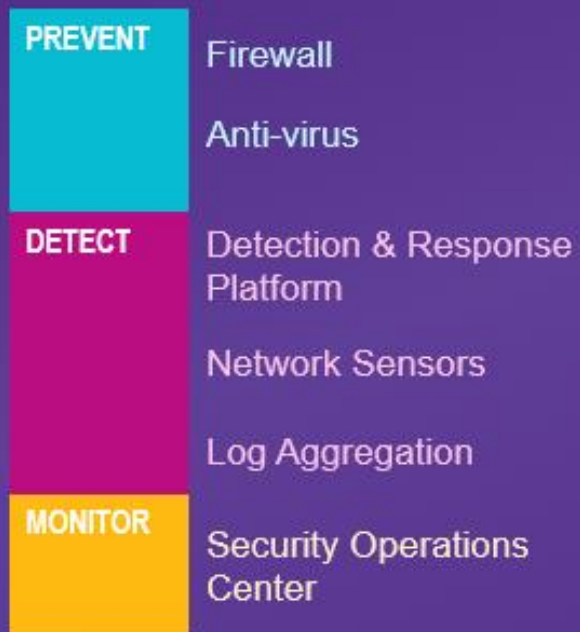


# Today... Cyber Security at the Office





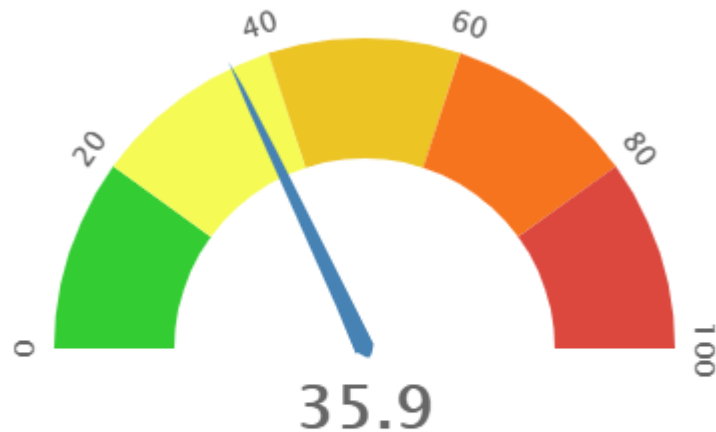
# Future Cyber Security at Businesses





# KnowBe4 Security Awareness

## Organization's Risk Score



See our [Virtual Risk Officer \(VRO\) Guide](#) for details about how Risk Scores are calculated.



English - United States

**Oops! You clicked on a simulated phishing test.**  
Remember these three Rules to Stay Safe Online.

### Rule Number One:

- Stop, Look, Think!
- Use that delete key.

### Rule Number Two:

- Do I spot a Red Flag?
- Verify suspicious email with the sender via a different medium.

### Rule Number Three:

- "When in doubt, throw it out." There are a thousand ways that internet criminals will try to scam you, and only one way to stay safe: Stay alert as YOU are the last line of defense!



Please Note: This message came from KnowBe4, Inc. and not from the company whose name is mentioned in the body of the email message, as the company has no association with KnowBe4, Inc. and does not endorse the services of KnowBe4, Inc. The purpose of this message is to demonstrate how phishing attacks can come in emails that deceptively appear to be from reputable companies.



# Email Security & Advanced Threat Protection (ATP) Barracuda Complete (Optional Add-on)



- Easy-to-use, Cloud-based Email Security
  - Inbound/outbound scanning
  - Email continuity through emergency failover
  - Secure messaging (encryption, DLP)
- Prevent Advanced Threats
  - Multi-layered threat protection
  - Optimized for speed and effectiveness
  - Powered by Barracuda's global threat intelligence network

# Email Security & Advanced Threat Protection (ATP) Barracuda Complete (Optional Add-On)



- Cloud-based Archiving to Protect Your Business And Your Data
  - Preservation of all messages and attachments
  - Search millions of records in seconds
  - Mitigate high audit costs, eDiscovery and IP loss
- Protect Office 365 Mailboxes, SharePoint and OneDrive For Business
  - Protect against accidental deletion
  - Set custom retention policies
  - Download files locally

# Email Security – Spear Phishing

## Barracuda Sentinel (Optional Add-on)



- AI for Real-time Spear Phishing Prevention
  - Trained on more than 2.5 million mailboxes
  - Analyzes more than 40 features (sender, time of day sent, etc.) to detect zero-payload attacks
  - Rapid remediation and real-time notification
- DMARC Reporting to Prevent Brand Fraud
  - Rich reporting on brand use and misuse
  - Works alongside email security solution, zero impact on network performance

|                                  | (Current CMIT Agreement)                                                                                                                                   | (Secure IT)                                                                                                                                                                     |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Procurement                      | Up to 184 Standard Users<br>Unlimited Use – No Overage Billing                                                                                             | Up to 184 Standard Users<br>Unlimited Use – No Overage Billing                                                                                                                  |
| Service Teams                    | Rapid Resolution (Triage and Remediation); CARE Team; Network Specialists;<br>Field Services                                                               | Rapid Resolution (Triage and Remediation); CARE Team; Network Specialists;<br>Field Services<br>+ Advanced Security Team                                                        |
| Network Specialist Visits        | Network Specialist Monthly Visit                                                                                                                           | Monthly Network Specialist Visit<br>+ Advanced Automated Documentation<br>Network Configuration Repository and Change Control                                                   |
| Onsite Service Inclusion         | Recurring Maintenance; Recurring Health Checks; Escalation to Field Services                                                                               | Recurring Maintenance; Recurring Health Checks; Escalation to Field Services                                                                                                    |
| Managed Backup                   | Marco Managed Backup 24TB                                                                                                                                  | Marco Managed Backup 24TB + Encrypted at Rest data                                                                                                                              |
| Monitoring                       | 24x7x365 Alert Monitoring                                                                                                                                  | 24x7x365 Alert Monitoring<br>+ Perch Security Appliance and Enhanced Network Device Monitoring and Management<br>Security Operations Center (SOC) Threat Detection & Monitoring |
| Patch Management                 | Microsoft                                                                                                                                                  | Microsoft<br>+ Third-Party Horizontal Application Patching (Adobe, Java, Chrome, etc.)                                                                                          |
| Managed Tools Services Included  | Monitoring and Patching Agent; Remote Management Agent; Anti-Virus and Anti-Malware; Email SPAM Security; Content Security; Lifecycle Management Reporting | Monitoring and Patching Agent; Remote Management Agent; Anti-Virus and Anti-Malware; Email SPAM Security; Content Security; Lifecycle Management Reporting                      |
| End User Security Awareness      | N/A                                                                                                                                                        | Enhanced End-User Security Training w/Phishing campaigns                                                                                                                        |
| Service Onboarding               | Installation of Management Tools and Services; Environment Documentation                                                                                   | Installation of Management Tools & Services; Environment Documentation                                                                                                          |
| Marco Security Assessment        | Unavailable                                                                                                                                                | Marco Technology & Security Assessment (If applicable)                                                                                                                          |
| Monthly Recurring                | \$12,621.72 (includes backup)                                                                                                                              | \$14,820.17 + One-Time Implementation \$12,166.25<br>OR<br>\$15,255.75 (labor leased through term)                                                                              |
| Additional Email Security Option | N/A                                                                                                                                                        | + \$1,105.84 recurring (\$6.01/user)<br>+ \$6,440 One-Time Labor Implementation                                                                                                 |

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 10/13/2020

Amount of time requested (minutes):

5

Dept.: Zoning

Prepared By:

Kristi Ruesink

State item(s) of business with brief analysis. If requesting multiple items, please number each item for clarity. Provide relevant material(s) for documentation. Please note on each item if documentation is needed and attached.

