

Dakota Broadband Board  
Board of Directors Meeting  
Preliminary Agenda – Revised 6-7-18  
June 13, 2018 – 4:00 pm  
Apple Valley City Hall

1. Call to Order
2. Roll Call
3. Approve Agenda

**CONSENT AGENDA**

4. Approve minutes from the regular Board meeting dated May 9, 2018

**REGULAR AGENDA**

**Action Items**

5. Consider Agreement for Interim Executive Director Services
6. Establish Next Board Meeting Date and Time

**Information Updates/Discussion Items**

7. Discussion on DBB Implementation Steps
8. Report Regarding Temporary Web Site
9. Report on Hourly Rates for Out of Scope Financial Services

**OTHER ITEMS AND BUSINESS**

None

**ADJOURN**

**ATTACHMENTS**

- A. May 9, 2018 Board of Director Meeting Minutes
- B. Interim Executive Director Professional Services Agreement
- C. Executive Committee Minutes – May 24, 2018, May 31, 2018 and June 8, 2018

**Board Members**

<b>Apple Valley</b>	Mary Hamann-Roland
<b>Burnsville</b>	Dan Gustafson
<b>Dakota County</b>	Joe Atkins (Vice Chair)
<b>Farmington</b>	Robyn Craig
<b>Hastings</b>	Tina Folch
<b>Inver Grove Heights</b>	George Tourville (Chair)
<b>Lakeville</b>	Luke Hellier
<b>Mendota Heights</b>	Neil Garlock
<b>Rosemount</b>	Bill Droste
<b>South St. Paul</b>	Bill Flatley
<b>West St. Paul</b>	John Bellows

**Alternates**

Ruth Grendahl
Bill Coughlin
Tom Egan
Todd Larson
Lori Braucks
Kara Perry
Brian Wheeler
Joel Paper
Shaun Nelson
Tom Seaberg
Dick Vitelli

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**NEXT REGULAR MEETING**

Time and place to be established by the Board

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<b>May 9, 2018 Board of Directors Meeting Minutes</b>
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**PRESENTER(S):** Craig Ebeling

**ACTION:**  Approve  Recommend Approval  Receive Item/Update  Other

**FACTS:**

- The following actions were taken at the May 9, 2018 Board of Directors meeting:
  - Approval of the Minutes of the April 11, 2018 Board Meeting
  - Approval of the Financial Services Agreement
  - Direction to Interim Staff to solicit proposals for interim administrative support and an Interim Executive Director
  
- The following items were discussed at the April 11, 2018 Board of Directors meeting:
  - Implementation Steps
  - Interim administrative support for the DBB Board and Executive Committee
  - I-Net Gap Project Implementation
  - A web site for the DBB

As noted previously the bylaws provide for the Administrative Agent to serve as the Board secretary. Retention of an Administrative Agent is still under discussion. The County Attorney's office has prepared the attached minutes as the acting secretary.

**ATTACHMENTS:** Attachment A: May 9, 2018 Board of Director meeting minutes

**SEPARATE DIST:** None



**Consider Agreement for Interim Executive Director Services**

**PRESENTER(S):** County Attorney Jay Stassen and Craig Ebeling

**ACTION:**  Approve  Recommend Approval  Receive Item/Update  Other

**FACTS:**

- At the May 9, 2018 meeting the Board directed interim staff to solicit proposals for interim administrative support and an Interim Executive Director. Staff solicited proposals from four firms thought to be capable of supplying the services.
- Two of the firms declined to propose because of existing workload and other considerations. Two written proposals were received.
- The Executive Committee reviewed the proposals in detail and felt that the firm of Elert and Associates would best meet the needs. The Committee interviewed the primary contact person from Elert to discuss the work scope and to gain comfort with her.
- The Executive Committee then spent more time on the scope of work and Attorney Stassen incorporated that work into a proposed professional services agreement.
- The Committee also talked about the need for the DBB to have funds to pay this vendor. Given that this vendor will be beginning on July 1, the mid-point of the year, and it is expected that the network operator vendor agreement (the other primary budget element) will follow very closely thereafter, it seemed reasonable to plan for half of the budget estimate amount as set forth in the Systems Plan.
- If the Board approves the agreement, transition discussion will be held later in the month of June with the intention that the new vendor would begin on July 1, 2018.

**RECOMMENDATION:**

- The Executive Committee recommends the attached professional services agreement (Attachment B) to the Board for adoption.
- The Executive Committee further recommends that member payments be authorized in total amounts equal to 50% of the operations and maintenance estimates listed in the System Plan, payable in three equal installments due on July 1, 2018, September 15, 2018 and December 1, 2018. Those total amounts would be as follows:

Apple Valley - \$13,792.00  
Burnsville - \$41,039.50  
Dakota County - \$166,607.50  
Farmington - \$3,817.50  
Hastings - \$8,598.50  
Inver Grove Heights - \$4,654.00  
Lakeville – 15,500.00  
Mendota Heights - \$3,638.50  
Rosemount - \$4,047.00  
South St. Paul - \$4,534.00  
West St. Paul - \$5,671.50

Total Revenues - \$271,900.00

**ATTACHMENTS:** Attachment B – Interim Executive Director Professional Services Agreement

**SEPARATE DIST:** None



<b>Establish Next Board Meeting Date and Time</b>
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**PRESENTER(S):** County Attorney Jay Stassen and Craig Ebeling

**ACTION:**  Approve  Recommend Approval  Receive Item/Update  Other

**FACTS:**

- Previous meetings have been scheduled for the second Wednesday of the month starting at 4:00 PM. The meeting place has been the Dakota County Community Development Agency (CDA) Board Room. At the last meeting CDA representatives communicated that the CDA may not be able to accommodate the regular meetings at their offices. Discussion followed, and the Board determined to meet at the Apple Valley City Hall.
- The Executive Committee has been working closely with the LOGIS agency regarding the possibility of LOGIS serving as the primary network operator vendor for the DBB and as the implementing agency for the I-Net Gap project. That work is continuing but will not be complete in time for the June 13 meeting. It is possible however that the work WILL be complete in advance of the normal July 11 meeting. Given the time challenge in mobilizing the I-Net Gap project, if two or three weeks of time could be gained the Board may want to consider a special meeting to consider the LOGIS proposal.

