COMMITTEE OF THE WHOLE AGENDA
Board of Commissioners, St. Louis County, Minnesota

April 1, 2014
Immediately following the Board Meeting, which begins at 9:30 A.M.
Commissioners' Conference Room, St. Louis County Courthouse, Duluth, MN

CONSENT AGENDA:

All matters listed under the consent agenda are considered routine and/or non-controversial and will be enacted by one unanimous motion. If a commissioner requests, or a citizen wishes to speak on an item on the consent agenda, it will be removed and handled separately.

Minutes of March 25, 2014

Environment & Natural Resources Committee, Commissioner Dahlberg, Chair

1. Special Sale to McLean and Lewerenz ***[14-125]***

Public Works & Transportation Committee, Commissioner Raukar, Chair

2. Rental of Five Mower Tractors ***[14-126]***
3. Agreement with LHB Corp. for Design Services – Bridge 637 on CSAH 107 (Sturgeon Township) ***[14-127]***

Finance & Budget Committee, Commissioner Nelson, Chair

4. Short Term Lease with City of Duluth for Employee Development Training Space ***[14-128]***
5. Assertive Community Treatment Program Space Lease Addendum No. 7 – Olcott Plaza (Virginia) ***[14-129]***

Central Management & Intergovernmental Committee, Commissioner Jewell, Chair

6. Lease with State of Minnesota – Driver and Vehicle Services ***[14-130]***

Public Safety & Corrections Committee, Commissioner Boyle, Chair

7. Agreement for Medical Examiner Facility on the UMD Campus ***[14-131]***
8. Three Year Maintenance Contract with Radio IP ***[14-132]***

REGULAR AGENDA:

For items on the Regular Agenda, citizens will be allowed to address the Board at the time a motion is on the floor.

Central Management & Inter-Governmental Committee, Commissioner Jewell, Chair

1. Wireless Communications Device Policy *[14-133]*
Resolution to revise the county's Wireless Communications Device Policy.

COMMISSIONER DISCUSSION ITEMS AND REPORTS:

At this time, Commissioners may introduce items for discussion or report on past and future activities.

ADJOURNED:

NEXT COMMITTEE OF THE WHOLE MEETING DATES:

April 8, 2014	**Midway Town Hall, 3230 Midway Road, Duluth, MN**
April 22, 2014	**Gilbert City Hall, 16 South Broadway, Gilbert, MN**
May 6, 2014	**Commissioners' Conference Room, Courthouse, Duluth, MN**

BARRIER FREE: *All St. Louis County Board meetings are accessible to the handicapped. Attempts will be made to accommodate any other individual needs for special services. Please contact St. Louis County Property Management (218-725-5085) early so necessary arrangements can be made.*

COMMITTEE OF THE WHOLE
ST. LOUIS COUNTY BOARD OF COMMISSIONERS

Tuesday, March 25, 2014

Location: Joint Public Works Facility, Ely, Minnesota

Present: Commissioners Jewell, Boyle, Dahlberg, Stauber, Nelson, and Chair Forsman

Absent: Commissioner Raukar

Convened: Chair Forsman called the meeting to order at 10:05 a.m.

CONSENT AGENDA

Jewell/Dahlberg moved to approve the consent agenda. The motion passed. 6-0

- Minutes of March 11, 2014
- Day Training & Habilitation and Semi-Independent Living Services Contract Amendments *[14-108]*
- Final Plat Approval Stoney Point Cottages (Duluth Township) *[14-109]*
- Contract for Management and Recycling of Used Tires with Liberty Tire Recycling, LLC *[14-110]*
- Award of Bid: Broadcast Application of Herbicides *[14-111]*
- Repurchase of State Tax Forfeited Land – Lilli, Nelson, Fink, Estate of Sunsdahl, Bildeaux, Tony's Construction *[14-112]*
- Special Sale to Duluth ISD No. 709 *[14-113]*
- Roadway Easement across State Tax Forfeited Land to Stuart Swanstrom *[14-114]*
- Agreements for 2014 Maintenance Striping (Lake County and the City of Virginia) *[14-115]*
- Agreements for 2014 Crack Sealing (Babbitt, Biwabik, Chisholm, Floodwood and Grand Lake and Rice Lake Townships) *[14-116]*
- Orr Area Minneonto II, Inc. – Lease Agreement Extension *[14-117]*
- Upgrade of Storage Area Network Hardware and Software *[14-118]*
- Parking Lease – U.S. Coast Guard Duluth Station *[14-119]*
- Compensation for Services to the Law Library Board 2014 – 2018 *[14-120]*

REGULAR AGENDA

Public Works & Transportation Committee

Dahlberg/Jewell moved to award a bid to Northland Constructors of Duluth, LLC, of Duluth, MN, in the amount of $10,746,013.24 for project SAP 69-689-004(Low)/Storm WO 176509; SAP 69-689-010/Storm WO 183085; and SAP 69-689-011/CP 0089-153306 *[14-121]*. The motion passed without recommendation. 6-0

Stauber/Boyle moved to award a bid to Fahrner Asphalt Sealers, LLC, of Eau Claire, WI, in the amount of $978,639.33 for project SAP 69-030-033(Low), CP 0000-205963, Crack Seal, Crack Repair Special, Seal Coat and Fog Seal *[14-122]*. The motion passed. 6-0

Forsman/Stauber moved to award a bid to AAA Striping Service, of St. Michael, MN, in the amount of $146,513.30 for project SAP 69-030-028, CP 0000-187072 Ground In Wet Reflective Edgeline and Centerline Markings *[14-122]*. The motion passed. 6-0

Stauber/Forsman moved to award a bid to Northland Constructors of Duluth, LLC, of Duluth, MN, in the amount of $1,218,612.64 for project CP 0036-180381 Reclamation and Bituminous Surfacing (Rice Lake Township) *[14-122]*. The motion passed. 6-0

Stauber/Boyle moved to award a bid to Ulland Brothers, Inc., of Cloquet, MN, in the amount of $813,610.18 for project CP 0898-94662 Reclamation and Bituminous Surfacing (Midway Township) *[14-122]*. The motion passed. 6-0

Finance & Budget Committee

Jewell/Dahlberg moved that the St. Louis County Board authorizes a contract with Suit LLC of Duluth, MN, for the planning, design, and coordination of the GSC remodeling project swing space moves for the duration of the project in the amount of $59,574 *[14-123]*. After further discussion, the motion passed. 6-0

Nelson/Jewell moved that the St. Louis County Board authorizes the appropriate county officials to enter into an agreement for construction services with Kaski, Incorporated of Duluth, MN, in the amount of $94,900 for the Duluth Courthouse Law Library relocation project. After further discussion, the motion passed without recommendation. 6-0

COMMISSIONER DISCUSSION ITEMS

Commissioner Nelson discussed the current legislative session and the Senate bonding bill.

At 10:52 a.m., Dahlberg/Jewell moved to adjourn the Committee of the Whole meeting. The motion passed. 6-0

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Mike Forsman, Chair of the County Board

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Phil Chapman, Clerk of the County Board

BOARD LETTER NO. 14 - 125

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 1

BOARD AGENDA NO.