Consent Agenda:

Documentation  
(Yes/No):

Regular Agenda:

Documentation  
(Yes/No):

Consider approval of an Access Permit request for Menno & Sara Miller on property located in Section 4, Sumner Township

YES

All requests for County Board agenda must be in the Coordinator's office **No later than noon Wednesday prior to the Board date**. Items received after this time **will** not be placed on the Board agenda. All requests should be sent to: [bvickerman@co.fillmore.mn.us](mailto:bvickerman@co.fillmore.mn.us); [koman@co.fillmore.mn.us](mailto:koman@co.fillmore.mn.us) and [kruesink@co.fillmore.mn.us](mailto:kruesink@co.fillmore.mn.us)

# ACCESS PERMIT APPLICATION

## FILLMORE COUNTY

(This application must be fully completed before it can be processed. Failure to complete the form in its entirety will only result in further delays)

(1) Name of all Landowners: Memo + Sara Miller Phone #: 507-533-7761

Phone #: \_\_\_\_\_

email address: \_\_\_\_\_

Mailing Address: 33463 Cty Rd 1 Stewartville, MN 55976  
Address City State Zip

(2) Parcel #: 370018000

Permit # \_\_\_\_\_

(3) Legal Description (from deed, abstract, or Recorder's Office): \_\_\_\_\_  
To be filled out by the Zoning Office

Section: 4 (4) Township: 104 (5) Range: 13

Permission is being applied for to construct an access to County Road 1 at the following location

(qtr/qtr) \_\_\_\_\_ Section 4 Township Name 104

Reason for Access Field drive

TOTAL FEE: \$200.00 (NON-REFUNDABLE)

(4) Signature of all Landowners: Memo M. Miller Date: 9/24/20

Sara D. Miller Date: 9/24/20

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

After review of the site, it is recommended that the access be (approved) (disapproved) to the above applicant for the following reason(s). GAIN ACCESS TO FARM GROUNDS, GOOD SIGHT DISTANCE

Specifications/Conditions: FIELD ACCESS REQUIRES A 60 FT - 15" CULVERT. CONSTRUCT THE ACCESS WITH A 24 FT TOP AND 4% SLOPES

[Signature]  
County Engineer

9/28/2020  
Date

Cristal Adkins  
Zoning Administrator

10-5-2020  
Date

Based on the above recommendation and all other known facts, the Fillmore County Board of Commissioners do hereby (approve, disapprove) this request for an access to a county road.

Board Chairman \_\_\_\_\_

Date \_\_\_\_\_





#### Overview



#### Legend

- Road Center lines
- ▭ Parcels
- ▭ Municipalities
- ▭ Townships
- FEMA Flood Zone**
  - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
  - A
  - AE
  - AE, FLOODWAY
  - X PROTECTED BY LEVEE
- ▨ Bordering Countie

|                              |                                                                                                                                                                                         |                     |                    |                      |                        |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------------|----------------------|------------------------|
| <b>Parcel ID</b>             | 370018000                                                                                                                                                                               | <b>Alternate ID</b> | n/a                | <b>Owner Address</b> | MENNO M MILLER &       |
| <b>Sec/Twp/Rng</b>           | 04-104-013                                                                                                                                                                              | <b>Class</b>        | 101 - AGRICULTURAL |                      | SARAD MILLER           |
| <b>Property Address</b>      | 33463 COUNTY 1                                                                                                                                                                          | <b>Acreage</b>      | 26.08              |                      | 33463 COUNTY 1         |
|                              | STEWARTVILLE                                                                                                                                                                            |                     |                    |                      | STEWARTVILLE, MN 55976 |
| <b>District</b>              | SUMNER/SD #0534                                                                                                                                                                         |                     |                    |                      |                        |
| <b>Brief Tax Description</b> | Sect-04 Twp-104 Range-013 26.08 AC PT OF S 170.72 FT OF E 797 FT OF SE 1/4 NE 1/4 & E 769.94 FT OF NE 1/4 SE 1/4<br>EXC 30 X 220 IN NE COR<br>(Note: Not to be used on legal documents) |                     |                    |                      |                        |

Date created: 9/24/2020

Last Data Uploaded: 9/23/2020 11:32:34 PM

Developed by  **Schneider**  
GEOSPATIAL



# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 10/13/2020      Amount of time requested (minutes):

Dept.:       Prepared By:

State item(s) of business with brief analysis. If requesting multiple items, please number each item for clarity. Provide relevant material(s) for documentation. Please note on each item if documentation is needed and attached.

Consent Agenda:

Documentation  
(Yes/No):

1.

Regular Agenda:

Documentation  
(Yes/No):  
(No)

1. Consider hauler's license for GFL Environmental Inc
  - a. GFL is expecting to acquire a route within the county as part of the Advanced Disposal/Waste Management Merger

All requests for County Board agenda must be in the Coordinator's office **No later than noon Thursday prior to the Board date.** Items received after this time **will** not be placed on the Board agenda. All requests should be sent to: [bvickerman@co.fillmore.mn.us](mailto:bvickerman@co.fillmore.mn.us); [ainglett@co.fillmore.mn.us](mailto:ainglett@co.fillmore.mn.us); and [kruesink@co.fillmore.mn.us](mailto:kruesink@co.fillmore.mn.us)

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 10/13/2020      Amount of time requested (minutes): 

|    |
|----|
| 10 |
|----|

Dept.: 

|                 |
|-----------------|
| Social Services |
|-----------------|

      Prepared By: 

|             |
|-------------|
| Kevin Olson |
|-------------|

State item(s) of business with brief analysis. If requesting multiple items, please number each item for clarity. Provide relevant material(s) for documentation. Please note on each item if documentation is needed and attached.

Consent Agenda:

Documentation  
(Yes/No):

1.

Regular Agenda:

Documentation  
(Yes):

1. Consider approval of 2020/21 CSP Grant Contract between Fillmore County and DHS. Y
2. Consider approval of 2020/21 Respite Care Addendum between Fillmore County and DHS. Y

All requests for County Board agenda must be in the Coordinator's office **No later than noon Thursday prior to the Board date.** Items received after this time **will** not be placed on the Board agenda. All requests should be sent to: [bvickerman@co.fillmore.mn.us](mailto:bvickerman@co.fillmore.mn.us); [ainglett@co.fillmore.mn.us](mailto:ainglett@co.fillmore.mn.us); and [kruesink@co.fillmore.mn.us](mailto:kruesink@co.fillmore.mn.us)



## Minnesota Department of Human Services County Grant Contract

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This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and Fillmore County, an independent grantee, not an employee of the State of Minnesota, located at 902 Houston Street, Preston, MN 55965 ("COUNTY").

### RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the "Minnesota Comprehensive Adult Mental Health Act"), has authority to enter into contracts for the following services: create and ensure a unified, accountable, and comprehensive adult mental health system with services administered under Adult Mental Health Initiative and/or Community Support Program funding.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

### CONTRACT

#### 1. CONTRACT TERM AND SURVIVAL OF TERMS.

**1.1. Effective date:** This CONTRACT is effective on **January 1, 2021**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

**1.2. Expiration date.** This CONTRACT is valid through **December 31, 2022**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

**1.3. No performance before notification by STATE.** COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

**1.4. Survival of terms.** COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

**1.5. Time is of the essence.** COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

## **2. COUNTY'S DUTIES.**

**2.1 Duties.** COUNTY shall perform duties in accordance with **Attachment A**, County Duties, which is attached and incorporated into this CONTRACT.

**2.2 Accessibility.** Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [Minnesota IT \(MN.IT\) Accessibility Standards](#), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

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

**3.1 Consideration.** STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

**a. Compensation.** COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.

1. Attachment B, "Budget", covers two full calendar years. The total budget amount indicated in Attachment B is to be dispersed over two calendar years. In calendar year 2021, COUNTY shall not invoice the STATE, and STATE shall not pay COUNTY, for more than half of the total budget amount indicated in Attachment B.
2. All expenditures must be for services or items necessary for the delivery of those services. "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which exceeds \$5,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements,

rearrangements, reinstallations, renovations, alterations, or repairs of the items listed above that materially increase their value or useful life.

3. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, revisions shall be done on a form provided by the STATE. Revisions are required when adding or removing a BRASS code from the budget or adding or removing a provider(s). Shifting of funds between budget line items does not require an amendment. Amendments are required when extending the end date or changing the total grant award, pursuant to Clause 16.1 of CONTRACT. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change on a form provided by STATE.

- b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan](#).<sup>1</sup> COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.
- c. Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **one hundred three thousand, five hundred seventy two dollars (\$103,572)**.
- d. Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

### 3.2. Terms of payment

- a. Advance.** The COUNTY will receive one initial payment of **twelve thousand, nine hundred forty seven dollars (\$12,947)** pursuant to Minnesota Administrative Rule 9535.1740 at the start of the CONTRACT. The COUNTY is not eligible to receive a cash advance from the STATE in Year 2 of the CONTRACT.
- b. Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted via quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895) specific to the grant, and according to the following schedule: **following each March 31, June 30, September 30, and December 31.**
- c. Reconciliation.** Within sixty (60) days of the end of the grant period, the STATE will complete a reconciliation of payments issued against expenditures reported by the COUNTY. If actual

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<sup>1</sup> <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

expenditures by the COUNTY are less than listed in the total approved program budget at the end of the CONTRACT, the STATE shall reduce the final payment so as not to exceed total expenditures.

#### **4. CONDITIONS OF PAYMENT.**

**4.1. Satisfaction of STATE.** All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

**4.2. Payments to subcontractors.** As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**4.3. Administrative costs and reimbursable expenses.** Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

#### **5. PAYMENT RECOUPMENT.**

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 1, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

## **6. CANCELLATION.**

**6.1. For cause or convenience.** In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

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

**6.3. Breach.** Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

## **7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.**

**7.1. State.** STATE's authorized representative for the purposes of administration of this CONTRACT is **Gertrude Matemba-Mutasa** or successor. Phone and email: **gertrude.matemba-mutasa@state.mn.us, 651-431-6408**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

**7.2. County.** COUNTY's Authorized Representative is **Kevin Olson** or successor. Phone and email: **507-765-2624, kolson@co.fullmore.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

**7.3. Information Privacy and Security.** COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Bobbie Hillery** or successor. Phone and email: **507-765-2811, bhillery@co.fillmore.mn.us**.