**RECOMMENDATION:**

Establish the next regular meeting for 4:00 PM on July 11, 2018 with the meeting to be held at the Apple Valley City Hall. Further, authorize the Board Chair to call a special meeting in accordance with the DBB bylaws if meaningful gains to the implementation schedule would result.

**ATTACHMENTS:** None

**SEPARATE DIST:** None



**Discussion on DBB Implementation Steps**

**PRESENTER(S):** Craig Ebeling

**ACTION:**  Approve  Recommend Approval  Receive Item/Update  Other

**FACTS:**

- The Executive Committee has met extensively with the LOGIS consortium regarding the possibility of LOGIS serving as the network operator vendor for the DBB and also as the implementing entity for the I-Net Gap project. Considerable progress has been made especially in defining the scope of the I-Net Gap project.
- LOGIS advised the Executive Committee that while they are a very willing partner in this effort, that their ability to prepare a well thought out proposal in the month of May would be limited because of other critical work that they were already committed to. This other work involved federal certifications with completion dates out of their control. They pledged however to begin work on June 1.
- The Executive Committee has formulated an alternate approach should an agreement with LOGIS “not work out”. There were discussions as to if and when to implement Plan B. Given the trust level that there is with LOGIS the Executive Committee has NOT recommended implementation of Plan B. There is still a strong sense that LOGIS will move quickly towards the formulation of an agreement.
- The latest communications with LOGIS indicate that the first draft of a proposal might arrive early in the week of June 11. The Executive Committee will immediately begin to evaluate the proposal and work to bring it forward to the Board as quickly as possible, perhaps even requesting a special DBB Board meeting in advance of the regular July meeting. The thought is that two to three valuable weeks of construction time could be gained. At this juncture LOGIS feels that IF it can be authorized in the month of July that the important portions of the I-Net Gap Project (but not ALL of the project) can be completed in 2018.
- The other focus by the Executive Committee has been to make provisions for the administrative support of the Board and the Committee. As has been previously reported the CDA will discontinue its administrative support at that time. The result of that work is covered in Agenda Item 6.

**RECOMMENDATION:** N/A

**ATTACHMENTS:** None  
**SEPARATE DIST:** None



**Report Regarding Temporary Web Site**

**PRESENTER(S):** Craig Ebeling

**ACTION:**  Approve  Recommend Approval  Receive Item/Update  Other

**FACTS:**

- At the May Board meeting the Board expressed interest in establishing a web site for the DBB for purposes of posting meeting notices, Board and Committee agendas and minutes and other documents of interest to the public. Dakota County indicated a willingness to help with a temporary site.
- The Dakota County Communications staff has been working towards this goal and has established a web site as an adjunct to the County web site. This was handled in the same fashion as the County has handled other small joint powers agencies that it supports, for example the Vermillion River Watershed District. The web site address is:  
<https://www.co.dakota.mn.us/Government/PublicEntities/Broadband/Pages/default.aspx>
- The Communications staff has been working along with the DBB interim staff to populate the site with pertinent information. As more information becomes available the site will be more useful and ultimately will be the springboard for the permanent web site.

**RECOMMENDATION:** N/A

**ATTACHMENTS:** None  
**SEPARATE DIST:** None



**Report on Hourly Rates for Out of Scope Financial Services**

**PRESENTER(S):** Craig Ebeling

**ACTION:**  Approve  Recommend Approval  Receive Item/Update  Other

**FACTS:**

- At the May Board meeting during the discussion of the Financial Services Agreement with the Dakota County there was an interest in knowing what the costs would be for work that might fall outside of the scope that is articulated in the contract. The agreement provides for a lump sump contribution of \$1,000 per month for work within the contract. Staff responded that out of scope work would be billed at hourly rates. It followed that there was an interest in knowing what those hourly rates would be.
- Peter Skwira from the County Finance area was the primary County contact in establishing the agreement. He submits the following information in this regard.

Grade Level 104-106 - \$34.58 (Accounts payable, accounts receivable, vendor management)

Grade Level 107-108 - \$42.56 (Cash management, financial and budget analysts)

Grade Level 109-110 - \$58.52 (Audit analyst, mid-level managers)

Grade Level 112+ - \$93.10 (Upper-level management)

**RECOMMENDATION:** N/A

**ATTACHMENTS:** None

**SEPARATE DIST:** None



# ***ATTACHMENT A***

## **Dakota Broadband Board (DBB) Board of Directors Minutes of Meeting: 05/09/2018**

### **Members Present:**

Mary Hamann-Roland (Apple Valley); Dan Gustafson (Burnsville); Joe Atkins (Dakota County Commissioner); Tina Folch (Hastings); George Tourville (Inver Grove Heights – Chair); Luke Hellier (Lakeville); Neil Garlock (Mendota Heights); Bill Droste (Rosemount); John Bellows (West St. Paul)

Bill Flatley (South St. Paul) present via conference call.

### **Alternates Present:**

Tom Seaberg (South St. Paul)  
Tom Egan (Dakota County Commissioner)

### **Others Present:**

Craig Ebeling; Maggie Dykes (Dakota County CDA); Kaili Braa (Dakota County CDA); Matt Smith (Dakota County); Jean Erickson (Dakota County); Amy Roberts, Comcast; Patrick Haggerty, Century Link

#### **1. Call the Meeting to Order:**

There being a quorum, Chair Tourville (Inver Grove Heights) called the meeting to order at 4:05pm.

#### **2. Roll Call; Members in attendance are noted above.**

#### **3. Approval of Agenda**

**Action:** Mary Hamann-Roland (Apple Valley) moved approval; Tom Seaberg (South St. Paul) seconded, and the agenda was unanimously approved.

[Note: No item 4 was listed on the agenda.]

#### **5. Approve Minutes of April 11, 2018 Board Meeting**

**Discussion:** No discussion on the March 7, 2018 minutes.

**Action:** Mary Hamann-Roland (Apple Valley) moved approval; John Bellows (West St. Paul) seconded. The minutes of the March 7, 2018 meeting of the Dakota Broadband Board were unanimously approved.

#### **6. Financial Services Agreement with Dakota County**

**Discussion:** Craig Ebeling presented to the Board regarding the proposed financial services agreement with Dakota County, which was Attachment B of May's DBB packet. The question of conflicting numbers was brought up by Mary Hamann-Roland; Craig clarified that the document itself is correct, and that the County Board will not act on this until the end of May for a June start.