DATE: **April 1, 2014**

RE: **Special Sale to McLean and Lewerenz**

FROM: **Kevin Z. Gray**
County Administrator

Mark Weber, Director
Land and Minerals

Donald Dicklich
County Auditor

RELATED DEPARTMENTAL GOAL:
Financial return to the county and taxing districts.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize the sale of state tax forfeited land to Dennis McLean and Sarah Lewerenz, of Duluth, MN.

BACKGROUND:
An occupancy trespass was discovered on state tax forfeited land adjacent to property owned by Dennis McLean and Sarah Lewerenz, of Duluth, MN. Special legislation was sought and approved in 2011 to sell state tax forfeited property by private sale to resolve the trespass (Laws of Minnesota 2011, Chapter 3, Section 31).

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the sale of state tax forfeited land to Dennis McLean and Sarah Lewerenz, of Duluth, MN, for the appraised value of $4,700 plus the following fees: 3% assurance fee of $141, deed fee of $25, deed tax of $15.51, recording fee of $46, and appraisal fee of $287.50; for a total of $5,215.01, to be deposited into Fund 240 (Forfeited Tax Fund).

Special Sale to McLean and Lewerenz

BY COMMISSIONER _____

WHEREAS, Pursuant to Laws of Minnesota 2011, Chapter 3, Section 31, St. Louis County may sell by private sale the following described state tax forfeited land to remedy an inadvertent trespass:

Legal: City of Duluth
EX W 6 FT OF S 50 FT OF W1/2
DULUTH PROPER THIRD DIVISION
Parcel Code: 010-1310-02125
LDKey: 100760

WHEREAS, This parcel of land has been classified as non-conservation land pursuant to Minn. Stat. § 282.01; and

WHEREAS, This parcel of land is not withdrawn from sale pursuant to Minn. Stat. § 85.012, 92.461, 282.01, Subd. 8; and other statutes that require the withholding of state tax forfeited lands from sale;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the sale of state tax forfeited land, as described, to Dennis McLean and Sarah Lewerenz, of Duluth, MN, for the appraised value of $4,700 plus the following fees: 3% assurance fee of $141, deed fee of $25, deed tax of $15.51, recording fee of $46, and appraisal fee of $287.50; for a total of $5,215.01, to be deposited into Fund 240 (Forfeited Tax Fund).

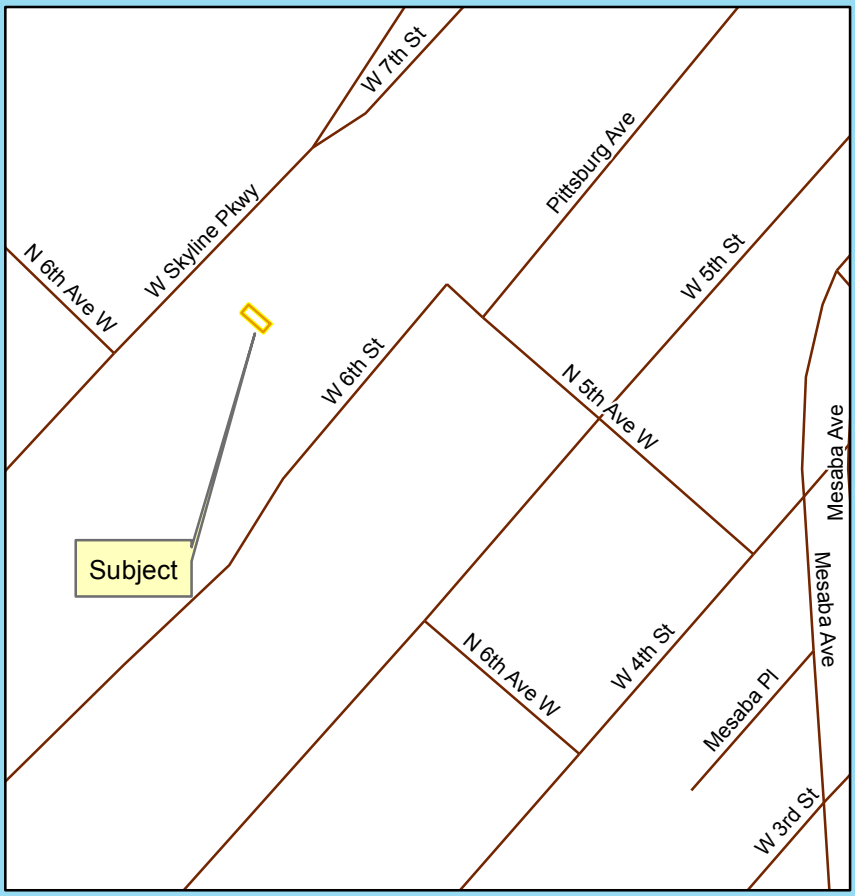
St. Louis County Land and Minerals Department
Tax Forfeited Land Sales

Special Sale

Legal: CITY OF DULUTH
EX W 6 FT OF S 50 FT OF W1/2
DULUTH PROPER THIRD DIVISION

Parcel Code: 010-1310-02125

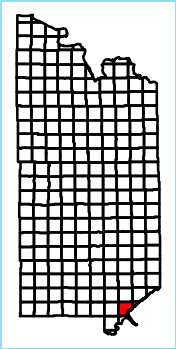
LDKEY: 100760



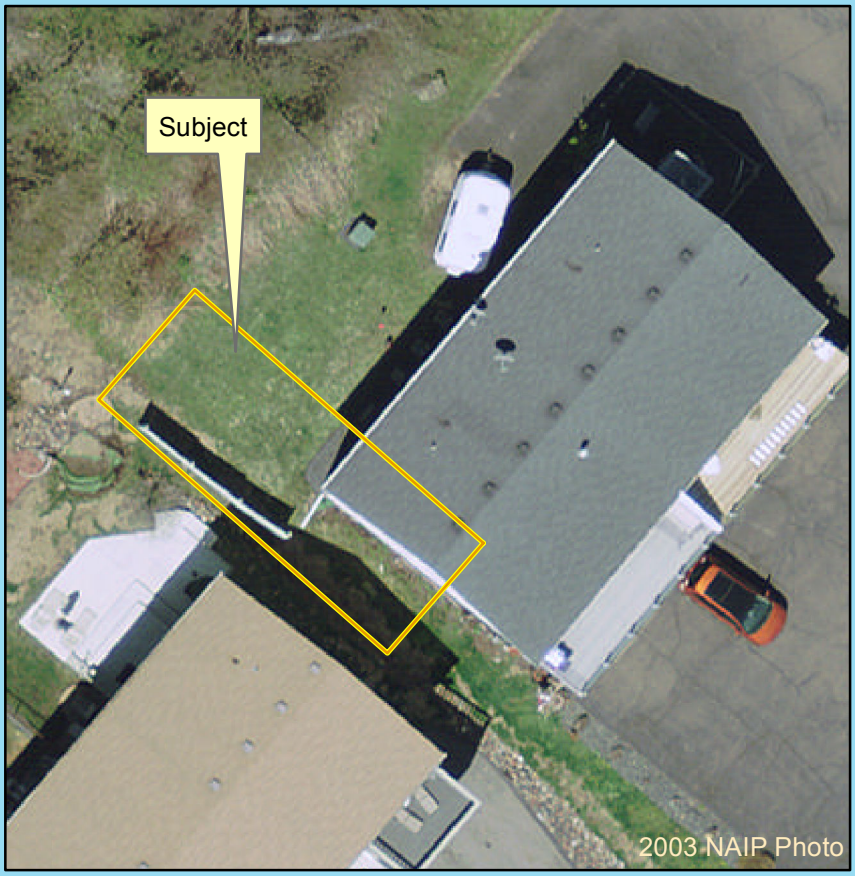
City of Duluth Sec: 28 Twp: 50 Rng: 14

Commissioner District # 1

- State Tax Forfeited Land
- Water
- Road
- Area of Interest
- Tract



St. Louis County, Minnesota



This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. This drawing is a compilation of recorded information and data located in various city, county, state and federal offices. St. Louis County is not responsible for any incorrectness herein.