## **8. INSURANCE REQUIREMENTS.**

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

## **9. LIABILITY.**

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

**10. INFORMATION PRIVACY AND SECURITY.** Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associate Agreement Terms and Conditions" which is attached and incorporated into this CONTRACT as **Attachment C**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

## **11. INTELLECTUAL PROPERTY RIGHTS.**

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

**11.2. Ownership.** STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright



protection under the United States Copyright Act will be deemed to be “works made for hire.” If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

### **11.3. Responsibilities.**

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in COUNTY’s or STATE’s opinion is likely to arise, COUNTY must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

**12. OWNERSHIP OF EQUIPMENT.** The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

### **13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.**

#### **13.1. State audit.**

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

**13.2. Independent audit.** If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT, a copy of the audit must be submitted to STATE within thirty (30) days of the audit's completion.

**13.3. Federal audit requirements and COUNTY debarment information.** COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

#### **13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.**

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

#### **13.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.**

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

##### **a. Instructions for Certification**

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**b. Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

**14. JURISDICTION AND VENUE.**

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**15. CLERICAL ERRORS AND NON-WAIVER.**

**15.1. Clerical error.** Notwithstanding Clause 16.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

**15.2. Non-waiver.** If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

**16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.**

**16.1. Amendments.** Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

**16.2. Assignment.** COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

**16.3. Entire Agreement.**

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

**16.4. Drafting party.** The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

## **17. PROCURING GOODS AND CONTRACTED SERVICES.**

**17.1. Contracting and bidding requirements.** COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

**17.2 Debarred vendors.** In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

## **18. SUBCONTRACTS.**

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and sub-recipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

## **19. LEGAL COMPLIANCE.**

**19.1 General compliance.** All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

**19.2 Nondiscrimination.** COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

**19.3 Grants management policies.** COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

**19.4 Conflict of interest.** COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

## **20. OTHER PROVISIONS**

**20.1. No Religious Based Counseling.** COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

**20.2. Contingency Planning.** This section applies if COUNTY will be fulfilling Priority 1 or Priority 2 functions under this contract. A *Priority 1* function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A *Priority 2* function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, COUNTY and any subcontractor will have a contingency plan. The contingency plan shall:

- a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;
- b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;
- d. Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- e. Provide alternative operating plans for Priority 1 or Priority 2 functions;
- f. Include a procedure for returning to normal operations; and
- g. Be available for inspection upon request.

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

**20.4. Complaints.** COUNTY shall work cooperatively and proactively with STATE to resolve complaints received from an Individual; from an authorized representative; from a partnering entity; from a community organization; or from a state, federal, or other health oversight agency. STATE will provide technical assistance for process improvements related to complaints received.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

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

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

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

Contract No: \_\_\_\_\_

**Distribution: (fully executed contract to each)**

Contracting and Legal Compliance Division

County

State Authorized Representative

**2. COUNTY**

*Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.*

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

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

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

**3. STATE AGENCY**

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

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

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

## ATTACHMENT A: COUNTY DUTIES

The following items will be evaluated throughout the contract period: 1/1/21-12/31/22.

| Objective                                                                                                                                                            | Description of Tasks and Deliverables                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Evaluation Method        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>CSP only</b>                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |
| Ensure that Community Support Plan services are planned and administered according to Minn. Stat. <a href="#">245.4712</a>                                           | <ul style="list-style-type: none"> <li>Assure sufficient community support services are available to meet the needs of adults with SPMI in the county</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Twice yearly site visits |
| <b>AMHI and CSP</b>                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                          |
| Work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act Minn. Stat. <a href="#">245.461</a>                           | <ul style="list-style-type: none"> <li>Lived experience with mental illness guides the governance and services</li> <li>Brings together people with lived experience, providers, counties, tribes, MCOs and DHS to fully utilize all available resources to meet regional needs.</li> <li>Develops and provides an array of person centered services that builds on personal and cultural strengths.</li> <li>Utilizes a data driven model to evaluate the impact of services on health outcomes.</li> <li>Assures access, early intervention, coordination, and application of resources through creative partnerships.</li> </ul> | Twice yearly site visits |
| Ensure all revenue received by COUNTY and its contracted or subcontracted providers is managed according to Minnesota Rules chapter <a href="#">9535.1740</a> subd.3 | <ul style="list-style-type: none"> <li>Submit quarterly fiscal reports / invoices to DHS for payment</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Twice yearly site visits |
| Ensure their contracted providers bill eligible insurance before accessing Adult Mental Health grant funding                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Twice yearly site visits |
| Have a transition plan that complies with Minnesota Statute <a href="#">245.466 subd.3a</a>                                                                          | <ul style="list-style-type: none"> <li>Transition plan for continuity of care in the event of contract termination with a community mental health center</li> <li>Transition plan for continuity of care in the event of contract termination with a community support services provider</li> </ul>                                                                                                                                                                                                                                                                                                                                 | Twice yearly site visits |
| Complete all required data reporting and ensure their contracted providers are completing all required data reporting                                                | <ul style="list-style-type: none"> <li>MHIS data reporting completed twice a year</li> <li>SSIS data reporting completed</li> <li>Supplemental spreadsheet reporting completed twice a year</li> <li>Effort made to have providers reporting into MHIS instead of the supplemental spreadsheet</li> </ul>                                                                                                                                                                                                                                                                                                                           | Twice yearly site visits |



|                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                             |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Meet the policy requirements from the <a href="#">Office of Grants Management</a> for all subcontracts that are over \$50,000                                                                            | <ul style="list-style-type: none"> <li>• Grant monitoring plan for all subcontracts over \$50,000, including site visits and financial reconciliation</li> <li>• Conflict of interest assessed and documented</li> </ul>                                                                                    | Twice yearly site visits |
| Incorporate the <a href="#">National Culturally and Linguistically Appropriate Services (CLAS) Standards</a> into County administered services and contracts/agreements with community service providers | <ul style="list-style-type: none"> <li>• Demonstrated effort to provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs</li> </ul> | Twice yearly site visits |

## Attachment B – Budget

| Grant Budget Summary            |            |          |            |            |
|---------------------------------|------------|----------|------------|------------|
| 2895 BRASS Code Summary for:    |            | Fillmore |            |            |
| Funding Totals                  |            |          |            |            |
|                                 | CSP        | AMHI     | Moose Lake | TOTAL      |
| TOTAL ALLOCATION                | \$ 103,572 | \$ -     | \$ -       | \$ 103,572 |
| Requested Funding By BRASS Code |            |          |            |            |
| BRASS CODE                      | CSP        | AMHI     | Moose Lake | TOTAL      |
| 402                             | \$ 2,000   | \$ -     | \$ -       | \$ 2,000   |
| 403                             | \$ -       | \$ -     | \$ -       | \$ -       |
| 408                             | \$ -       | \$ -     | \$ -       | \$ -       |
| 416                             | \$ 6,572   | \$ -     | \$ -       | \$ 6,572   |
| 418                             | \$ 2,000   | \$ -     | \$ -       | \$ 2,000   |
| 420                             | \$ -       | \$ -     | \$ -       | \$ -       |
| 431                             | \$ -       | \$ -     | \$ -       | \$ -       |
| 434                             | \$ -       | \$ -     | \$ -       | \$ -       |
| 436                             | \$ -       | \$ -     | \$ -       | \$ -       |
| 437                             | \$ -       | \$ -     | \$ -       | \$ -       |
| 438                             | \$ -       | \$ -     | \$ -       | \$ -       |
| 443                             | \$ -       | \$ -     | \$ -       | \$ -       |
| 446                             | \$ -       | \$ -     | \$ -       | \$ -       |
| 451                             | \$ -       | \$ -     | \$ -       | \$ -       |
| 452                             | \$ -       | \$ -     | \$ -       | \$ -       |
| 454                             | \$ -       | \$ -     | \$ -       | \$ -       |
| 468                             | \$ -       | \$ -     | \$ -       | \$ -       |
| 469                             | \$ -       | \$ -     | \$ -       | \$ -       |
| 474                             | \$ 5,000   | \$ -     | \$ -       | \$ 5,000   |
| 491                             | \$ 88,000  | \$ -     | \$ -       | \$ 88,000  |
| 493                             | \$ -       | \$ -     | \$ -       | \$ -       |

**ATTACHMENT C –  
DATA SHARING AND BUSINESS ASSOCIATE AGREEMENT  
TERMS AND CONDITIONS**

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This Attachment sets forth the terms and conditions in which STATE will share data with and permit COUNTY to Use or Disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act ("MGDPA") under Minnesota Statutes, chapter 13, the Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA"), and other Applicable Safeguards.

The parties agree to comply with all applicable provisions of the MGDPA, HIPAA, and any other Applicable Safeguard that applies to the Protected Information.