The Executive Committee does recommended approval of the Financial Agreement with Dakota County. The scope of work is trimmed down from the DCC model, but this is a very good proposal and fits well with the draft budget.

There was discussion around the rate(s) proposed – \$12,000 per year or \$1,000 per month – and if any work is performed by Dakota County that is beyond scope, they will be paid by an hourly rate, but will inform the Board prior to work.

**Action:** Mary Hamann-Roland (Apple Valley) moved approval; Dan Gustafson (Burnsville) seconded. The Financial Services Agreement with Dakota County was unanimously approved.

## 7. Establish Next Board Meeting Date and Time

**Discussion:** Chair Tourville noted that the next meeting of the DBB is set to take place on June 13, 2018 at 4:00 PM. Maggie Dykes informed the Board that due to staff capacity and other resource concerns, it would be better to meet at another location than the Dakota County CDA. Mary Hamann-Roland volunteered the Apple Valley City Hall for the next meeting; Luke Hellier also suggested the Dakota County Western Service Center as an option. Logistics were discussed, and the Board agreed to hold the next meeting at the Apple Valley City Hall

**Action:** Motion by Mary Hamann-Roland to set the next meeting of the DBB Board for June 13, 2018 at 4:00 PM at Apple Valley City Hall. Second by Dan Gustafson (Burnsville). Motion passed unanimously.

## 8. Discussion on DBB Implementation Steps

**Discussion:** Craig Ebeling presented to the Board. He stated the implementation work may be different in the next 8-10 months than previously discussed. The recommendation of the Executive Committee to delay placement of an administrative agent or Executive Director means there is a need for a temporary arrangement. The Executive Committee defined some different phases in a scope of work (Attachment C of Board packet) of the tasks that need to be completed in the next 10 months to move the DBB and the I-Net forward. The Executive Committee used a Gantt chart to determine what was needed in the scope of work and what will need to be accomplished over the next 10 months, which is when the DBB is expected to be fully operational and a permanent Executive Director can be put in place.

To support the DBB and the Executive Committee, there also will be a need for interim administrative support beginning July 1; CDA provision of support services will end on June 30 with the end of Fiscal Year Ending June 30, 2018. The Board discussed if the Executive Committee was recommending LOGIS as an interim administrative solution. Craig clarified that that the Executive Committee were working towards having LOGIS serve as the network operator. The administrative services in will support the Executive Committee and DBB Board (essentially Craig's current role), and this will likely not be LOGIS.

Craig reiterated that the Executive Committee is working towards a transition to an interim director with administrative support services and anticipate it will take about 10 months to find a permanent administrative support.

Craig also discussed the I-Net gap projects. He stated that the goal of the Executive Committee is to complete most of the projects in the 2018 construction season.

However, the Board will need to establish the rules it wants to follow for procurement. The Board discussed that it may be appropriate to use follow uniform Municipal Contracting law, but it would be helpful to have County Attorney Jay Stassen review that idea. Tina Folch (Hastings) noted that the construction season is already under way and it may not be possible for as much construction to occur as possible.

Craig emphasized that there is much to be achieved in a short timeframe, pending the capability of the network operators. Craig stated the goal is to present solutions to a number of the items discussed at the June meeting. The Board stated there will need to be contingency plans in case the Executive Committee is not able to find solutions to the interim director or administrative support by the June meeting.

The recommendation to the Board is to direct current interim staff (Craig Ebeling/CDA Staff) to solicit proposals for an interim Executive Director and administrative support.

It was noted (and added to other business) that once the DBB is better/fully established, meeting agendas/minutes/packets will need to be posted for transparency.

**Action:** Motion by Tina Folch (Hastings); second by Bill Droste (Rosemount). The recommendation to direct interim staff to solicit proposals for interim administrative support and an Interim Executive Director was unanimously approved.

It was further discussed that this solicitation for proposals could be posted to the County's website. The Board noted that eventually the DBB will need its own website.

## **9. Review of other Executive Committee actions and recommendations**

**Discussion:** Craig Ebeling stated the I-Net gap project is actually starting to form now based on the work by the Executive Committee; the nine original segments defined will be fewer. Work is still going on informally.

## **10. Other Business**

### **DBB Website**

**Discussion:** It was discussed that the County solution is good in the interim, but one of the key future tasks will be to set up a secure website for clear communication and transparency for Board actions and information.

### **Audience Comments**

**Discussion:** Chair Tourville asked if there were any comments or discussion to be heard from the audience. No further discussion or comments were made.

## **11. Adjournment**

**Action:** Tom Seaberg (South St. Paul) motioned to adjourn; seconded by Luke Hellier (Lakeville). The motion to adjourn was unanimously approved.

The meeting adjourned at 4:43 PM.

## ***Attachment B***

DBB Agreement No. 2018-002

### **INTERIM EXECUTIVE DIRECTOR PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is between the DAKOTA BROADBAND BOARD, a joint powers board under the laws of the State of Minnesota, (the "DBB"), and Elert & Associates, \_\_\_\_\_ [ADDRESS], ("CONTRACTOR").

The parties agree as follows:

#### 1. TERM AND COST OF THE AGREEMENT

CONTRACTOR agrees to furnish services to the DBB commencing on July 1, 2018 and terminating on June 30, 2019, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement, or unless extended pursuant to the terms of Section 20.

CONTRACTOR shall be paid according to the rates and conditions identified in the attached Exhibit A, which is incorporated herein and made part hereof. The total amount to be paid by the DBB pursuant to this Agreement shall not exceed \$150,000.

Payment for reimbursable expenses is subject to the following terms and conditions:

DBB will reimburse CONTRACTOR for any out of state travel required to provide the services required by the Agreement.

Payment of interest on late payments and disputes regarding payments is governed by the provisions of Minn. Stat. Section 471.425. If reimbursement of expenses is included, the DBB will only reimburse at actual cost for out of pocket expenses. Mileage will be reimbursed at the rate established by the United States Internal Revenue Service.