St. Louis County
Land and Minerals Department

2014

BOARD LETTER NO. 14 - 126

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 2

BOARD AGENDA NO.

DATE: **April 1, 2014** **RE:** **Rental of Five Mower Tractors**

FROM: **Kevin Z. Gray**
County Administrator

James T. Foldesi
Highway Engineer/Public Works Director

RELATED DEPARTMENT GOAL:
Provide a safe, well maintained road and bridge system.

ACTION REQUESTED:
The St. Louis County Board is requested to approve the rental agreement for five roadside mowers from Zeigler Inc. of Duluth, MN.

BACKGROUND:
The Public Works Department's 2014 budget includes the rental of five agricultural tractors equipped with roadside mowing equipment. It is recommended to rent these units instead of owning due to the limited seasonal use associated with roadside mowing. The Public Works Department has developed a relationship with Zeigler Inc. over the past nine years, to supply these custom units to fit the department's exact needs. The rental agreement is for five units for three months each. This allows the Public Works Department to complete all roadside mowing operations effectively, without the expense of purchasing, storing, and maintaining owned units. Zeigler is a single source supplier for these rental units. The rental agreement will total $103,500 which is within that budgeted for this expense.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize the rental of five CAT Challenger agricultural tractors equipped with roadside mowing equipment from Zeigler Inc. of Duluth, MN at the agreed rental price of $103,500, payable from Fund 202, Agency 202002, and Object 634100.

Rental of Five Mower Tractors

BY COMMISSIONER_____

WHEREAS, The Public Works Department budget includes funding for the rental of five Tractor-Mowers for roadside mowing operations; and

WHEREAS, The Public Works Department and Purchasing Division presented specifications and requested pricing for Tractor Mowers, based on department needs; and

WHEREAS, Zeigler of Duluth, MN responded with the price for five CAT Challenger agricultural tractors equipped with roadside mowing equipment of $103,500;

THEREFORE, BE IT RESOLVED, The St. Louis County Board authorizes the rental of five CAT Challenger agricultural tractors equipped with roadside mowing equipment from Zeigler Inc. of Duluth, MN, for a total cost of $103,500, payable from Fund 202, Agency 202002, and Object 634100.

BOARD LETTER NO. 14 - 127

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 3

BOARD AGENDA NO.

DATE: **April 1, 2014**

RE: **Agreement with LHB Corp. for Design Services – Bridge 637 on CSAH 107 (Sturgeon Township)**

FROM: **Kevin Z. Gray**
County Administrator

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:
Provide a safe, well maintained road and bridge system.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize an agreement with LHB Corp., of Duluth, MN for design services for the reconstruction of Bridge 637 on County State Aid Highway (CSAH) 107 in Sturgeon Township.

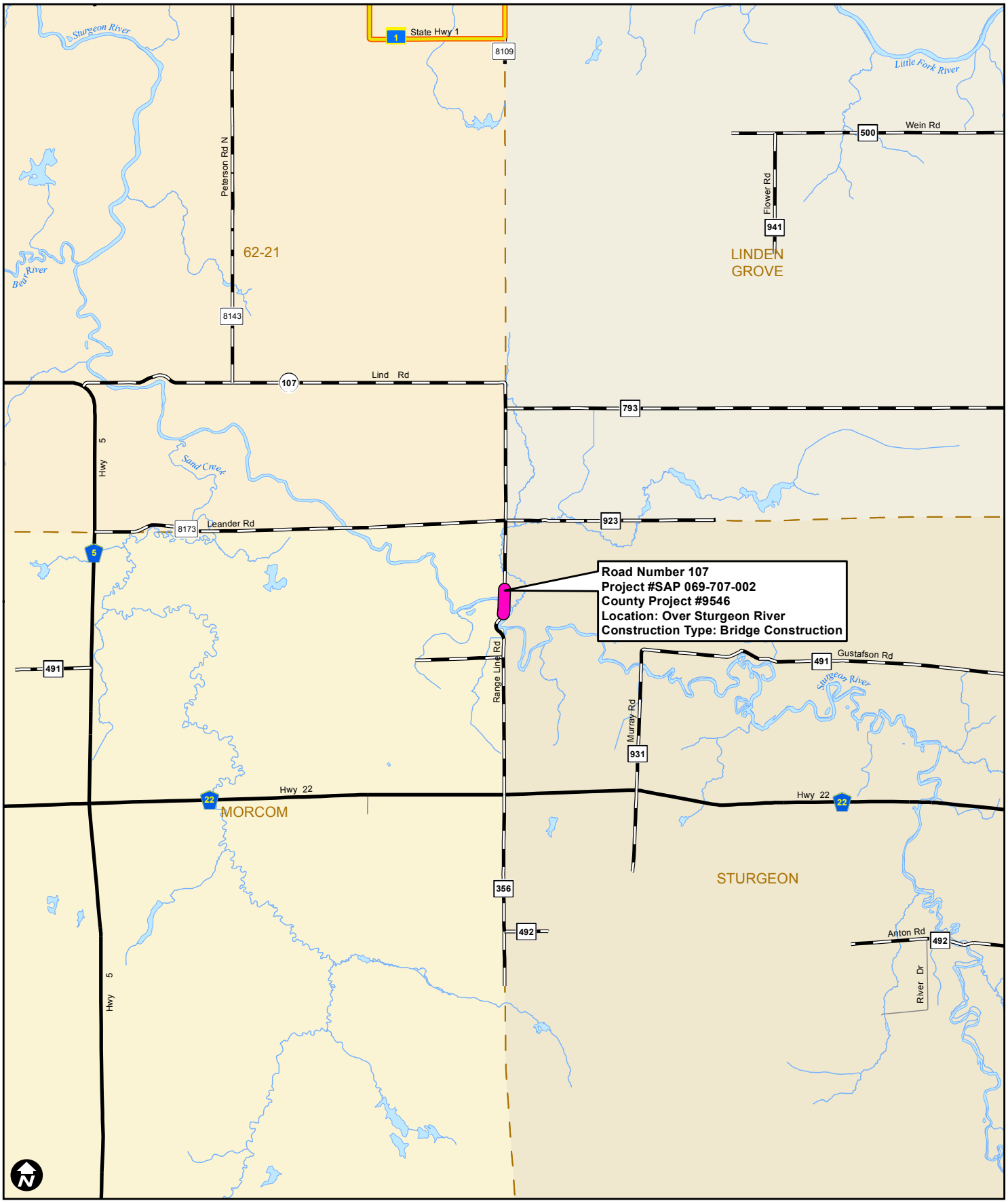
BACKGROUND:
The Public Works Department advertised for Request for Proposals (RFP) to engineering consultants for design services for bridge reconstruction along CSAH 107 over the Sturgeon River, project CP 0107-9546, SAP 69-707-002. After reviewing the proposals, it was determined that LHB Corp. of Duluth, MN has the training, experience, and knowledge to provide these services, and would be the best choice for these services. The factors considered to determine the best choice were cost, ability to deliver within the project time frame, experience, proposed design, and estimated construction costs. The agreement provides that those services shall include project management, team meetings, public involvement, writing of special provisions, and design activities. This project is anticipated to be funded by State Bridge Bond funds and local funds.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize an agreement with LHB Corp., of Duluth, MN, for design services for the reconstruction of Bridge 637 on CSAH 107 in Sturgeon Township. The total cost of these services is $55,295, payable from Fund 200, Agency 200008, Object 626600.