General Description of Protected Information That Will Be Shared: Adult Mental Health Initiative (AMHI) and/or Community Support Program (CSP) data for the term of the contract

Purpose for Sharing Protected Information and Expected Outcomes: Review of AMHI and/or CSP grantee projects to assure program integrity, quality, and effectiveness.

STATE is permitted to share the Protected Information with COUNTY pursuant to: Minnesota Data Practices Act under Minnesota Statutes, Chapter 13

It is expressly agreed that COUNTY is a "business associate" of STATE, as defined by HIPAA under 45 C.F.R. § 160.103, "Definitions." The Disclosure of Protected Health Information to COUNTY that is subject to the Health Insurance Portability Accountability Act (HIPAA) is permitted by 45 C.F.R. § 164.502(e)(1)(i), "Standard: Disclosures to Business Associates."

It is understood by COUNTY that, as a business associate under HIPAA, COUNTY is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making Uses and Disclosures of Protected Health Information that are not authorized by contract or permitted by law. COUNTY is also directly liable and subject to civil penalties for failing to safeguard electronic Protected Health Information in accordance with the HIPAA Security Rule, Subpart C of 45 C.F.R. Part 164, "Security and Privacy."

#### DEFINITIONS

- A. "Agent" means COUNTY'S employees, contractors, subcontractors, and other non-employees and representatives.

- B. "Applicable Safeguards" means the state and federal safeguards listed in subsection 2.1.A of this Attachment.
- C. "Breach" means the acquisition, access, Use, or Disclosure of unsecured Protected Health Information in a manner not permitted by HIPAA, which compromises the security or privacy of Protected Health Information.
- D. "Business Associate" shall generally have the same meaning as the term "business associate" found in 45 C.F.R. § 160.103, and in reference to the party in the Contract and this Attachment, shall mean COUNTY.
- E. "Contract" means the Grant Contract between STATE and COUNTY to which this Attachment is attached.
- F. "Disclose" or "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information by the entity in possession of the Protected Information.
- G. "HIPAA" means the rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164.
- H. "Individual" means the person who is the subject of protected information.
- I. "Privacy Incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in the Contract and this Attachment.
- J. "Protected Information" means any information, regardless of form or format, which is or will be Used by STATE or COUNTY under the Contract that is protected by federal or state privacy laws, statutes, regulations, policies, or standards, including those listed in this Attachment. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member. Protected Information also includes, but is not limited to, Protected Health Information, as defined below, and Protected Information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.
- K. "Protected Health Information" is a subset of Protected Information (defined above) and has the same meaning as the term "protected health information" found in 45 C.F.R. § 160.103. For the purposes of this Attachment, it refers only to that information that is received, created, maintained, or transmitted by COUNTY as a Business Associate on behalf of STATE.
- L. "Security Incident" means the attempted or successful unauthorized accessing, Use, or interference with system operations in an information management system or application. "Security Incident" does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above,

provided that such activities do not result in the unauthorized exposure, viewing, obtaining, accessing, or Use of Protected Information.

- M. "Use" or "Used" means any activity involving Protected Information including its creation, collection, access, acquisition, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, Disclosure, transmission, or destruction. "Use" includes any of these activities whether conducted manually or by electronic or computerized means.

## **1. INFORMATION EXCHANGED**

- 1.1** This Attachment governs the data that will be exchanged pursuant to COUNTY performing the services described in the Contract. The data exchanged under the Contract will include: BRASS Code data by client including, but not limited to, demographic information such as age, sex, race, the number of people served, and information related to housing, employment, hospitalization, symptoms, and satisfaction with services reported by COUNTY and its SUBCONTRACTORS to STATE. Data is submitted via the Mental Health Information System (MHIS), the Social Services Information System (SSIS), and other encrypted spreadsheet as directed by the STATE.
- 1.2** The data exchanged under the Contract is provided to STATE by COUNTY and its SUBCONTRACTORS for: review of AMHI and/or CSP grantee projects to assure program integrity, quality, and effectiveness and to ensure COUNTY is meeting the terms of the Contract.
- 1.3** It is permissible to share the Protected Information between STATE and COUNTY pursuant to: the terms and conditions of the Contract and this Data Sharing and Business Associate Agreement in accordance with the Minnesota Data Practices Act under Minnesota Statutes, Chapter 13.

## **2. INFORMATION PRIVACY AND SECURITY**

COUNTY and STATE must comply with the MGDPA, HIPAA, and all other Applicable Safeguards as they apply to all data provided by STATE under the Contract, and as they apply to all data created, collected, received, stored, Used, maintained, or disseminated by COUNTY under the Contract. The civil remedies of Minn. Stat. § 13.08, "Civil Remedies," apply to COUNTY and STATE. Additionally, the remedies of HIPAA apply to the release of data governed by HIPAA.

### **2.1 Compliance with Applicable Safeguards.**

- A. State and Federal Safeguards.** The parties acknowledge that the Protected Information to be shared under the terms of the Contract may be subject to one or

more of the laws, statutes, regulations, rules, policies, and standards, as applicable and as amended or revised ("Applicable Safeguards"), listed below, and agree to abide by the same.

1. Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA");
2. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
3. Minnesota Health Records Act (Minn. Stat. § 144.291–144.34);
4. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2, "Confidentiality of Records," and 42 C.F.R. Part 2, "Confidentiality of Substance Use Disorder Patient Records");
5. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103, "Confidentiality and Disclosure of Returns and Return Information," and Internal Revenue Service Publication 1075;
6. U.S. Privacy Act of 1974;
7. Computer Matching Requirements (5 U.S.C. § 552a, "Records Maintained on Individuals");
8. Social Security Data Disclosure (section 1106 of the Social Security Act: 42 USC § 1306, "Disclosure of information in Possession of Social Security Administration or Department of Health and Human Services");
9. Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook, Internal Revenue Service Publication 3373);
10. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260, "Privacy and Security of Personally Identifiable Information,");
11. NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," Revision 4 (NIST.SP.800-53r4), and;
12. All state of Minnesota ["Enterprise Information Security Policies and Standards."](#)<sup>2</sup>

The parties further agree to comply with all other laws, statutes, regulations, rules, and standards, as amended or revised, applicable to the exchange, Use and Disclosure of data under the Contract.

- B. Statutory Amendments and Other Changes to Applicable Safeguards.** The Parties agree to take such action as is necessary to amend the Contract and this Attachment from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

## 2.2 COUNTY Data Responsibilities

### A. Use Limitation.

1. *Restrictions on Use and Disclosure of Protected Information.* Except as otherwise

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<sup>2</sup> See <https://mn.gov/mnit/government/policies/security/>

authorized in the Contract or this Attachment, COUNTY may only Use or Disclose Protected Information as minimally necessary to provide the services to STATE as described in the Contract and this Attachment, or as otherwise required by law, provided that such Use or Disclosure of Protected Information, if performed by STATE, would not violate the Contract, this Attachment, HIPAA, or state and federal statutes or regulations that apply to the Protected Information.

2. *Federal tax information.* To the extent that Protected Information Used under the Contract constitutes “federal tax information” (FTI), COUNTY shall ensure that this data only be Used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication 1075.

**B. Individual Privacy Rights.** COUNTY shall ensure Individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

1. *Complaints.* COUNTY shall work cooperatively and proactively with STATE to resolve complaints received from an Individual; from an authorized representative; or from a state, federal, or other health oversight agency.
2. *Amendments to Protected Information Requested by Data Subject Generally.* Within three (3) business days, COUNTY must forward to STATE any request to make any amendment(s) to Protected Information in order for STATE to satisfy its obligations under Minn. Stat. § 13.04, “Rights of Subjects of Data,” subd. 4. If the request to amend Protected Information pertains to Protected Health Information, then COUNTY must also make any amendment(s) to Protected Health Information as directed or agreed to by STATE pursuant to 45 C.F.R. § 164.526, “Amendment of Protected Health Information,” or otherwise act as necessary to satisfy STATE or COUNTY’s obligations under 45 CF.R. § 164.526 (including, as applicable, Protected Health Information in a designated record set).

**C. Background Review and Reasonable Assurances of Agents.**

1. *Reasonable Assurances.* COUNTY represents that, before any Agent is allowed to Use or Disclose Protected Information, COUNTY has conducted and documented a background review of the Agent sufficient to provide COUNTY with reasonable assurances that the Agent will fully comply with the terms of the Contract, this Attachment and Applicable Safeguards.
2. **Documentation.** COUNTY shall make available documentation required by this Section upon request by STATE.