#### 2. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services described in Exhibit B. The parties agree that the services provided under this Agreement will be performed by Wendy Chretien, who may be assisted by other employees of CONTRACTOR working directly under her supervision. The parties acknowledge that they may wish to amend the scope of services during the term of this Agreement and agree to do so by mutually agreeing to a modified Exhibit B, without formal amendment of this Agreement. If an agreed upon modification of Exhibit B requires a change in the not to exceed amount of this Agreement, the parties will execute an amendment to this Agreement before the changes to the scope of services and not to exceed amount are in effect.

CONTRACTOR will regularly communicate with the chair of the DBB Board, the chair of the Executive Committee, the network operator retained by the DBB, and other staff of

JPA members as needed to accomplish the goals of the DBB and the services to be provided through this Agreement.

All right, title and interest in all copyrightable material which CONTRACTOR may conceive or originate either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of the DBB. CONTRACTOR shall assign to the DBB all right, title, interest and copyrights of the copyrightable material. CONTRACTOR also agrees, upon request of the DBB, to execute all papers and perform all other acts necessary to assist the DBB to obtain and register copyrights on those materials. Where applicable, works for authorship created by CONTRACTOR for the DBB in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act.

CONTRACTOR hereby warrants that, when legally required, CONTRACTOR will obtain the written consent of both the owner and licensor to reproduce, publish, and/or use any material supplied to the DBB including but not limited to software, hardware, documentation, and/or any other item. CONTRACTOR further warrants that any material or item delivered by CONTRACTOR will not violate the United States Copyright Law or any property right of another and agrees that CONTRACTOR will defend, indemnify, and hold harmless the DBB, its officials, its member bodies, board members, officers, agents, volunteers, and employees, at CONTRACTOR's own expense, against any alleged infringement of any copyright or property right.

### 3. PAYMENT FOR SERVICES

CONTRACTOR shall submit a quarterly invoice for its fees and expenses incurred pursuant to this Agreement. Signed invoices shall be supplemented by a labor cost breakdown which shall include the name of the employee, hourly billing rate, description of task performed and date and hours worked, provided, however, invoices for a fixed fee shall not require an itemized cost breakdown. Reimbursable expenses shall be identified and supported with the necessary documentation to show that such costs are properly allocated to the work to be performed under this Agreement. Payment for services performed under this Agreement will be made in the manner provided by law governing DBB's payment of claims and/or invoices. Payment shall be made within thirty (30) days of approval for payment.

### 4. PROFESSIONAL CREDENTIALS

CONTRACTOR agrees to provide all information requested by the DBB to facilitate the verification of educational and professional credentials from primary sources. CONTRACTOR agrees to undergo a review of professional credentials as requested by the DBB during the term of this Agreement.

### 5. INDEPENDENT CONTRACTOR

CONTRACTOR shall select the means, method, and manner of performing the services. Nothing is intended or should be construed as creating or establishing the relationship of co-partners between the parties or as constituting CONTRACTOR as the agent, representative, or employee of the DBB or its member bodies for any purpose. CONTRACTOR is and shall remain an independent contractor for all services performed under this Agreement. CONTRACTOR shall secure at its own expense all personnel

required in performing services under this Agreement. Any personnel of CONTRACTOR or other persons while engaged in the performance of any work or services required by CONTRACTOR will have no contractual relationship with the DBB or its member bodies, and will not be considered employees of the DBB or its member bodies. The DBB shall not be responsible for any claims that arise out of employment or alleged employment under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of any personnel, including, without limitation, claims of discrimination against the CONTRACTOR, its officers, agents, contractors, or employees. CONTRACTOR shall defend, indemnify, and hold harmless the DBB, its officials, its member bodies, DBB members, officers, agents, volunteers, and employees from such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights or benefits of any kind from the DBB or its member bodies, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

6. NON-DISCRIMINATION

No person shall be excluded from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin. No person who is protected by applicable Federal or State laws against discrimination shall be subjected to discrimination.

7. INDEMNIFICATION AND INSURANCE

A. CONTRACTOR agrees to defend, indemnify, and hold harmless the DBB. Its officials, its member bodies, board members, officers, agents, volunteers, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of CONTRACTOR to perform any obligation under this Agreement.

B. In order to protect CONTRACTOR and those listed above under the indemnification provision, CONTRACTOR agrees at all times during the term of this Agreement, and beyond such term when so required, to have and keep in force the following insurance coverages:

	<u>Limits</u>
1. Commercial General Liability on an occurrence basis with contractual liability coverage:	\$2,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence-Combined Bodily Injury and Property Damage	\$2,000,000
2. Workers' Compensation and Employer's Liability:	

Employer's Liability. Bodily injury by:	
Accident-Each Accident	500,000
Disease-Policy Limit	500,000
Disease-Each Employee	500,000

- 3. Professional Liability: Aggregate 1,000,000  
The professional liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

- C. An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of CONTRACTOR to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Upon request, CONTRACTOR shall promptly submit copies of insurance policies to the DBB.

CONTRACTOR shall not commence work until it has obtained required insurance and filed with the DBB Board Chair, a properly executed Certificate of Insurance which clearly evidences required insurance coverages. The certificate must also show that the DBB will receive 30 days prior written notice in the event of cancellation, nonrenewal, or material change in any described policies.

Upon request, CONTRACTOR shall furnish to the DBB updated certificates during the term of this Agreement as insurance policies expire. If CONTRACTOR fails to furnish proof of insurance coverages, the DBB may withhold payments and/or pursue any other right or remedy allowed under the contract, law, equity, and/or statute. The DBB does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this section.

- D. Duty to Notify. CONTRACTOR shall promptly notify the DBB of any claim, action, cause of action or litigation brought against CONTRACTOR, its employees, officers, agents or subcontractors, which arises out of the services' contained in this Agreement. CONTRACTOR shall also notify the DBB whenever CONTRACTOR has a reasonable basis for believing that CONTRACTOR and/or its employees, officers, agents or subcontractors, and/or the DBB or its member bodies, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Agreement. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

8. DATA PRACTICES

CONTRACTOR, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and

Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating "to data privacy or confidentiality. If CONTRACTOR creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the DBB interim executive director pursuant to this Agreement, then CONTRACTOR must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. CONTRACTOR agrees to defend, indemnify and hold harmless the DBB, its officials, its member bodies, board members, officers, agents, volunteers, and employees from any claims resulting from CONTRACTOR's officers agents, owners, partners, employees, volunteers, assignees or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. CONTRACTOR agrees to promptly notify the DBB if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

9. RECORDS - AVAILABILITY/ACCESS

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5, CONTRACTOR agrees that the DBB, its member bodies, the State Auditor, the Legislative Auditor or any of their authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Agreement. The CONTRACTOR shall maintain these materials and allow access during the period of the Agreement and for six (6) years after its termination or cancellation.