Agreement with LHB Corp. for Design Services – Bridge 637 on CSAH 107 (Sturgeon Township)

BY COMMISSIONER _____

RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into an agreement, and approve any amendments authorized by the County Attorney, with LHB Corp., of Duluth, MN, for design services for the reconstruction of County Bridge 637 along County State Aid Highway 107 over the Sturgeon River in Sturgeon Township, MN (C.P. 0107-9546, SAP 69-707-002). The total cost of these services is $55,295, payable from Fund 200, Agency 200008, Object 626600.



St. Louis County 2015 Road & Bridge Construction

0 0.25 0.5 1 Mile

Map Components

2015 Road & Bridge Construction
- Bridge Construction
- Interstate Highway
- U.S./State Highway
- County/Unorg. Twp. Road - Paved
- County/Unorg. Twp. Road - Gravel
- Local Road/City Street
- Railroad
- Commissioner District
- Township Boundary
- City/Town
- Lake
- River/Stream

BOARD LETTER NO. 14 - 128

FINANCE & BUDGET COMMITTEE CONSENT NO. 4

BOARD AGENDA NO.

DATE: **April 1, 2014**

RE: **Short Term Lease with City of Duluth for Employee Development Training Space**

FROM: **Kevin Z. Gray**
County Administrator

Tony Mancuso, Director
Property Management

James R. Gottschald, Director
Human Resources

RELATED DEPARTMENT GOALS:
Manage county construction projects, facility remodeling projects, and county office space lease activities.

ACTION REQUESTED:
The St. Louis County Board is requested to approve a month to month lease, not to exceed 24 months in duration, to house the St. Louis County Human Resources Department's Employee Development training functions in Duluth City Hall.

BACKGROUND:
As part of the Duluth Government Services Center (GSC) remodeling project, Human Resources occupied temporary office space in the Palladio Building in downtown Duluth. The county received a lease termination notice by the building managers, which required the relocation of these county staff. The City of Duluth has an area available in City Hall which is well suited for Employee Development operations for the interim period before the final move into the GSC in approximately 18 months. The rate of $2,773 per month, with a 30 day termination clause, is equal to the amount Human Resources paid for the Employee Development space leased in the Palladio Building.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve a month to month lease with the City of Duluth for 2,100 square feet of space for the Employee Development training functions at a monthly rate of $2,773, payable from Fund 100, Agency 126001.

Short Term Lease with City of Duluth for Employee Development Training Space

BY COMMISSIONER _____

WHEREAS, The temporary office space lease for the Human Resources Employee Development division was terminated by managers of the Palladio Building; and

WHEREAS, The City of Duluth has well suited office space available to house Employee Development functions in City Hall on a month to month lease with a thirty day termination clause;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes a month to month lease with the City of Duluth for 2,100 square feet of space for the Employee Development training function at a monthly rate of $2,773, payable from Fund 100, Agency 126001.

BOARD LETTER NO. 14 - 129

FINANCE & BUDGET COMMITTEE CONSENT NO. 5

BOARD AGENDA NO.

DATE: **April 1, 2014**

RE: **Assertive Community Treatment Program Space Lease Addendum No. 7 – Olcott Plaza (Virginia)**

FROM: **Kevin Z. Gray**
County Administrator

Tony Mancuso, Director
Property Management

Ann M. Busche, Director
Public Health & Human Services

RELATED DEPARTMENT GOAL:
Ensure adequate facilities to meet current and future program needs through strategic facility development assistance to county departments and administration.

ACTION REQUESTED;
The St. Louis County Board is requested to approve Lease Addendum No. 7 with Vukonich Properties of Cloquet, MN for the use of space at the Olcott Plaza in Virginia, MN for the Assertive Community Treatment (ACT) Program.

BACKGROUND:
St. Louis County Board Resolution No. 04-533, adopted on October 12, 2004, authorizes the Public Health and Human Services (PHHS) Department to administer the Assertive Community Treatment (ACT) Program. The Property Management Department negotiated a lease with Vukonich Properties of Cloquet for space for the program in the Olcott Plaza located at 820 9th Street North, Virginia, MN. The original space comprised approximately 1,872 square feet, which was determined to be adequate at the time. The space needs were expanded to 3,041 square feet in Lease Addendum No. 5. The reason for Lease Addendum No. 7 is to provide additional space for a separate client service area providing increased staff safety as well as enhanced client service.

On behalf of the ACT Program, PHHS entered into the original lease agreement on January 15, 2005, with the option to extend the lease as negotiated. The county has exercised that option continuously since that time. Lease Addendum No. 7 provides a three (3) year term and an annual 3% increase for 3,041 square feet of office space at a rate of $12.37 per square foot, or $3,134.76 per month for year one, $3,225.80 per month for year two, and $3,322.57 per month for year three.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize Lease Addendum No. 7 to Lease No. 2005-002144 (ACT Program) with Vukonich Properties of Cloquet, MN for a three (3) year term beginning April 1, 2014 and expiring on March 31, 2017. No county funds will be required for this lease. Medical Assistance revenue generated by the ACT team and received by St. Louis County will be used to pay the ACT team's obligation under this lease, passed through Fund 230, Agency 232006.

Assertive Community Treatment Program Space
Lease Addendum No. 7 – Olcott Plaza (Virginia)

BY COMMISSIONERS_____

WHEREAS, The St. Louis Public Health and Human Services Department administers the Assertive Community Treatment (ACT) Program; and

WHEREAS, In January, 2005 a lease for office space for the program was entered into at the Olcott Plaza in Virginia, MN; and

WHEREAS, The county has entered into lease extensions continuously since that time, and has negotiated Lease Addendum No. 7 for a three (3) year term including an annual 3% increase for 3,041 square feet of office space at a rate of $12.37 per square foot, or $3,134.76 per month for year one, $3,225.80/month for year two, and $3,322.57/month for year three;

THEREFORE BE IT RESOLVED, The St. Louis County Board authorizes lease agreement Addendum No. 7 to Lease No. 2005-002144 (ACT Program) with Vukonich Properties of Cloquet, MN, for office space in the Olcott Plaza, Virginia, MN, for a three (3) year term beginning April 1, 2014 and expiring on March 31, 2017;

RESOLVED FURTHER, That the cost for this lease will be paid from Medical Assistance revenue generated by the ACT team and received by St. Louis County, passed through Fund 230, Agency 232006.