**D. Ongoing Responsibilities to Safeguard Protected Information.**

1. *Privacy and Security Safeguards.* COUNTY shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards that comply with the Applicable Safeguards to ensure the privacy and security of the Protected Information, and to prevent the Use or Disclosure of Protected Information, except as expressly permitted by the Contract and this Attachment.
2. **Electronic Protected Information.** COUNTY shall implement and maintain appropriate safeguards with respect to electronic Protected Information, and comply with Subpart C of 45 C.F.R. Part 164 (HIPAA Security Rule) with respect to to prevent the Use or Disclosure other than as provided for by the Contract or this Attachment.
3. *Monitoring Agents.* COUNTY shall ensure that any Agent to whom COUNTY Discloses Protected Information on behalf of STATE, or whom COUNTY employs or retains to create, receive, Use, store, Disclose, or transmit Protected Information on behalf of STATE, agrees in writing to the same restrictions and conditions that apply to COUNTY under the Contract and this Attachment with respect to such Protected Information, and in accordance with 45 C.F.R. §§ 164.502, "Use and Disclosure of Protected Health Information: General Rules," subpart (e)1)(ii) and 164.308, "Administrative Safeguards," subpart (b)(2).
4. **Encryption.** According to the state of Minnesota's "[Enterprise Information Security Policies and Standards](#),"<sup>3</sup> COUNTY must use encryption to store, transport, or transmit Protected Information and must not use unencrypted email to transmit Protected Information.
5. *Minimum Necessary Access to Protected Information.* COUNTY shall ensure that its Agents acquire, access, Use, and Disclose only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.
6. *Training and Oversight.* COUNTY shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract and this Attachment.

**E. Responding to Privacy Incidents, Security Incidents, and Breaches.** COUNTY will comply with this Section for all Protected Information shared under the Contract. Additional obligations for specific kinds of Protected Information shared under the Contract are addressed in subsection 2.2(F), "Reporting Privacy Incidents, Security

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<sup>3</sup> <https://mn.gov/mnit/government/policies/security/>



Incidents, and Breaches.”

1. *Mitigation of harmful effects.* Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, COUNTY will mitigate, to the extent practicable, any harmful effect of the Privacy Incident, Security Incident, and/or Breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected Individuals.
2. *Investigation.* Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, COUNTY will investigate to (1) determine the root cause of the incident, (2) identify Individuals affected, (3) determine the specific Protected Information impacted, and (4) comply with notification and reporting provisions of the Contract, this Attachment, and applicable law.
3. *Corrective action.* Upon identifying the root cause of any Privacy Incident, Security Incident, and/or Breach, COUNTY will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, sanctioning Agents, and/or revising policies and procedures.
4. *Notification to Individuals and others; costs incurred.*
  - a. **Protected Information.** COUNTY will determine whether notice to data subjects and/or any other external parties regarding any Privacy Incident or Security Incident is required by law. If such notice is required, COUNTY will fulfill the STATE’s and COUNTY’s obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05, “Duties of Responsible Authority,” and 13.055, “Disclosure of Breach in Security.”
  - b. **Protected Health Information.** If a Privacy Incident or Security Incident results in a Breach of Protected Health Information, as these terms are defined in this Attachment and under HIPAA, then COUNTY will provide notice to Individual data subjects under any applicable law requiring notification, including but not limited to providing notice as outlined in 45 C.F.R. § 164.404, “Notification to Individuals.”
  - c. **Failure to notify.** If COUNTY fails to timely and appropriately notify Individual data subjects or other external parties under subparagraph (a), then COUNTY will reimburse STATE for any costs, fines, or penalties incurred as a result of COUNTY’s failure to timely provide appropriate notification.
5. *Obligation to report to STATE.* Upon discovery of a Privacy Incident, Security Incident, and/or Breach, COUNTY will report to STATE in writing as further specified in subsection 2.2(F).

- a. **Communication with authorized representative.** COUNTY will send any written reports to, and communicate and coordinate as necessary with, STATE's authorized representative or designee.
- b. **Cooperation of response.** COUNTY will cooperate with requests and instructions received from STATE regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the Security Incident, Privacy Incident, and/or Breach, and all matters pertaining to reporting and notification of a Security Incident, Privacy Incident, and/or Breach.
- c. **Information to respond to inquiries about an investigation.** COUNTY will, as soon as possible, but not later than forty-eight (48) hours after a request from STATE, provide STATE with any reports or information requested by STATE related to an investigation of a Security Incident, Privacy Incident, and/or Breach.

6. *Documentation.* COUNTY will document actions taken under paragraphs 1 through 5 of this Section, and retain this documentation for a minimum of six (6) years from the date it discovered the Privacy Incident, Security Incident, and/or Breach or the time period required by Section H, whichever is longer. COUNTY shall provide such documentation to STATE upon request.

**F. Reporting Privacy Incidents, Security Incidents, and Breaches.** COUNTY will comply with the reporting obligations of this Section as they apply to the kind of Protected Information involved. COUNTY will also comply with Subsection 2.2(E), "Responding to Privacy Incidents, Security Incidents, and Breaches," above in responding to any Privacy Incident, Security Incident, and/or Breach.

1. *Protected Health Information.* COUNTY will report Privacy Incidents, Security Incidents, and/or Breaches involving Protected Health Information as follows:

- a. **Reporting Breaches to STATE.** COUNTY will report, in writing, any Breach involving Protected Health Information to STATE within five (5) calendar days of discovery, as defined in 45 C.F.R. § 164.410, "Notification by a Business Associate," subpart (a)(2), for all Breaches involving fewer than 500 Individuals, and immediately for all Breaches involving 500 or more Individuals. These reports shall include, at a minimum, the following information:
  - 1. Identity of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by COUNTY, to have been accessed, acquired, Used, or Disclosed during the incident or Breach.
  - 2. Description of the compromised Protected Health Information.
  - 3. Date of the Breach.
  - 4. Date of the Breach's discovery.
  - 5. Description of the steps taken to investigate the Breach, mitigate its

- impact, and prevent future Breaches.
6. Sanctions imposed on COUNTY's Agents involved in the Breach.
  7. All other information that must be included in notification to the Individual under 45 C.F.R. § 164.404(c).
  8. Statement that COUNTY has notified, or will notify, impacted Individuals in accordance with 45 C.F.R. § 164.404 and, upon the completion of said notifications, provide through documentation of the recipients, date, content, and manner of the notifications.
- b. Reporting Breaches to external parties.** COUNTY shall timely report all Breaches involving Protected Health Information to the impacted Individuals (as specified in 45 C.F.R. § 164.404), the U.S. Department of Health and Human Services (as specified in 45 C.F.R § 164.408, "Notification to the Secretary"), and, for Breaches involving 501 or more Individuals, to the media (as specified in 45 C.F.R. § 164.406, "Notification to the Media"). As soon as possible and no later than 10 (ten) business days prior to any report to the media required by 45 C.F.R. § 164.406, COUNTY shall draft and provide to STATE for its review and approval all Breach-related reports or statements intended for the media.
- c. Reporting Security Incidents that do not result in a Breach to STATE.** COUNTY will report, in writing, all Security Incidents that do not result in a Breach, but involve systems maintaining Protected Health Information created, received, maintained, or transmitted by COUNTY or its Agents on behalf of STATE, to STATE on a monthly basis, in accordance with 45 C.F.R § 164.314, "Organizational Requirements."
- d. Reporting other violations to STATE.** COUNTY will report, in writing, any other Privacy Incident and/or violation of an Individual's privacy rights as it pertains to Protected Health Information to STATE within five (5) calendar days of discovery as defined in 45 C.F.R. § 164.410(a)(2). This includes, but is not limited to, any violation of Subpart E of 45 C.F.R. Part 164.
- 4. Other Protected Information.** COUNTY will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE.
- a. Initial report.** COUNTY will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE, in writing, within five (5) calendar days of discovery. If COUNTY is unable to complete its investigation of, and response to, a Privacy Incident, Security Incident, and/or Breach within five (5) calendar days of discovery, then COUNTY will provide STATE with all information under subsections 2.2(E)(1)–(4), of this Attachment that are available to COUNTY at the time of the initial report, and provide updated reports as additional information becomes available.
  - b. Final report.** COUNTY will, upon completion of its investigation of and response to a Privacy Incident, Security Incident, and/or Breach, or upon

STATE's request in accordance with subsection 2.2(E)(5) submit in writing a report to STATE documenting all actions taken under subsections 2.2(E)(1)–(4), of this Attachment.

**G. Designated Record Set—Protected Health Information.** If, on behalf of STATE, COUNTY maintains a complete or partial designated record set, as defined in 45 C.F.R. § 164.501, "Definitions," upon request by STATE, COUNTY shall, in a time and manner that complies with HIPAA or as otherwise directed by STATE:

1. Provide the means for an Individual to access, inspect, or receive copies of the Individual's Protected Health Information.
2. Provide the means for an Individual to make an amendment to the Individual's Protected Health Information.

**H. Access to Books and Records, Security Audits, and Remediation.** COUNTY shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all Applicable Safeguards and the terms of the Contract and this Attachment.