Also, in accordance with Medicare requirements under Section 952 of the Omnibus Reconciliation Act of 1980 PL 96-499 as well as any final regulations relating thereto as may be promulgated by the Secretary of the U.S. Department of Health and Human Services (the "Secretary") and to the extent that the requirements are applicable to this Agreement, CONTRACTOR shall, while this Agreement is effective and until the expiration of four (4) years after furnishing of any services, make available, upon written request to the Secretary, or the Comptroller General of the United States (the "Comptroller General"), or any of their authorized representatives, a copy of this Agreement and books, documents and records of CONTRACTOR as are necessary to certify the nature and extent of the costs incurred by CONTRACTOR for the services furnished. If CONTRACTOR carries out any of the duties hereunder through a subcontractor, with a value or cost of \$10,000 or more over a twelve (12) month period, CONTRACTOR shall require subcontractor to make available upon written request to the Secretary or Comptroller General any such books, documents and records.

10. SUCCESSORS, SUBCONTRACTING AND ASSIGNMENTS

- A. CONTRACTOR binds itself, its partners, successors, assigns and legal representatives to the DBB for all covenants, agreements and obligation contained in the contract documents.
- B. CONTRACTOR shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of the DBB. A consent to

assign shall be subject to such conditions and provisions as the DBB may deem necessary, accomplished by execution of a form prepared by the DBB and signed by CONTRACTOR, the assignee and the DBB. Permission to assign, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement.

- C. CONTRACTOR shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of the DBB. Permission to subcontract, however, shall under no circumstances relieve CONTRACTOR of its liabilities and obligations under the Agreement. Further, CONTRACTOR shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between CONTRACTOR and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified. CONTRACTOR shall make contracts between CONTRACTOR and subcontractors available upon request.
- D. CONTRACTOR shall notify the DBB in writing if another person/entity acquires, directly or indirectly, more than 50 percent (50%) of the voting power of the shares entitled to vote for directors of CONTRACTOR. Notice shall be given within twenty (20) days of such acquisition and shall specify the name and business address of the acquiring person/entity. The DBB reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.

## 11. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

## 12. DEFAULT AND CANCELLATION

- A. If CONTRACTOR fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, it shall be in default. Unless CONTRACTOR's default is excused by the DBB, the DBB may upon written notice immediately cancel this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for the DBB to delay payment until CONTRACTOR's compliance. In the event of a decision to withhold payment, the DBB shall furnish prior written notice to CONTRACTOR.

- B. Upon cancellation or termination of this Agreement:
1. At the discretion of the DBB and as specified in writing by the Contract Manager, CONTRACTOR shall deliver to the Contract Manager copies of all writings so specified by the DBB and prepared by CONTRACTOR in accordance with this Agreement. The term "writings" is defined as:

Handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording, including electronic media, any form of communication or representation, including letters, works, pictures, drawings, sounds, or symbols, or combinations thereof.
  2. The DBB shall have full ownership and control of all such writings. CONTRACTOR shall have the right to retain copies of the writings. However, it is agreed that CONTRACTOR without the prior written consent of the DBB shall not use these writings for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such writings; and shall not do anything which in the opinion of the DBB would affect the DBB's ownership and/or control of such writings.
- C. Notwithstanding any provision of this Agreement to the contrary, CONTRACTOR shall remain liable to the DBB for damages sustained by the DBB by virtue of any breach of this Agreement by CONTRACTOR. Upon notice to CONTRACTOR of the claimed breach and the amount of the claimed damage, the DBB may withhold any payments to CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the DBB from CONTRACTOR is determined. Following notice from the DBB of the claimed breach and damage, CONTRACTOR and the DBB shall attempt to resolve the dispute in good faith.
- D. The above remedies shall be in addition to any other right or remedy available to the DBB under this Agreement, law, statute, rule, and/or equity.
- E. The DBB's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- F. This Agreement may be canceled with or without cause by either party upon thirty (30) days written notice.
- G. Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement include but are not limited to: SERVICES TO BE PROVIDED (as to ownership of property); INDEPENDENT CONTRACTOR; INDEMNIFICATION AND INSURANCE; DATA PRACTICES; RECORDS AVAILABILITY/ACCESS; DEFAULT AND CANCELLATION; PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

13. CONTRACT ADMINISTRATION

To coordinate the services of CONTRACTOR with the activities of the DBB and accomplish the purposes of this Agreement, the chair of the DBB Executive Committee, or successor, shall manage this Agreement on behalf of the DBB (“Contract Manager on behalf of DBB”) and serve as liaison between the DBB and CONTRACTOR.

\_\_\_\_\_ shall manage the Agreement on behalf of the CONTRACTOR (“Contract Manager on behalf of CONTRACTOR”). CONTRACTOR may not replace such person except upon written notice to the DBB of the name, phone number and fax number (if available) of such proposed substitute person and of any other proposed subsequent substitute person.

14. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- A. CONTRACTOR shall comply with all applicable federal, state and local statutes, regulations, rules and ordinances currently in force or later enacted.
- B. If the source or partial source of funds for payment of services under this Agreement is federal, state or other grant monies, CONTRACTOR shall comply with all applicable conditions of the specific referenced or attached grant.
- C. CONTRACTOR certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result of debarment or suspension proceedings.

15. SUBCONTRACTOR PAYMENT

CONTRACTOR shall pay any subcontractor within ten (10) days of CONTRACTOR's receipt of payment from the DBB for undisputed services provided by the subcontractor. CONTRACTOR shall pay interest of one and 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, CONTRACTOR shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including any attorney's fees, incurred in bringing the action.

16. NOTICES

Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to the DBB shall be sent to the Chair of the DBB with a copy to the DBB's Contract Manager identified in Section 13. Notice to CONTRACTOR shall be sent to the address of the DBB's Contract Manager identified in Section 13 or to the address stated in CONTRACTOR's Form W-9 provided to the DBB.