BOARD LETTER NO. 14 - 130

CENTRAL MANAGEMENT & INTER-GOVERNMENTAL COMMITTEE NO. 6

BOARD AGENDA NO.

DATE: **April 1, 2014**

RE: **Lease with State of Minnesota, Department of Public Safety – Driver and Vehicle Services (Ely Government Service Center)**

FROM: **Kevin Z. Gray**
County Administrator

Donald Dicklich
Auditor-Treasurer

RELATED DEPARTMENT GOAL:
To provide effective and efficient government.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize a lease with the State of Minnesota, Department of Public Safety - Driver and Vehicle Services for use of space in the Ely Government Service Center.

BACKGROUND:
St. Louis County has had a lease with Driver and Vehicle Services for the use of space in the Ely Government Service Center to provide drivers licensing examination and testing services for several years. The lease expired June 30, 2013 when a private entity was designated to perform the role of Driver Licensing Agent in that city at a different location.

However, due to space limitations at the new site, the Department of Public Safety would like to continue to provide license examination and testing services in the Ely Government Service Center. Driver and Vehicle Services currently sends a state license examiner who provides his own computer and telephone, so there is no need for county support or employee time in providing the service. Since moving into the building, Commissioner Forsman has allowed his office space to be used on the first, third and fifth Mondays of each month as a drivers license examination site for members of the general public from 10:00-11:30 a.m. The office space can accommodate up to six (6) individuals at a time. For the remainder of these days the examiner conducts driver license road tests out of the building's parking lot.

Commissioner Forsman is willing to vacate his office for this purpose through December 31, 2014, but has indicated to the State of Minnesota that other arrangements must be made after that date. This is a non-economic lease.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the attached non-economic lease with the State of Minnesota Department of Public Safety – Driver and Vehicle Services.

Lease with State of Minnesota Department of Public Safety, Driver and Vehicle Services (Ely Government Service Center)

BY COMMISSIONER _____

WHEREAS, St. Louis County has had a lease with the State of Minnesota, Department of Public Safety - Division of Driver and Vehicle Services in the County Commissioner's office located in the Ely Government Service Center to offer drivers license examination services to the general public; and

WHEREAS, The previous lease to provide these services expired June 30, 2013; and

WHEREAS, The Division of Driver and Vehicle Services wishes to continue to provide these services within the Ely Government Service Center, and the current 4th District County Commissioner is willing to continue to allow his office space to be used for these driver license examination services through December 31, 2014;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to execute a non-economic lease with the State of Minnesota Department of Public Safety - Division of Driver and Vehicle Services for the use of the 4th District Commissioner's office, Ely Government Service Center, 320 Miners Drive East, up to three times per month through December 31, 2014.

STATE OF MINNESOTA

LEASE

LEASE NO. **PS0353**

THIS AGREEMENT is made by and between Saint Louis County, hereinafter referred to as LESSOR, and the STATE OF MINNESOTA, Department of Administration, hereinafter referred to as LESSEE, acting for the benefit of Department of Public Safety, Driver & Vehicle Services.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

NOW THEREFORE, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts a lease of the following described Leased Premises located in the City of Ely, County of Saint Louis, Minnesota 55731:

   Approximately 196 feet of office space located at 320 Miners Drive East, Ely, MN 55731 in what is known as the Commissioner's Office.

2. **USE** LESSEE shall use and occupy the Leased Premises only as driver exam station and for such related activities.

3. **LEASE TERM**

   3.1 The term of this Lease is nine (9) months, commencing April 1, 2014 and continuing through December 31, 2014, between the hours of 8:00 a.m. and 4:00 p.m. on the first, third and fifth Monday of each month, holidays excepted. When not used on a holiday, an alternative day may be substituted, as required and if available.

   3.2 LESSOR and LESSEE hereby agree that a change in the hours or day(s) of use may be made by mutual agreement in writing between the parties, so long as there is no increase in usage.

4. **RENT**

   4.1 The consideration of this Lease Agreement shall be the mutual benefits to both parties of this Lease Agreement

5. DUTIES OF LESSOR

5.1 Disability Access Guidelines LESSOR agrees to provide and maintain the Leased Premises and the building of which the Leased Premises are a part with accessibility and facilities for persons with disabilities meeting code requirements including, but not limited to: Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

5.2 Management LESSOR agrees that in exercising its management responsibilities of the property which the Leased Premises are a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including but not limited to building code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

6. DUTIES OF LESSEE

6.1 LESSEE covenants that at the termination of this Lease by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the Leased Premises shall remain a part thereof and shall not be removed unless LESSOR elects to permit removal.

6.2 Smoking Pursuant to Minn. Stat. 16B.24, subd. 9, LESSOR and LESSEE shall not permit smoking in the Leased Premises.

6.3 Energy Conservation LESSEE agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by LESSOR or obtained and paid for by LESSEE.

7. INSURANCE; LIABILITY

7.1 Property Damage It shall be the duty of LESSOR and LESSEE to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, LESSOR and LESSEE hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

7.2 Liability LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat., §3.736, and other applicable law.

8. **DESTRUCTION** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenantable, the rent shall be abated for the time of such damage and LESSEE shall have each have the option of terminating this lease immediately or allowing such amount of time as both LESSEE deems reasonable to restore the damaged Leased Premises to a tenantable condition

9. **MAINTENANCE AND REPAIRS**

9.1 It shall be the duty of LESSOR to maintain at its own expense, in working condition, all appurtenances within the scope of this Lease, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.

9.2 LESSOR shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of LESSEE, nor shall LESSOR bear the expense of repairs to the Leased Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

10. **AUDIT** Pursuant to Minn. Stat., §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of LESSOR relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.

11. **AFFIRMATIVE ACTION**

11.1 For all contracts in excess of $100,000.00, LESSOR shall comply with the following:

a. LESSOR certifies pursuant to Minn. Stat. §363A.36 that LESSOR has not had more than forty (40) full-time employees within the State of Minnesota at any time during the previous twelve (12) months; OR

b. If LESSOR has had more than forty (40) full-time employees within the State of Minnesota on a single working day during the previous twelve (12) months, that it has an affirmative action plan pursuant to the requirements of Minn. Stat. §363 for the employment of minority persons, women and qualified disabled individuals approved by the State of Minnesota, Commissioner of Human Rights; OR

c. If LESSOR has not had forty (40) full-time employees within the State of Minnesota on a single working day during the previous twelve (12) months, but has had more than forty (40) full-time employees on a single working day during the previous twelve (12) months in the state in which it has its primary place of business, then:

(i) LESSOR has current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; OR

(ii) LESSOR certifies that it is in compliance with federal Affirmative Action requirements.