1. COUNTY represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Contract and this Attachment, including, as applicable, all data centers and cloud computing or hosting services under contract with COUNTY. COUNTY will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Attachment.
2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, "General Nonpublic Data," subd. 1(a) and 2(a).
3. COUNTY agrees to make its internal practices, books, audits, and records related to its obligations under the Contract and this Attachment available to STATE or a STATE designee upon STATE's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine COUNTY's or STATE's compliance with Applicable Safeguards, the terms of this Attachment and accounting standards. For purposes of this provision, other authorized government officials includes, but is not limited to, the Secretary of the United States Department of Health and Human Services.
4. COUNTY will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by STATE or other authorized government official(s), in a commercially reasonable

timeframe.

- I. **Documentation Required.** Any documentation required by this Attachment, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by COUNTY, or of other matters pertinent to the execution of the Contract, must be securely maintained and retained by COUNTY for a period of six years from the date of expiration or termination of the Contract, or longer if required by applicable law, after which the documentation must be disposed of consistent with subsection 2.6 of this Attachment.

COUNTY shall document Disclosures of Protected Health Information made by COUNTY that are subject to the accounting of disclosure requirement described in 45 C.R.F. 164.528, "Accounting of Disclosures of Protected Health Information," and shall provide to STATE such documentation in a time and manner designated by STATE at the time of the request.

- J. **Requests for Disclosure of Protected Information.** If COUNTY or one of its Agents receives a request to Disclose Protected Information, COUNTY shall inform STATE of the request and coordinate the appropriate response with STATE. If COUNTY Discloses Protected Information after coordination of a response with STATE, it shall document the authority used to authorize the Disclosure, the information Disclosed, the name of the receiving party, and the date of Disclosure. All such documentation shall be maintained for the term of the Contract or six years after the date of the Disclosure, whichever is later, and shall be produced upon demand by STATE.

- K. **Conflicting Provisions.** COUNTY shall comply with all applicable provisions of HIPAA and with the Contract and this Attachment. To extent that the parties determine, following consultation, that the terms of this Attachment are less stringent than the Applicable Safeguards, COUNTY must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, COUNTY must comply with the most stringent Applicable Safeguard.

- L. **Data Availability.** COUNTY, or any entity with legal control of any Protected Information provided by STATE, shall make any and all Protected Information under the Contract and this Attachment available to STATE upon request within a reasonable time as is necessary for STATE to comply with applicable law.

## 2.3 Data Security.

- A. **STATE Information Management System Access.** If STATE grants COUNTY access to Protected Information maintained in a STATE information management system (including a STATE "legacy" system) or in any other STATE application, computer, or

storage device of any kind, then COUNTY agrees to comply with any additional system- or application-specific requirements as directed by STATE.

- B. Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, "Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations"; 800-77, "Guide to IPsec VPNs"; 800-113, "Guide to SSL VPNs," or other methods validated under Federal Information Processing Standards (FIPS) 140-2, "Security Requirements for Cryptographic Modules." As part of its compliance with the NIST publications, and the State of Minnesota's "Enterprise Information Security Policies and Standards," DATA SHARING PARTNER must use encryption to store, transport, or transmit any Protected Information. DATA SHARING PARTNER must not use unencrypted email to send any Protected Information to anyone, including STATE.
- C. Portable Media and Devices.** The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, "Guide to Storage Encryption Technologies for End User Devices."

## **2.4 COUNTY Permitted Uses and Responsibilities.**

- A. Management and Administration.** Except as otherwise limited in the Contract or this Attachment, COUNTY may:
1. Use Protected Health Information for the proper management and administration of COUNTY or to carry out the legal responsibilities of COUNTY.
  2. **Disclose Protected Health Information for the proper management and administration of COUNTY**, provided that:
    - a. The Disclosure is required by law; or
    - b. The Disclosure is required to perform the services provided to or on behalf of STATE or the Disclosure is otherwise authorized by STATE, and COUNTY:
      - i. Obtains reasonable assurances from the entity to whom the Protected Health Information will be Disclosed that the Protected Health Information will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the entity; and

- ii. Requires the entity to whom Protected Health Information is Disclosed to notify COUNTY of any instances of which it is aware in which the confidentiality of Protected Health Information has been Breached or otherwise compromised.

- B. Notice of Privacy Practices.** If COUNTY's duties and responsibilities require it, on behalf of STATE, to obtain individually identifiable health information from Individual(s), then COUNTY shall, before obtaining the information, confer with STATE to ensure that any required Notice of Privacy Practices includes the appropriate terms and provisions.
- C. De-identify Protected Health Information.** COUNTY may use Protected Health Information to create de-identified Protected Health Information provided that COUNTY complies with the de-identification methods specified in 45 C.F.R. § 164.514, "Other Requirements Relating to Uses and Disclosures of Protected Health Information." De-identified Protected Health Information remains the sole property of STATE and can only be Used or Disclosed by COUNTY on behalf of STATE and pursuant to the Contract or by prior written approval of STATE.
- D. Aggregate Protected Health Information.** COUNTY may use Protected Health Information to perform data aggregation services for STATE, and any such aggregated data remains the sole property of STATE. The COUNTY must have the written approval of STATE prior to using Protected Health Information to perform data analysis or aggregation for parties other than STATE.

## **2.5 STATE Data Responsibilities**

- A. STATE shall Disclose Protected Information to COUNTY only as authorized by law to COUNTY.
- B. STATE shall obtain any consents or authorizations that may be necessary for it to Disclose Protected Information with COUNTY.
- C. STATE shall notify COUNTY of any limitations that apply to STATE's Use and Disclosure of Protected Information—including any restrictions on certain Disclosures of Protected Health Information requested under 45 C.F.R. § 164.522, "Rights to Request Privacy Protection for Protected Health Information," subpart (a), to which STATE has agreed and that would also limit the Use or Disclosure of Protected Information by COUNTY.
- D. STATE shall refrain from requesting COUNTY to Use or Disclose Protected Information in a manner that would violate applicable law or would be impermissible if the Use or Disclosure were performed by STATE.

**2.6 Obligations of COUNTY Upon Expiration or Cancellation of the Contract.** Upon expiration or termination of the Contract for any reason:

- A. In compliance with the procedures found in the Applicable Safeguards listed in subsection 2.1.A, or as otherwise required by applicable industry standards, or directed by STATE, COUNTY shall immediately destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to STATE all Protected Information that it still maintains.
- B. COUNTY shall ensure and document that the same action is taken for all Protected Information shared by STATE that may be in the possession of its Agents. COUNTY and its Agents shall not retain copies of any Protected Information.
- C. In the event that COUNTY determines that returning or destroying the Protected Information is not feasible or would interfere with its ability to carry out its legal responsibilities, maintain appropriate safeguards, and/or comply with Subpart C of 45 C.F.R. Part 164, it shall notify STATE of the specific laws, rules, policies, or other circumstances that make return or destruction not feasible or otherwise inadvisable. Upon mutual agreement of the Parties that return or destruction of Protected Information is not feasible or otherwise inadvisable, COUNTY will continue to extend the protections of the Contract and this Attachment to the Protected Information and take all measures possible to limit further Uses and Disclosures of the Protected Information for so long as it is maintained by COUNTY or its Agents.
- D. COUNTY shall document and verify in a written report to STATE the disposition of Protected Information. The report shall include at a minimum the following information:
  - 1. A description of all Protected Information that has been sanitized or destroyed, whether performed internally or by a service provider;
  - 2. The method by which, and the date when, the Protected Data were destroyed, sanitized, or securely returned to STATE; and
  - 3. The identity of organization name (if different than COUNTY), and name, address, and phone number, and signature of Individual, that performed the activities required by this Section.
- E. Documentation required by this Section shall be made available upon demand by STATE.
- F. Any costs incurred by COUNTY in fulfilling its obligations under this Section will be the sole responsibility of COUNTY.

**3. INSURANCE REQUIREMENTS**



- 3.1 Network Security and Privacy Liability Insurance.** COUNTY shall, at all times during the term of the Contract, keep in force a network security and privacy liability insurance policy. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

COUNTY shall maintain insurance to cover claims which may arise from failure of COUNTY's security or privacy practices resulting in, but not limited to, computer attacks, unauthorized access, Disclosure of not public data including but not limited to confidential or private information or Protected Health Information, transmission of a computer virus, or denial of service.

**4. INTERPRETATION**

- 4.1 Any ambiguity in this Agreement shall be interpreted to permit compliance with all Applicable Safeguards.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

|                                     |                        |                              |                     |
|-------------------------------------|------------------------|------------------------------|---------------------|
| Contract Start Date:                | <u>04/01/2020</u>      | Total Contract Amount:       | <u>\$ 17,783.00</u> |
| Original Contract Expiration Date:  | <u>06/30/2021</u>      | Original Contract:           | <u>\$ 17,783.00</u> |
| Current Contract Expiration Date:   | <u>[IF APPLICABLE]</u> | Previous Amendment(s) Total: | <u>\$</u>           |
| Requested Contract Expiration Date: | <u>[IF APPLICABLE]</u> | This Amendment:              | <u>\$</u>           |

This amendment is by and between the State of Minnesota, through its Commissioner of Human Services ("State") and Fillmore County Social Services, located at 902 Houston Street NW, Suite 1 Preston, MN 55971 ("Contractor").