17. CONFLICT OF INTEREST

CONTRACTOR affirms that to the best of CONTRACTOR's knowledge, CONTRACTOR's involvement in this Agreement does not result in a conflict of interest with any party or entity, which may be affected by the terms of this Agreement. The

CONTRACTOR agrees that, should any conflict or potential conflict of interest become known to CONTRACTOR, CONTRACTOR will immediately notify the DBB of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the DBB whether CONTRACTOR will or will not resign from the other engagement or representation.

18. PROMOTIONAL LITERATURE

CONTRACTOR agrees that the terms "Dakota Broadband Board" or any derivative shall not be utilized in any promotional literature, advertisements of any type or form or client lists without the express prior written consent of the DBB.

19. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Dakota, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

20. OPTION TO EXTEND

The DBB, at its option, may extend this Agreement for up to an additional six month term, by providing written notice to the CONTRACTOR. Upon such notification, CONTRACTOR shall immediately notify the DBB of any changes in its payment schedule or rates. The parties shall thereafter negotiate in good faith with respect to changes, if any, in CONTRACTOR'S payment schedules or rates. If the parties are unable to reach agreement on changes to CONTRACTOR'S payment schedule or rates, the DBB, at any time, may withdraw its election to exercise this option to extend and this Agreement shall terminate on May 31, 2019, and except as otherwise provided herein; be of no further force or effect. Any agreement to extend this Agreement shall only be effective by Amendment to this Agreement as provided in Section 11 B hereof.

**DAKOTA BROADBAND BOARD AUTHORIZATION**

**DAKOTA BROADBAND BOARD**

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

Printed Name: George Tourville

Printed Title: Chair of Its Board

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

**CONTRACTOR**

CONTRACTOR Warrants that the person who executed this Agreement is authorized to do so on behalf of the CONTRACTOR as required by applicable articles; bylaws) resolutions or ordinances.\*

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

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

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

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

\*CONTRACTOR shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CONTRACTOR returns the Agreement to the DBB. Documentation is not required for a sole proprietorship.

**Exhibit A**  
**Rates and Conditions**

Eler & Associates staff	Hourly Rate
Principal – Senior Technology Consultant	\$160
Consultant – Administrative Assistant	\$95

## **Exhibit B**

### **DBB Interim Executive Director Scope of Services**

#### **A. Board Administration**

1. Develop agendas and background materials for regular Board meetings, special Board meetings and Board workshops.
  - Assume one Board meeting each month.
2. Develop agendas for regular Executive Committee meetings, special Committee meetings and Committee workshops.
  - Assume two Committee meetings each month.
3. Coordinate meeting schedules and publication of meeting notices.
4. Coordinate creation, retention and publication of meeting minutes.
5. Respond to Board and Executive Committee requests for information.
6. Provide general administrative services to the Board and Executive Committee as needed.
7. Draft policy documents in coordination with the Board and Executive Committee.
8. Coordinate development of work plans/strategic planning with the network engineer.

#### **B. Finance Administration**

1. Coordinate development of the draft annual administration budget.
2. Coordinate development of the draft capital expenditures budget.
3. Coordinate development of budget reports with the financial services agent.
4. Periodically review expenditures and prepare summary for Board and Executive Committee.
5. Route accounts payable and accounts receivable to financial services agent.
6. Assist financial services agent in preparation of the annual financial review/audit.
7. Provide the auditor with any information needed.
8. Estimate DBB operations and capital cash flow needs and invoice members in accordance with JPA in coordination with the financial services agent.

**C. Operations Administration**

1. Maintain system to track documents created and received by the DBB.
2. Coordinate procurement of any needed professional services.
3. Coordinate procurement of any needed labor, equipment and materials with the network operator and JPA members.
4. Oversee the work of the network operator and any other DBB contractors and report as needed.
5. Coordinate development of contractor solicitation process with legal counsel and JPA members.
6. Negotiate and prepare contracts in coordination with legal counsel and Executive Committee.
7. Coordinate negotiation and execution of indefeasible rights to use (IRU) agreements and assignment of IRU agreements with legal counsel and JPA members as needed.
8. Assist JPA members in C-Net outreach activities.
9. Oversee initiation of I-Net operations by DBB
10. Coordinate I-Net Gap Project activities with network engineer and JPA members. (Intent is the implementing entities are responsible actual design and solicitation process but the interim executive director will coordinate and have oversight and serve as the main DBB contact.)

**D. Additional Tasks (start date to be determined)**

1. Coordinate C-Net Gap Project activities with network operator and JPA members. (Intent is the implementing entities are responsible actual design and solicitation process but the interim executive director will coordinate and have oversight and serve as the main DBB contact.)

**E. Additional Tasks (estimated start date December 1, 2018)**

1. Oversee Initial Planning for C-Net Operations including build out and business development
  - a. Coordinate with Board and Executive Committee to establish rates and rules.
  - b. Respond to early inquiries from potential C-Net ISP's
  - c. Work with JPA members on initial planning for implementation
  - d. Coordinate with economic development directors and JPA members' officials

2. Recruitment of Permanent Executive Director

- a. Assist the Executive Committee to prepare the executive director job description and scope of duties and responsibilities.
- b. Assist Board, Executive Committee and any outside consultants or agencies on the hiring process.

## Exhibit C

### Minnesota Statutes Section 471.425 Prompt Payment Of Local Government Bills.

Subdivision 1. Definitions. For the purposes of this section, the following terms have the meanings here given them.

(a) "Contract" means any written legal document or documents signed by both parties in which the terms and conditions of any interest or other penalty for late payments are clearly stated.

(b) "Date of receipt" means the completed delivery of the goods or services or the satisfactory installation, assembly or specified portion thereof, or the receipt of the invoice for the delivery of the goods or services, whichever is later.

(c) "Governing board" means the elected or appointed board of the municipality and includes, but is not limited to, city councils, town boards and county boards.

(d) "Municipality" means any home rule charter or statutory city, county, town, school district, political subdivision or agency of local government. "Municipality" means the Metropolitan Council or any board or agency created under chapter 473.

Subd. 2. Payment required. A municipality must pay each vendor obligation according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the municipality in good faith disputes the obligation. Standard payment period is defined as follows:

(a) For municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.