11.2 Minnesota Rule 5000.3550 - Disabled Individuals Affirmative Action Clause

a. LESSOR shall not discriminate against any employees or applicants for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. LESSOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. LESSOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

c. In the event of LESSOR'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

d. LESSOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state LESSOR'S obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employee.

e. LESSOR shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that LESSOR is bound by the terms of Minn. Stat. §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

12. **DEFAULT BY LESSOR** If LESSOR shall default in the performance of any of the terms or provisions of this Lease; LESSEE shall promptly so notify LESSOR in writing. If LESSOR shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure, and LESSOR shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default, then in either event, LESSEE may cure such default and any reasonable and actual expenses paid by LESSEE shall be paid by LESSOR to LESSEE within ten (10) days after statement therefore is rendered. LESSEE shall have a specific right to set-off any such amounts against any rent payments or other amounts due under this Leaset. In lieu of curing said default, LESSEE shall have the specific right to set-off against any rent payments or other amounts due under this Lease any damages incurred through the LESSOR'S breach. This provision in no way limits LESSEE'S other remedies for breach under common law or this Lease.

13. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

13.1 LESSOR must comply with the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13, as it applies to all data provided by LESSEE in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LESSOR in accordance with this Lease. The civil remedies of Minn. Stat. §13.08, apply to LESSOR and LESSEE.

13.2 Minn. Stat., Chapter 13, provides that all government data are public unless otherwise classified. If LESSOR receives a request to release the data referred to in this Clause, LESSOR must immediately notify LESSEE and consult with LESSEE as to how LESSOR should respond to the request. LESSOR’S response shall comply with applicable law, including that the response is timely and, if LESSOR denies access to the data, that LESSOR’S response references the statutory basis upon which LESSOR relied. LESSOR does not have a duty to provide public data to the public if the public data is available from LESSEE.

14. **NOTICES**

14.1 All notices or communications between LESSOR and LESSEE shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Clause 14.2 below.

a. when personally delivered to the addressee, or

b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or

c. one (1) business day after deposited with an overnight courier service.

14.2 Mailing Addresses:

LESSOR:
Saint Louis County
100 North 5th Avenue West
Duluth, MN 55802

LESSEE:
Accounts Payable
Department of Public Safety
445 Minnesota St # 126
St Paul MN 55101-5126

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR:
Lessor certifies that the appropriate person(s) have executed the Lease on behalf of Lessor as required by applicable articles, bylaws, resolutions, or ordinances.

By_____

Title_____

Date_____

By_____

Title_____

Date_____

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
Delegated to

By_____

Title_____

Date_____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By_____

Title_____

Date_____

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

By_____

Date_____

Contract No.N/A

BOARD LETTER NO. 14 - 131

PUBLIC SAFETY & CORRECTIONS COMMITTEE
CONSENT NO. 7

BOARD AGENDA NO.

DATE: **April 1, 2014**

RE: **Agreement for Medical Examiner Facility on the UMD Campus**

FROM: **Kevin Z. Gray**
County Administrator

Ross Litman
Sheriff

RELATED DEPARTMENT GOAL:
To enhance public safety.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize an agreement with the Regents of the University of Minnesota, the University of Minnesota Medical School-Duluth (UMMSD), and the University of Minnesota Duluth (UMD) for a Medical Examiner facility on the UMD campus.

BACKGROUND:
Since 1998, St. Louis County has maintained an agreement with the University to support the operation and maintenance of a Medical Examiner facility at the UMMSD. The term of the agreement is two years, retroactive to January 1, 2014 through December 31, 2015. The monthly rent to support the operation and maintenance of the facility is $2,666.33 and will be accounted for in the Medical Examiner budget, Fund 100, Agency 131001.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize an agreement with the Regents of the University of Minnesota, the University of Minnesota Medical School-Duluth, and the University of Minnesota Duluth for a Medical Examiner facility on the UMD campus.

Agreement for Medical Examiner Facility on the UMD Campus

BY COMMISSIONER _____

WHEREAS, St. Louis County has maintained an agreement with the University of Minnesota for a Medical Examiner facility on the University of Minnesota Duluth (UMD) campus since 1998; and

WHEREAS, The University is willing to continue with this arrangement;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes an agreement with the Regents of the University of Minnesota, the University of Minnesota Medical School-Duluth, and the University of Minnesota Duluth (UMD) for a Medical Examiner facility on the UMD campus for the period January 1, 2014 through December 31, 2015 in the amount of $2,666.33 per month, to be accounted for in Fund 100, Agency 131001;

RESOLVED FURTHER, That the St. Louis County Board authorizes the appropriate county officials to sign any associated contract documents.

BOARD LETTER NO. 14 – 132

PUBLIC SAFETY & CORRECTIONS COMMITTEE
CONSENT NO. 8

BOARD AGENDA NO.

DATE: **March 25, 2014**

RE: **Three Year Maintenance Contract with Radio IP**

FROM: **Kevin Z. Gray**
County Administrator

Ross Litman
Sheriff

RELATED DEPARTMENT GOAL:
To enhance public safety.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize an extended maintenance contract with Radio IP for three years.

BACKGROUND:
Radio IP, of Longueuil, Quebec, Canada, is offering a 10% discount on a maintenance contract if St. Louis County will pay for three years of support in the amount of $138,113.24 to be paid from North Eastern Minnesota Enforcement Safety Information Systems (NEMESIS) fees.

Radio IP is a middle ware product. It manages the transmissions and adds a layer of encryption on all mobile data computers for the participants in NEMESIS. This allows NEMESIS to meet Bureau of Criminal Apprehension and Federal Bureau of Investigation requirements. NEMESIS has been using this product since 2008 when it was purchased through a grant.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize a three year maintenance contract with Radio IP, of Longueuil, Quebec, Canada, in the amount of $138,113.24 for the period April 1, 2014 through March 31, 2017, to be accounted for in Fund 150, Agency 150004, Object 634800.

Three Year Maintenance Contract with Radio IP

BY COMMISSIONER _____

WHEREAS, Radio IP, of Longueuil, Quebec, Canada, is offering a 10% discount on a maintenance contract if St. Louis County will pay for three years of support in the amount of $138,113.24 to be paid from North Eastern Minnesota Enforcement Safety Information Systems (NEMESIS) fees; and

WHEREAS, NEMESIS has been using this product since 2008;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes a three-year maintenance contract with Radio IP, of Longueuil, Quebec, Canada, in the amount of $138,113.24 for the period April 1, 2014 through March 31, 2017, to be accounted for in Fund 150, Agency 150004, Object 634800;

RESOLVED FURTHER, That the St. Louis County Board authorizes the appropriate county officials to sign any associated contract documents.

BOARD LETTER NO. 14 - 133

CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: **April 1, 2014**

RE: **Wireless Communications Device Policy**

FROM: **Kevin Z. Gray**
County Administrator

RELATED DEPARTMENT GOAL:
To develop and implement broad policy directives for St. Louis County through the Board of Commissioners.

ACTION REQUESTED:
The St. Louis County Board is requested to revise the Wireless Communications Device Policy.