### Recitals

1. The State has a contract with the Contractor identified as GSS-4414 to provide planned and/or emergency children's mental health Respite Care (RC) services for eligible children and families. RC program must have the goal of reducing family stress and/or decreasing the likelihood of further out of home placement.
2. This grant is being amended due to action of the 1st Special Session of the 2020 Legislature, expanding the eligibility criteria for respite care services under this contract from children with a severe emotional disturbance to children with emotional disturbance or severe emotional disturbance and clarifying that a child is not required to have case management services to be eligible to receive grant-funded respite care services.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

### Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike-through~~ for deletions and underlining for insertions.

**REVISION 1.** Clause 2.1(b). "**Contractor's Duties**" is amended to add:

**(b.)** Youth with an Emotional Disturbance (ED) or a Severe Emotional Disturbance (SED) and their families are eligible to receive RC services with or without a case manager. COUNTY will promote and ensure equal access of RC services to all youth with an ED or a SED and their families. COUNTY will meet with individuals and organizations from underserved communities. Underserved Communities (UC) include people who are experiencing disparities because of race, ethnicity, language or social status, income, inability to access care, and other barriers to receiving services their region. COUNTY will collaborate with organizations representing UC, as well as individuals in UC, with the goal of promoting greater access to RC services.

**REVISION 2.** Clause 3.1(a.). "**Compensation.**" is amended to add:

**a. Compensation.** Grantee will be paid in accordance with ~~Attachment A: "Budget,"~~ Attachment B "Revised Revenue and Budget," which is attached and included in this CONTRACT.

1. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 21.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the line item and when the total obligation and salaries/fringe benefits remain unchanged.
2. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in Electronic Grant Management System (EGMS) or on a form provided by STATE.

### 1. STATE ENCUMBRANCE VERIFICATION

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

Signed: \_\_\_\_\_

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

SWIFT Contract No. \_\_\_\_\_

### 2. CONTRACTOR

*The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

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

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

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

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

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

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

### 3. STATE AGENCY

*Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.*

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

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

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

### 4. COMMISSIONER OF ADMINISTRATION

*As delegated to the Office of State Procurement*

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

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

Distribution:  
Agency  
Contractor  
State's Authorized Representative - Photo Copy

## Attachment B: Revised Revenue and Budget

Organization name: Fillmore County

\$ 1,844.00 January 1, 2020 – June 31, 2020 award amount

### Section D: Revenue Sources

| Category                         | Amount            |
|----------------------------------|-------------------|
| <b>CY2020 Respite Care Grant</b> | <b>\$1,844.00</b> |
| County funding                   |                   |
| Federal grants                   |                   |
| System of Care grant             |                   |
| Foundation grants                |                   |
| Other (specify)                  |                   |

Instructions: For each applicable entry, estimate funding for children's respite services for SFY2020

### Section E: Budget Summary

| Budget Category                                                    | Budget Detail (breakdown of budget costs) | Amount            |
|--------------------------------------------------------------------|-------------------------------------------|-------------------|
| Personnel/Salaries (including total FTEs and rate of pay for each) |                                           |                   |
| Fringe Benefits (including total FTEs and rate of pay for each)    |                                           |                   |
| Travel                                                             |                                           |                   |
| Program Costs/Direct Assistance                                    |                                           | <b>\$1,844.00</b> |
| Client Incentives                                                  |                                           |                   |
| Training, Staff Development                                        |                                           |                   |
| Supplies and Materials                                             |                                           |                   |
| Equipment                                                          |                                           |                   |
| Facility Costs                                                     |                                           |                   |
| Contractual Services                                               |                                           |                   |
| Insurance                                                          |                                           |                   |
| Evaluation                                                         |                                           |                   |
| Other                                                              |                                           |                   |
| TOTAL DIRECT COSTS                                                 |                                           |                   |
| Indirect Costs/Administration                                      |                                           |                   |
| TOTAL BUDGET                                                       |                                           | <b>\$1,844.00</b> |

\_\_\_\_ Fillmore County (organization name)

\$ 15,939.00 July 1, 2020 – June 31, 2021 award amount

### Section D: Revenue Sources

| Category                         | Amount             |
|----------------------------------|--------------------|
| <b>CY2021 Respite Care Grant</b> | <b>\$15,939.00</b> |
| County funding                   |                    |
| Federal grants                   |                    |
| System of Care grant             |                    |
| Foundation grants                |                    |
| Other (specify)                  |                    |

**Instructions: For each applicable entry, estimate funding for children's respite services for SFY2021**

### Section E: Budget Summary

**Enter the budget for SFY 2021**

| Budget Category                                                    | Budget Detail (breakdown of budget costs) | Amount                    |
|--------------------------------------------------------------------|-------------------------------------------|---------------------------|
| Personnel/Salaries (including total FTEs and rate of pay for each) |                                           |                           |
| Fringe Benefits (including total FTEs and rate of pay for each)    |                                           |                           |
| Travel                                                             |                                           |                           |
| Program Costs/Direct Assistance                                    |                                           | <b>\$15,939.00</b>        |
| Client Incentives                                                  |                                           |                           |
| Training, Staff Development                                        |                                           |                           |
| Supplies and Materials                                             |                                           |                           |
| <u>Equipment</u>                                                   |                                           |                           |
| <u>Facility Costs</u>                                              |                                           |                           |
| <u>Contractual Services</u>                                        |                                           |                           |
| <u>Insurance</u>                                                   |                                           |                           |
| <u>Evaluation</u>                                                  |                                           |                           |
| <u>Other</u>                                                       |                                           |                           |
| <u>Other</u>                                                       |                                           |                           |
| <u>Other</u>                                                       |                                           |                           |
| <u>Other</u>                                                       |                                           |                           |
| <u>TOTAL DIRECT COSTS</u>                                          |                                           |                           |
| <u>Indirect Costs/Administration</u>                               |                                           |                           |
| <u>TOTAL BUDGET</u>                                                |                                           | <b><u>\$15,939.00</u></b> |

# REQUEST FOR COUNTY BOARD ACTION

Agenda Date: 10/13/2020

Amount of time requested (minutes): 5 minutes

Department: Highway and Airport

Requested By: Mr. Gregg

Presented By: Mr. Gregg

State item(s) of business. Please provide relevant material for documentation. Outline in detail any action requested of the County Board.

## **Highway Department**

1. Consider approval of a final payment resolution for Contracted Rock to Bruening Rock Products.

## **Airport Department**

Check e-mail for supporting documentation. **See attached documents.** Bid results will be available on Monday after the bid opening.

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

**RESOLUTION**

**FILLMORE COUNTY BOARD OF COMMISSIONERS**

**Preston, Minnesota 55965**

Date October 13, 2020 Resolution No. 2020-

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

**WHEREAS, Bruening Rock Products** has in all things completed **2020 Rock Contract**, on CSAH 38 & CSAH 4 in Spring Valley and Sumner Townships being fully advised in the premise.

**NOW THEN BE IT RESOLVED:** That we do hereby accept said completed **CP 23-20-02** for and on behalf of the County of Fillmore and authorize final payments as specified.

Dated at Preston, Minnesota, this 13th day of October, 2020

| <b>Township:</b>       | <b>Road:</b> | <b>Contract Price:</b> | <b>Value of Work:</b> | <b>Final Payment:</b> |
|------------------------|--------------|------------------------|-----------------------|-----------------------|
| Spring Valley & Sumner | CSAH 38      | 51,623.55              | 48,532.72             | <b>2,426.64</b>       |
| Sumner                 | CSAH 4       | 29,424.47              | 27,449.76             | <b>1,372.49</b>       |

**Bruening Rock Products**

\_\_\_\_\_, Chairman of the Board

**VOTING AYE**

Commissioners      Prestby ☐      Dahl ☐      Bakke ☐      Hindt ☐      Lentz ☐

**VOTING NAY**

Commissioners      Prestby ☐      Dahl ☐      Bakke ☐      Hindt ☐      Lentz ☐

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STATE OF MINNESOTA

COUNTY OF FILLMORE

I, Bobbie Hillery, Administrator of the Fillmore County Board of Commissioners, State of Minnesota, do hereby certify that the foregoing resolution is a true and correct copy of a resolution duly passed at a meeting of the Fillmore County Board of Commissioners held on the 13<sup>th</sup> day of October, 2020.

Witness my hand and official seal at Preston, Minnesota the 13<sup>th</sup> day of October, 2020.