(b) For municipalities whose governing boards do not regularly meet at least once a month, the standard payment period is defined as 45 days after receipt of the goods or services or the invoice for the goods or services, whichever is later.

(c) For joint powers organizations organized under section 471.59, the standard payment period is within 45 days of the date of receipt.

Subd. 3. Invoice errors. If an invoice is incorrect, defective or otherwise improper, the municipality must notify the vendor within ten days of the date of receipt. Upon receiving a corrected invoice from the vendor, the municipality must pay the obligation within the standard payment period defined in subdivision 2.

Subd. 4. Payment of interest on late payments required.

(a) Except otherwise provided in this section, a municipality shall calculate and pay interest to a vendor if the municipality has not paid the obligation according to the terms of the contract or, if no contract terms apply, within the standard payment period as defined in subdivision 2. The standard payment period for a negotiated contract or agreement between a vendor and a municipality which requires an audit by the

municipality before acceptance and payment of the vendor's invoice shall not be begun until the completion of the audit by the municipality.

(b) The rate of interest calculated and paid by the municipality on the outstanding balance of the obligation not paid according to the terms of the contract or during the standard payment period shall be 1-1/2 percent per month or part of a month.

(c) No interest penalties may accrue against a purchaser who delays payment of a vendor obligation due to a good faith dispute with the vendor regarding the fitness of the product or service, contract compliance, or any defect, error or omission related thereto. If such delay undertaken by the municipality is not in good faith, the vendor may recover costs and attorney's fees.

(d) The minimum monthly interest penalty payment that a municipality shall calculate and pay a vendor for the unpaid balance for any one overdue bill of \$100 or more is \$10. For unpaid balances of less than \$100, the municipality shall calculate and pay the actual interest penalty due the vendor.

Subd. 4a. Prompt payment to subcontractors. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

Subd. 5. Applicability. This section applies to all goods, leases and rents, and contracts for services, construction, repair and remodeling. Purchases from or contracts for service with a public utility as defined in section 216B.02 or a telephone company as defined in section 237.01 that has on file with the public utilities commission an approved practice regarding late fees are not subject to this section.

## ***Attachment C***

### **Dakota Broadband Executive Committee Meeting Minutes**

**1:00 PM Monday May 24, 2018**

1. The meeting was called to order at 1:10 PM by chairman Cheryl Jacobson.

Members / Alternates in attendance – Charles Grawe – Apple Valley, Tom Venables – Burnsville, Jean Erickson – Dakota County, Alan Nordquist - Hastings, Cheryl Jacobson – Mendota Heights, and Marc Gade – West St. Paul

Also Present – Jay Stassen – Dakota County Attorney, Jean Erickson- Dakota County, Dan Cater – Dakota County, Amanda Duerr – Charter Communications, Amy Roberts – Comcast and Craig Ebeling – consultant for the CDA

2. Approval of Minutes for May 3, 2018 Meeting - Motion by Dykes, second by Nordquist to approve the meeting notes as submitted. Motion carried.
3. Discuss Implementation Plans - Ebeling briefly reviewed the information in the packet. Two approaches have been contemplated: Plan A - utilizing LOGIS for capital improvements implementation and as the Network Manager, and Plan B – utilizing implementing entities that are directly contracted with the DBB. The focus to date has been on Plan A working with LOGIS to arrive at a proposed scope of work and proposed compensation for that scope. There have been some helpful discussions but because of their May work load LOGIS was not able to have their work scope / proposal document prepared for this meeting.

Ebeling also touched on the planning for administrative support for the Committee and the Board. Item #4 presents information regarding possible vendors for Interim Executive Director services. He also advised that Farmington has expressed a willingness to serve as the Administrative Agent (to employ and house an Executive Director and support staff) when the timing is right for that action.

Discussion followed concerning how soon LOGIS will have the proposal ready and if there is a need to implement Plan B. There was a consensus that Plan A is a very viable approach and that LOGIS is a reliable partner. They have pledged to work on the proposal in earnest when June arrives. Also, concurrent development of Plan B would be difficult. Motion by Venables, second by Dykes to update the Board on the ongoing work and to recommend that Plan A be pursued as the first option. Motion carried.

4. Review Proposals for Interim Executive Director Services – Ebeling briefly presented the two written proposals for service that have been received to date - Elert and Associates and Lookout Point Communications. He also noted that he contacted JoAnne Johnson of Broadband Solutions regarding a proposal but they were unable to propose. Jacobsen and Dykes also reported on companies that they sought out including Ewald Consulting, that considered a response but

ultimately determined to not respond. Discussion on the relative merits of the proposals followed. Motion by Gade with a second by Vetter to recommend the acceptance of the proposal from Elert and Associates and to further recommended to the Board that member payments be invoiced in total amounts equal to 50% of the operations and maintenance estimates listed in the System Plan, payable in three equal installments due on July 1, 2018, September 15, 2018 and December 1, 2018. Motion carried. The Committee also determined to meet with Elert and Associates on May 31, 2018 at the offices of the Dakota County Community Development Agency to discuss details of the proposal and to get to know the proposed client contact person.

5. Establish Next Meeting Date – The Committee determined to meet next at 3:30 PM on Thursday, May 31, 2018 at the CDA offices.

Motion to adjourn by Dykes with a second by Harmening at 4:20 PM. Motion carried

## ***Attachment C***

### Dakota Broadband Executive Committee Meeting Minutes 3:00 PM Thursday, May 31, 2018

#### **1. Call to Order**

The meeting was called to order at 3:00 PM by chairman Cheryl Jacobson.

Members / Alternates in attendance – Charles Grawe (Alternate) – Apple Valley, Tom Venables – Burnsville, Matt Smith – Dakota County, Maggie Dykes – Dakota County Community Development Agency (CDA), Cory Harmening – Farmington, Alan Nordquist - Hastings, Patrick Mylan – Inver Grove Heights, Cheryl Jacobson – Mendota Heights, Ian Hardie – South St. Paul, Ralph Vetter – Lakeville

Also Present – Jay Stassen – Dakota County Attorney, Jean Erickson- Dakota County, Peter Skwira – Dakota County, Dan Cater – Dakota County, Amanda Duerr – Charter Communications, and Amy Roberts – Comcast.