BACKGROUND:
The St. Louis County Board adopted the Wireless Communications Device Policy by County Board Resolution No. 09-130, dated March 24, 2009. The policy was revised in January 2010 by County Board Resolution No. 10-53 which established a maximum stipend amount and provided 100% reimbursement of data/wireless/email accounts.

In 2013, county department heads requested a review of the policy in the context of evolving communication plan offerings available to employees authorized to receive a stipend. The Stipend Review Committee, including staff from Information Technology (IT), County Administration, Human Resources, the Auditor's Office and a department head representative, began the process of reviewing the policy.

The following changes are proposed based on this review and are incorporated in the proposed policy for Board consideration:

Stipend Amount	Based on accounting rules, the maximum stipend amount cannot exceed the existing costs associated with county-owned devices of similar voice, texting and data combinations. The Purchasing Division conducted a review of the pricing plans available to the county and determined that a reasonable equivalent voice and/or text plan is available at $25.00 and a reasonable equivalent voice, texting and data plan is available at $50.00. The new policy incorporates these two stipend amounts, simplifying the decision for department heads, who are required to approve each stipend.

Clarifying Tax Obligations	Expanded taxability section that clarifies *de minimus* personal use of a county-owned device is not taxable; and that a stipend is non-taxable income.
Mobile Device Management	The Information Technology Department purchased a Mobile Device Management system in late 2013 with the goal of improving the security and reducing the costs associated with supporting county-owned and personally-owned wireless communication devices. The proposed policy includes a new section on security that states Information Technology staff may remotely access a county or employee-owned wireless communications device to wipe corporate email, calendar, and contact data if the device is lost or stolen or if IT detects a breach in policy, a virus or other security threat.
Privacy	A new section added that clarifies employees should have no expectation of privacy or confidentiality when using a county owned wireless communications device. For stipend recipients, personal wireless communications statements and text messages are considered by the county to be private data except when associated with the performance of official job duties. Employees should have no expectation of privacy or confidentiality when engaging in business related communications on an employee-owned wireless communications device.
Annual Review	The policy requires a stipend review committee (IT, Administration, Human Resources, Auditor's Accounting and department head representative) to meet annually in December to review the stipend amount when plan pricing has changed substantially; this review committee will meet no less than one time/year to review the stipend amounts.

The remainder of the policy will remain as established in 2009, and department heads are still responsible to review each individual employee's business need for a county-owned device or a stipend and, in the case of a stipend, to review their need for voice/texting or voice/texting/data.

The proposed effective date of the revised policy is May 23, 2014. The authorization forms were also updated for this policy revision. Forms will need to be submitted before May 16, 2014 in order for a stipend to remain in effect.

RECOMMENDATION:
It is recommended that the St. Louis County Board adopt the revised Wireless Communications Device Policy.

Wireless Communications Device Policy

BY COMMISSIONER _____

WHEREAS, The St. Louis County Board adopted the Wireless Communications Device Policy by County Board Resolution No. 09-130, dated March 24, 2009;

WHEREAS, This policy needs to be reviewed on a frequent basis and a revised Wireless Communications Device Policy was adopted by County Board Resolution No. 10-53, dated January 26, 2010; and

WHEREAS, The Stipend Review Committee will meet in December of each year to ensure this policy is consistent with the County Board's intent and improve its implementation;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board adopts the revised Wireless Communications Device Policy, County Board File No. _____, to be effective May 23, 2014.

St. Louis County
Wireless Communications Policy

Policy
Wireless communications provide an opportunity for county departments to offer efficient, safe, and high-quality customer service. It is the policy of St. Louis County to provide designated staff, as determined by identified departmental needs, with either a county-provided wireless communications device or a stipend toward the cost of a service plan on an employee's personal wireless communications device which will also be used for county business purposes.

Scope
This policy applies to all county employees and elected officials assigned a county-owned wireless communications device or who receive a wireless communications device stipend.

Providing a wireless communications device stipend or a wireless communications device serves a public purpose in providing employees the ability to perform job-related duties, which are directly related to the purposes for which the county was established. It is the intent of this policy to allow the county to manage communications costs in an effective manner.

Definitions
Business Use: Work-related responsibilities required by an employee's position.

County-Owned: Refers to a county purchased/leased wireless communications device.

De Minimis Benefit: An Internal Revenue Service (IRS) reference to any property or service provided to an employee which has such little value, that accounting for it would be unreasonable or administratively impracticable.

Employee-Owned: Refers to a wireless communications device owned by an employee for which the employee receives a device stipend.

Wireless Communications Device: The wireless communications device, adapter, battery pack and other equipment specific to the device used for county business purposes.

Wireless Communications Device Stipend: The stipend towards the cost of a service plan on an employee-owned wireless communications device.

Procedures:
Based on business need, the department head will determine which positions in the department require wireless communications and whether the needs are best served through the allocation of a county-owned wireless communications device or through a stipend. Some of those needs include, but are not limited to:

- When safety of self or others may be of concern
- To provide immediate communication with staff in the department and other agencies as required to coordinate programs or provide customer service
- To retrieve messages from voice mail while working in the community
- To contact clients and customers in situations that a land line is not available
- In personal emergencies including unexpected illness, car trouble, inclement weather, etc., for self and others where the employee works out of the office

- When the employee's main work location is in the field where land lines and other primary radio/telephone communications are not available
- When on call

The wireless communications device stipend is intended to compensate the employee for allowing the use of personal wireless communications devices to facilitate and manage work duties. Employees receiving a county-owned wireless communications device or a stipend will be responsible for the following:

1. Retrieving messages on voice mail if telephone calls are missed on the wireless communications device.
2. Having the wireless communications device available for use during all hours of work and when the employee is subject to call.
3. Ensuring that use of the device does not provide a distraction to the employee during work hours. This includes limiting personal use during work hours, and setting the wireless communications device to a silent alert mode during meetings and other times that an interruption is undesirable.
4. For safety reasons, all county employees are not to utilize the device for county business at any time while driving a motor vehicle unless the device is equipped with 'hands free' operation.
5. Caring for the device in a responsible manner, minimizing the chance of loss or damage.
6. Providing adequate security for the device to prevent unauthorized users from finding client/work-related contact information stored in the device's memory. This includes the use of a password to access the device and enabling encryption. It is recommended that confidential or non-published numbers not be stored in any "speed dial" function of the device.
7. Accounting for and reporting "hours worked" that exceed an insignificant time period (which cannot be precisely recorded for payroll purposes) for any time spent using the wireless device to facilitate or manage work duties that occur outside of the normal work day.
8. Personal use of a county-owned wireless communications device is permitted. However, such use shall be limited in time and frequency in accordance with County and Departmental policies. It shall be conducted in a manner as to limit the interruption of County business.
9. Returning county-owned wireless communications device to their supervisor or department following an upgrade to a newer device, transferring departments, taking an extended unpaid leave of absence or upon separation from employment.

Procedures Specific to the County-Owned Device Alternative:
Employees provided with a county-owned wireless communications device will be responsible for verifying use. Communications are intended for business use only, however, incidental *de minimis* personal use is permitted.

