



Board of County Commissioners Agenda Request

21

Agenda Item #

Requested Meeting Date: June 25, 2019

Title of Item: License Center

- ☐ REGULAR AGENDA
☒ CONSENT AGENDA
☐ INFORMATION ONLY

Action Requested:

- ☐ Approve/Deny Motion
☒ Adopt Resolution (attach draft)

- ☐ Direction Requested
☐ Discussion Item
☐ Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by:

Kirk Peysar

Department:

Auditor

Presenter (Name and Title):

Kirk Peysar

Estimated Time Needed:

n/a

Summary of Issue:

Legislation was passed to reimburse Deputy Registrars (license centers) for the additional costs incurred during the implementation of MNLARS. The amount to be reimbursed is based on transaction counts and is determined to be \$45,503.28.

The legislation requires acceptance of the determined amount, authorization of board chairperson's, board clerk's, and county auditor/deputy registrar's signatures to the grant agreement, along with a liability release from future claims.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Authorize acceptance of grant and signatures to agreements

Financial Impact:

Is there a cost associated with this request?

☐ Yes

☒ No

What is the total cost, with tax and shipping? \$

Is this budgeted?

☐ Yes

☒ No

Please Explain:

paid for by MCIT insurance loss funds

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED June 25, 2019

By Commissioner: xx

20190625-0xx

Aitkin County License Center

BE IT RESOLVED, the Aitkin County License Center (Deputy Registrar 83) operating at 22^d Street NW, Aitkin, MN 56431 incurred additional costs with the implementation of MNLARS.

BE IT RESOLVED, the 2019 Minnesota Legislature passed legislation to reimburse Deputy Registrars for those costs incurred.

BE IT RESOLVED, the amount of reimbursement to the Aitkin County License Center is determined to be \$45,503.28 based on the established formula in legislation.

BE IT RESOLVED, legislation requires the acceptance of release of liability from future MNLARS claims.

THEREFORE BE IT RESOLVED, the Aitkin County Board of Commissioners accepts the grant amount and authorizes the following signatures to the grant agreement, board chairperson and board clerk. And further authorizes the signature of the county auditor/deputy registrar 83 to the liability release.

Commissioner xx moved for adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting Yes

STATE OF MINNESOTA}
COUNTY OF AITKIN}

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 25th day of June, 2019 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 25th day of June, 2019

Jessica Seibert
County Administrator

Liability Release

This agreement is made and entered into by and between

Aitkin County License Center ^{Station #601}
^{Deputy} #083 Kirk Peysar
(Deputy Registrar Appointee Printed Full Name "Deputy Registrar") Deputy Registrar

and The Minnesota Department of Public Safety, the State of Minnesota, or any other past or present parents, agents, assigns, representatives, officers, or employees (collectively "The State"). The parties enter into this agreement pursuant to the reimbursement grant authorized by Minnesota Session Laws 2019 1st Special Session, Chapter 3, Article 1, Section 6 & Article 2, Section 36. Therefore in consideration of the foregoing recitals, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The parties wish to settle all of their differences without further costs to any of them.
2. The parties have agreed to a complete settlement of all of the disputes existing between them.
3. It is expressly understood and agreed as a condition hereof that this Agreement shall not constitute nor be construed to be an admission of any wrongdoing or liability on the part of The State.
4. The creation or payment of reimbursement grants under this section is not: (1) an admission of liability or wrongdoing by the state or its employees for any act or omission arising from the development and deployment of MNLARS; and (2) admissible in a judicial or administrative proceeding to establish liability or a legal duty.
5. In consideration for the payment described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Deputy Registrar, for themselves and all heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges Department of Public Safety and the State of Minnesota, and all respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities, from each and every legal claim or demand of any kind that Deputy Registrar ever had or might now have, whether or not any such claim is known to them. This release specifically includes, without limitation, any and all claims currently made or which could have been made.
6. Deputy Registrar fully understands that this is a full, final and complete release of all claims against The State, including, but not limited to, all claims under 42 U.S.C. § 1983, the Americans with Disabilities Act, the Federal Rehabilitation Act, the Minnesota Government Data Practices Act, the Minnesota Human Rights Act, and any other local, state or federal laws, rules, regulations, ordinances or executive orders relating to illegal discrimination or tort. Deputy Registrar also understands that they are releasing all claims, including but not limited to, all claims based upon all claims for penalties, all claims for attorneys' fees, costs and disbursements incurred by Deputy Registrar or any of their attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for liquidated damages, all

claims for fraud or misrepresentation, all claims that include the development and deployment of MNLARS.

7. This Agreement does not waive or release any rights or claims of any kind that Deputy Registrar may have which arise after they sign this Agreement, or which arise out of acts occurring after they sign this Agreement.

8. The parties understand that the release of information by The State about this matter is governed by Minn. Stat. § 13.01, et seq. (Minnesota Government Data Practices Act") and Minn. Stat. § 15.17, et seq. ("Official Records Act"). The parties agree that the specific reasons that this dispute is being settled are: (1) to avoid any and all further costs of litigation for all parties; and (2) to avoid any and all further risks of litigation for all parties. The parties agree that the statement of specific reasons in this paragraph for settling this dispute complies with the requirements of Minn. Stat. § 13.43, subd. 2(a)(6).

9. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota. Any action to enforce this Agreement shall be adjudicated in the state courts of Minnesota.

10. The Deputy Registrar agrees that they have read this Agreement, knows its contents and has signed it as a free and voluntary act having had adequate opportunity to consider its terms and conditions.

Signature of the Deputy Registrar Appointee

Date Signed _____

Subscribed and sworn before me this _____, day of _____,
My Commission expires ____ / ____ / ____

Notary Public Signature

Notary Stamp or Seal
(Optional)

Signature of the State Agency

Date Signed _____



Minnesota Department of Public Safety ("State") Driver and Vehicle Services 445 Minnesota Street, Suite 195 St. Paul, MN 55101	Grant Program: MN Session Laws- 2019 1 st Special Session, Chapter 3, Article 1, Section 6 & Article 2, Section 36
Grantee (Fill in information - Print): Organization Name: Aitkin County License Center Deputy Registrar Name: Kirk Peysar Deputy Registrar Address: 2 2nd Street NW Aitkin, MN 56431 Remittance Address: 209 2nd Street NW #202 Aitkin, MN 56431 Tax Identification Number: 41-6005749 Phone: 218-927-7354	Grant Agreement Term: Effective Date: 6/01/2019 Expiration Date: 7/31/2019
State's Authorized Representative: Jeffrey Schmitz, Jeffrey.schmitz@state.mn.us , 651-201-7584	Grant Agreement Amount: \$45,503.28 Deputy Registrar No.: 083

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 5 and 7. Once this grant agreement is fully executed, the Grantee will receive reimbursement pursuant to the Payment clause of this grant agreement. Per MN Session Laws- 2019 1st Special Session, Chapter 3, Article 1, Section 6 & Article 2, Section 36.

The Grantee Agrees to:

Comply with all requirements in the request and release agreement. Per MN Session Laws- 2019 1st Special Session, Chapter 3, Article 1, Section 6 & Article 2, Section 36.

Payment:

The State will disburse the reimbursement within 30 days of the request and release agreement being returned. No later than July 31, 2019. Per MN Session Laws- 2019 1st Special Session, Chapter 3, Article 1, Section 6 & Article 2, Section 36.

1. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

2. STATE AGENCY

Signed: _____

Title: _____

Date: _____