#### **2. Approval of the Minutes of the May 24, 2018 Meeting**

Motion and second to approve the meeting minutes as submitted. Motion carried.

#### **3. Discussion with Elert and Associates Regarding Proposal for Interim Executive Director Services**

Chair Jacobson introduced Wendy Chretien of Elert & Associates. Ms. Chretien reviewed her background and credentials as listed on her resume that was included in the meeting agenda packet. The Committee asked questions of Ms. Chretien regarding capacity, flexibility, availability and familiarity with the DBB joint powers agreement framework. Ms. Chretien explained she has worked with joint powers organizations in the past, including LOGIS, and has previously advised a consortium of counties on broadband issues. Ms. Chretien stated that Elert has staff available to assist her with preparation of meeting agendas, minutes and similar administrative tasks. Ms. Chretien also said Elert is willing to consider a “cost not to exceed” provision in the contract, although challenging to do on an annual basis, and would be flexible regarding the specific work tasks. In response to questions about the purchase of Elert & Associates by True North, Ms. Chretien explained that this was a friendly acquisition and the intent is to maintain Elert’s office in Stillwater, Minnesota. The discussion with Ms. Chretien lasted approximately 45 minutes. The Committee thanked Ms. Chretien for her time and the interview ended.

The Committee determined at least one additional working session is needed to solidify the the terms of the agreement and scope of services for the Interim Executive Director. Those available for a working session agreed to meet on Monday, June 4<sup>th</sup> and the Committee also scheduled an additional full committee meeting on June 8<sup>th</sup> to finalize a recommendation on the action the DBB Board should take its meeting on June 13<sup>th</sup>.

**4. Establish Next Meeting Date**

The working session was set for June 4, 2018 at 1 p.m. at the Apple Valley Municipal Center in the Regent Room. The next Executive Committee meeting was set for Friday, June 8, 2018 at 2:00 p.m. at the Apple Valley City Hall.

**5. Other Business**

No other business was discussed.

**6. Adjournment**

The Meeting adjourned at 4:30 p.m.

## ***Attachment C***

### **Dakota Broadband Executive Committee Meeting Minutes**

**2:00 PM Monday June 8, 2018**

#### **Apple Valley City Hall**

1. The meeting was called to order at 2:07 PM by chairman Cheryl Jacobson.

Members / Alternates in attendance – Tom Lawell – Apple Valley, Tom Venables – Burnsville, Matt Smith – Dakota County, Maggie Dykes – Dakota County Community Development Agency (CDA), Cory Harmening – Farmington, Alan Nordquist - Hastings, Ralph Vetter – Lakeville, Cheryl Jacobson – Mendota Heights, Ian Hardie – South St. Paul and Marc Gade – West St. Paul

Also Present – Jay Stassen – Dakota County Attorney, Jean Erickson- Dakota County, Amanda Duerr – Charter Communications, Amy Roberts – Comcast and Craig Ebeling – consultant for the CDA

2. Approval of Minutes for May 31, 2018 Meeting - An error in the last sentence in the minutes as submitted was noted – the location for today’s meeting should be shown as Apple Valley instead of the CDA Offices, Motion by Venables, second by Dykes to approve the minutes as amended. Motion carried.
3. Approval of the Minutes of June 4, 2018 – Craig Ebeling and Jay Stassen reviewed the discussion between those members of the Executive Committee who attended the interim executive director contract working session on June 4. This resulted in the draft contract in the packet to be reviewed by the full Executive Committee today. Attorney Stassen advises that this was not a formal Committee meeting but was instead a work-session with no actions being taken. He suggests that the Committee review these as meeting notes and simply move to receive the notes. Motion by Dykes, second by Smith to receive the meeting notes.
4. Discussion Regarding Agreement for Interim Executive Director Services –Ebeling advised that Attorney Stassen has prepared the draft document included in the agenda packet reflecting the proposal from Elert and subsequent work done by the Committee. Two options were submitted for review – Option A with a term of six months and Option B with a term of twelve months. He also noted that the actual term of the agreement could be changed because the parties each have a thirty-day termination clause. Discussion followed regarding what is best term for the DBB. Some members were in favor of a twelve-month term to the interim contract. Ebeling explained the background to the concept of a ten-month contract term – this was the original concept and that \$150,000 cost as proposed by Elert was based upon a ten-month term. Elert is however in agreement with either Option A or Option B. Ebeling also noted that all of Elert’s work is hourly with a contract maximum amount. Erickson noted that this was not intended to be a long-term contract. Members discussed how many months are required for the DBB Board or Executive Committee to understand the full extent of the tasks and duties that an Executive Director must perform for the DBB. Members questioned whether there should be any overlap of the Interim Executive Director contract and having the new Executive Director hired and working. There will be some transition and we should plan for some overlap. Members can

propose a 2019 budget that accommodates that need for some overlap. Motion by Harmening with a second by Hardie to recommend that the Board approve the contract with Elert for interim executive director services with Option B (twelve-month initial term) and a start date of July 1, 2018. Motion carried.

5. Gade and Venables gave an update regarding today's meeting at the LOGIS offices. Based on what they heard today and past communications coming from LOGIS representatives they believe that a proposal should be received by the DBB within the next week. The LOGIS proposal is drafted and Executive Director Mike Garris is reviewing it now. More discussion followed about the need to process the proposal from LOGIS as expeditiously as possible, even if this involves calling special meetings. There may be a need for special meetings of the Executive Committee and the DBB Board to discuss the LOGIS proposal and begin working on a contract for network operator services. There is a need for DBB to join LOGIS as a member. The DBB needs to vote to join LOGIS before LOGIS will consider approving DBB membership. The next LOGIS board meeting is June 28. There is an Executive Committee meeting scheduled for June 21, but that may be too much delay to obtain DBB Board approval of the contract and a resolution to join LOGIS. Tom Venables reported that the two Burnsville – County I-Net gap projects were recently completed.
6. Establish Next Meeting Date – Based on previous planning and the above discussions the Committee determined to meet next on Friday June 15, 2018 at the Apple Valley City Hall and then to meet again at 3:00 PM on June 21 at the CDA offices in Eagan.

Motion to adjourn by Dykes with a second by Hardie at 2:46 PM. Motion carried