Taxability: The *de minimis* benefit of a county-owned wireless communications device, provided for business reasons (i.e. 85% of its use or more is business-related), is excludable from an employee's income and will not be taxed; employees may be required to keep records and pay taxes on personal use which exceeds a reasonable *de minimis* benefit value. For determination of individual taxability for personal use exceeding this standard, employees should check with their tax advisor.

Privacy: Employees should have no expectation of privacy or confidentiality when using a county owned wireless communications device. By accepting and using a county owned wireless communications device, the employee consents to employer access and reasonable monitoring of installed applications and county email, calendar and contact accounts.

Security: Information Technology staff may remotely access a county owned wireless communications device to wipe email, calendar, and contact data if the device is lost or stolen or if IT detects a breach in policy, a virus or other security threat. The employer shall not be responsible for the loss of personal information in the event it is necessary to wipe the device.

Migration of Wireless Communications Devices: Employees may be permitted to transfer the ownership of a county-owned wireless communications contract from the county to the employee. The employee may continue the service at the present level or may change/upgrade by contacting the service provider. When the county provides the wireless communications device, it remains county property and must be returned to the county when no longer needed, in working condition or technologically capable.

New Device Purchases: Information Technology will serve as a referral service for managers or employees interested in researching wireless communications device options or to provide assistance in migrating service agreements from the county to an employee. The Purchasing Division will investigate and advise county departments on opportunities for cost savings on group plans and other purchases that may benefit the county or its employees.

Inventory: Each department will be responsible for tracking an inventory of all county-owned wireless communication devices.

Procedures Specific to the Employee-Owned Device (Stipend) Alternative:
Employees designated to receive a wireless communications device stipend will receive a monthly stipend in the amount determined by the department head up to the maximum amount set by the County Board.

Employees receiving a stipend are also responsible for:

1. Providing proof of the wireless communications service contract upon request by the department head.
2. Providing information in a manner prescribed by the Auditor's Office to activate and maintain monthly stipend payments.

The wireless communications device stipend is intended to cover the costs of the employee's service expenses related to work duties. Initial purchase of the wireless communications device, accessory equipment, and activation fees will be the responsibility of the employee. The employee will pay any costs exceeding the amount of the wireless communications device stipend. No stipend will be paid when an employee is in an unpaid leave status.

Taxability: The wireless communications device stipend provided to employees for business reasons will be paid through the county payroll system as non-taxable income.

Privacy: Personal wireless communications statements and text messages are considered by the county to be private data except when associated with the performance of official job duties. Employees should have no expectation of privacy or confidentiality when engaging in business related communications on an employee-owned wireless communications device. By connecting an employee-owned wireless communications device to the employer's email server

or network, the employee consents to employer access and reasonable monitoring of installed applications and county email, calendar and contact accounts synced to the device.

Security: Information Technology staff may remotely access an employee-owned wireless communications device to wipe corporate email, calendar, and contact data if the device is lost or stolen or if IT detects a breach in policy, a virus or other security threat. Employees are not permitted to store sensitive or privileged county business communications or data on their personal wireless communications devices unless the data is stored in a folder or corporate email account accessible by the employer's mobile device management system. The employer shall not be responsible for the loss of personal information in the event it is necessary to wipe the device and the information is intermingled by the actions of the device owner.

Stipend Activation: For an employee to receive a wireless communications device stipend, the stipend and the amount must be authorized by the Department Head. A completed Wireless Communication Device Stipend Form must be sent to the Auditor's office for stipend activation.

Stipend Amount: A stipend review committee (IT, Administration, Human Resources, Auditor's Accounting and Department Head Representative) will meet annually in December to review the stipend amount when plan pricing has changed substantially; this review committee will meet no less than one time/year to review the stipend amounts. The maximum stipend amount will not exceed the then-existing costs associated with county-owned devices of similar voice, texting and data combinations.

When a department head authorizes a wireless communications device stipend, they will make the following decisions about the employee's necessary business use and the level of plan necessary (in terms of voice, text and data plan options):

Year Reviewed	Voice and/or Texting	Voice, Texting and Data
2014	$25	$50

Stipend Change/Cancellation: To change or discontinue a wireless communications device stipend, a completed authorization form must be sent to the Auditor's Office – Payroll Division. Departments are responsible for ensuring that stipends are terminated if the employee changes positions or no longer needs a wireless device.

Policy Review
This Policy will be reviewed annually or whenever required by the stipend review committee (IT, Administration, Human Resources, Auditor's Accounting and Department Head Representative).

Wireless Communications Policy

Approved: RESOLUTION NO. - July 1, 2009
Revised: RESOLUTION NO. - January 12, 2010
Revised: RESOLUTION NO. -
Forms: Wireless Communication Device Stipend Form

ST. LOUIS COUNTY OWNED WIRELESS COMMUNICATION DEVICE

Employee Name: _____ Employee ID: _____

Department: _____

BUSINESS VERIFICATION

Phone Number: _____

General Ledger Coding: Fund _____ Agency _____ Object 623700

Total monthly cost for wireless service	$_____
Value of service related to business purpose (including pro rata share of fees and taxes)	$_____
Value of service related to personal purposes (including pro rata share of fees and taxes)	$_____
Total monthly cost for wireless service (as above)	$_____

- Attach check payable to St. Louis County for this amount and remit it along with a copy of this form to the County Auditor's Office.

Employee Certification/Authorization:

I certify the above is correct and acknowledge my department is maintaining records sufficient to support this information in compliance with the Wireless Communications Device Policy.

All county provided devices and any personal devices that have access to County email or store/access County data must be enrolled in the Enterprise Mobile Device Management software administered by IT. This allows the device to adhere to approved security policies and enables a remote wipe of corporate data on the device.

Employee Signature: _____

Department Head Certification/Authorization:

I certify that there is a business need for this employee to utilize a wireless communication device and the employee has opted to utilize a county-owned device in accordance with the Policy.

Department Head: _____ Date: _____
Signature

Department Head: _____
Printed

WIRELESS COMMUNICATION DEVICE STIPEND FORM

Employee Name: _____ Employee ID: _____

Department: _____

Add/Update Stipend

Please select one of the following wireless stipend options:

_____ Voice and Texting - $25

_____ Voice, Texting, and Data - $50

Employee Certification/Authorization:

I certify that my personal wireless plan has the above indicated capabilities for which I will be receiving a stipend. I have reviewed the Wireless Communication Device Policy and understand the requirements.

All county provided devices and any personal devices that have access to County email or store/access County data must be enrolled in the Enterprise Mobile Device Management software administered by IT. This allows the device to adhere to approved security policies and enables a remote wipe of corporate data on the device.

Employee Signature: _____

Department Head Certification/Authorization:

I certify that there is a business need for this employee to utilize a wireless communication device and the employee has opted for a stipend for utilizing his/her personal device in accordance with the Policy.

Department Head: _____ Date: _____
Signature

Department Head: _____
Printed

Cancel Stipend

_____ The above employee no longer meets the requirements for a wireless stipend in accordance with the Policy. Please discontinue the wireless stipend currently in place.

Department Head: _____ Date: _____
Signature

Department Head: _____
Printed