SEAL

Bobbie Hillery, Administrator  
Fillmore County Board of Commissioners

**CARES -BUSINESS GRANTS**

On September 1st, my email was completely shut down by Marco, Inc by accident, I had asked for a different email to be taken down and they took mine down by mistake. It was reinstated late that night however, from approximately 4:30 to 10:30 pm it was down. Both of these business proved that they sent in their application during this time and both would qualify.

|            |                   |                   |                                        |              |     |           |               |
|------------|-------------------|-------------------|----------------------------------------|--------------|-----|-----------|---------------|
| electronic | Jem Movie Theater | Jem Movie Theater | 145 2nd St SE, Harmony<br>MN 55939     | \$10,000.00  | YES | SPECIALTY | \$ 10,000.00  |
| electronic | SRH LLC           | Bee Balm          | 38 Main Ave North,<br>Harmony MN 55939 | \$3,000.00   | YES | RETAIL    | \$ 3,000.00   |
|            |                   |                   |                                        | \$923,943.00 |     |           | \$ 655,143.00 |

|                     |               |
|---------------------|---------------|
| Originally approved | \$ 642,143.00 |
| This request        | \$ 13,000.00  |
| Total               | \$ 655,143.00 |



**CARES - NON-PROFIT GRANTS**

| Name                                      | Address                                       | Requested Amount | Eligibility | EDA Recommend    | Recommend Approval \$ |
|-------------------------------------------|-----------------------------------------------|------------------|-------------|------------------|-----------------------|
| Eagle Bluff Environmental Learning Center | 28097 Goodview Dr, Lanesboro, MN 55949        | \$10,000         | YES         | YES              | \$ 10,000             |
| Maple Leaf Services, Inc.                 | 100 Main, 2 S.E. Preston, MN 55965            | \$10,000         | YES         | YES              | \$ 10,000             |
| Chatfield Center for the Arts             | 405 South Main Street, Chatfield, MN 55923    | \$10,000         | YES         | YES              | \$ 10,000             |
| Fillmore County, DAC                      | 108 Park Lane SE, Preston, MN 55965           | \$10,000         | YES         | YES              | \$ 10,000             |
| Lanesboro Arts Center                     | 103 Parkway, Ave N., Lanesboro, MN 55949      | \$10,000         | YES         | YES              | \$ 10,000             |
| Commonweal Theatre Company                | 208 Parkway Ave N, Lanesboro, MN 55949        | \$10,000         | YES         | YES              | \$ 10,000             |
| Monster Bash Inc.                         | 155, 4th Ave, SE Harmony, MN 55939            | \$10,000         | YES         | YES              | \$ 10,000             |
| Filmore County Agricultural Society       | 413 Fillmore East, Preston, MN 55956          | \$10,000         | YES         | YES              | \$ 10,000             |
| SEMCAC                                    | 204 South Elm Street, Rushford, MN 55971      | \$10,000         | YES         | YES              | \$ 10,000             |
| Preston Servicemens's Club Inc.           | 217 St. Paul St. SW, Preston, MN55965         | \$10,000         | YES         | YES              | \$ 10,000             |
| Preston Historical Society                | 136 St. Anthony St. Preston, MN 55965         | \$7,000          | YES         | YES              | \$ 7,000              |
| Filmore County Historical Society         | 202 County RD 8, Fountain, MN 55935           | \$3,115          | YES         | YES              | \$ 3,115              |
| Good Earth Village                        | 25303 Old Town Drive, Spring Valley, MN 55975 | \$10,000         | YES         | YES              | \$ 10,000             |
| Sons of Norway                            | 3235 Scanlan LN, NE, Lanesboro, MN 55906      | \$9,043          | YES         | YES              | \$ 9,043              |
| Rushford American Legion Post 94          | 301 State Rd 16, Rushford, MN 55971           | \$10,000         | YES         | YES              | \$ 10,000             |
| History Alive Lanesboro                   | 33949 Golden Dr, Lanesboro, MN 55949          | \$4,650          | YES         | YES              | \$ 4,650              |
| Mabel Canton Booster Club                 | 316 West Fillmore Ave. Mabel, MN 55954        | \$2,703          | YES         | YES              | \$ 2,703              |
| Cherry Grove Community Center             | 16621 160th St. Spring Valley, MN 55975       | \$1,000          | YES         | YES              | \$ 1,000              |
| Lanesboro American Legion Post 40         | 103 Elmwood St., Lanesboro, MN 55949          | \$9,087          | YES         | YES              | \$ 9,087              |
| Mabel American Legion, Post 299           | 114 N. Main St                                | \$10,000         | YES         | YES              | \$ 10,000             |
| Christ Lutheran Church                    | 509 Kansas St. NW, Preston MN 55965           | \$10,000         | ?           | With Reservation | \$ -                  |
| Lanesboro Area Chamber of Commerce        | 100 Milwaukee Rd., Lanesboro, MN 55949        | \$10,000         | ?           | With Reservation | \$ -                  |
| Peterson American Legion Auxiliary        | 410 Mill St., Peterson, MN 55962              | \$10,000         | NO          | NO               | \$ -                  |

**REQUESTED \$196,598**
**RECOMMENDED \$ 166,598**

## **LEASE**

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_ by and between  
**FILLMORE COUNTY, MINNESOTA**, Lessor, and \_\_\_\_\_, Lessee;

**WITNESSETH**, that the said Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby demise, lease, and let, unto the said Lessee, and the said Lessee does hereby hire and take from the said Lessor, the following described premises, situated in the County of Fillmore and State of Minnesota:

That part of Section 32, Township 103 North of Range 10 West (Carrolton Township), as set forth on the attached aerial map.

The leased parcel contains 45.79 tillable acres more or less with 100% farm program base acres.

Lessee, or his heirs and assigns, shall have and hold the above rented premises subject to the conditions and limitations hereinafter mentioned for and during the full term of two (2) years from and after the 1st day of March, 2021, and ending the 1st day of November, 2022, or the next day following completion of the 2022 crop harvest (whichever is later), and if not sooner terminated. Lessee shall use his best efforts to remove crops in a timely manner in the fall of 2020, so that the new Lessee can do fall tillage. Upon Lessee's removal of the crops in the fall of 2020, this lease shall terminate. There shall be no crop residue removal.

Said Lessee agrees to and with the said Lessor to pay as rent for the above mentioned premises the sum of \_\_\_\_\_ per crop year, payable in full on or before March 1, 2021, and March 1, 2022. Annual rent payments are due and payable at the County Auditor/Treasurer's Office.

It is further agreed that if the Lessee fails to make the above mentioned payment as herein specified, or to pay the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case it shall be lawful for the said Lessor to re-enter and take possession of the above rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents paid and the covenants to be performed by the said Lessee for the full term of this Lease.

Lessee shall not assign the Lease or sublet the above rented premises or any part thereof, without first obtaining the written consent of the said Lessor. Lessee will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said Lessor, or his heirs and assigns, in as good condition and repair as when Lessee took them, reasonable wear and tear and damage by the elements alone excepted. Said Lessee also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to maintain and keep up the fences so as to protect all crops from injury and waste, and to protect the fruit and shade trees thereon, and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done. Lessee further agrees not to remove any straw or manure from said farm, but to spread upon said premises all manure made thereon.

Lessee shall also destroy all Russian thistles and other noxious weeds growing on said land, declared by statute to be common nuisances, within the time prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. Lessor, or its agent, shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, or to prepare for the succeeding crop, inspecting the premises, or for any other purpose whatsoever.

Lessor covenants that the said Lessee, on paying the rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold, and enjoy the same demised premises for the term aforesaid. In the event of any rents due hereon being collected by suit, the Lessee agrees to pay all expenses which may be incurred thereby.

Lessee shall have the right of ingress and egress across the adjoining land to have access to said leased premises.

This lease is subject to an access easement, which Lessee cannot farm or till. Lessee can use the access easement to gain access to the tillable land.

In the event of default or breach by the Lessee, the Lessee agrees to pay all attorney fees and costs that Fillmore County incurs associated with the default or breach.

Lessee shall not expand the area being tilled, cultivated or farmed beyond the 46 acres leased pursuant to this agreement.

In Testimony Whereof, both parties have hereunto set their hands and seals the day and year first above written.

COUNTY OF FILLMORE

By: \_\_\_\_\_  
Marc Prestby, Fillmore County Board Chair

\_\_\_\_\_  
Lessee

State of Minnesota,  
County of Fillmore, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, a notary public within and for said County, personally appeared Marc Prestby on behalf of Fillmore County, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed of Fillmore County.

\_\_\_\_\_  
Notary Public

State of Minnesota,  
County of Fillmore, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, a notary public within and for said County, personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as the free act and deed.

\_\_\_\_\_  
Notary Public

## County Farm Bids – 2020

| NAME & ADDRESS :                                                        | 2021 BID | 2022 BID |
|-------------------------------------------------------------------------|----------|----------|
| <div style="background-color: black; height: 40px; width: 100%;"></div> |          |          |
| Harmony, MN 55939                                                       | acre     | acre     |
| <div style="background-color: black; height: 40px; width: 100%;"></div> |          |          |
| Mabel, MN 55954                                                         | acre     | acre     |
|                                                                         |          |          |
|                                                                         |          |          |
|                                                                         |          |          |