



## **AGENDA**

### ***PINE COUNTY BOARD OF COMMISSIONERS REGULAR MEETING***

District 1	Commissioner Hallan
District 2	Commissioner Mohr
District 3	Commissioner Lovgren
District 4	Commissioner Waldhalm
District 5	Commissioner Ludwig

**Tuesday, January 17, 2023, 10:00 a.m.**

**North Pine Government Center**

**1602 Hwy 23 No.**

**Sandstone, Minnesota**

#### **Notice of Participation via Interactive Technology**

Pine County Commissioner JJ Waldhalm will be attending the Pine County Board of Commissioners Regular and Organizational Meeting on Tuesday, January 17, 2023 at 10:00 a.m. via interactive technology, pursuant to Minnesota Statute 13D.02.

- Commissioner Waldhalm will be seen and heard at the meeting via electronic means and will participate from 904 Calle Cruz Roja, Barrio Obrerro, Arecibo PR, a location open and accessible to the public.

*The public is invited to join the meeting in person or remotely: by phone call 1-312-626-6799 (access code): 913 8246 1935, (password): 5911400. Click the link on the county website ([www.co.pine.mn.us](http://www.co.pine.mn.us)) for more information and to watch a live stream broadcast of the meeting.*

- A) Call meeting to order
- B) Pledge of Allegiance
- C) Public Forum. Members of the public are invited to speak. After being recognized by the Chair, each speaker should state his/her name and limit comments to three (3) minutes.
- D) Adopt Agenda
- E) Approve Minutes of January 3, 2023 Organizational and Regular County Board Meeting and Summary for publication.
- F) Minutes of Boards, Committees and Correspondence  
None.
- G) Approve Consent Items

## **CONSENT AGENDA**

The consent agenda is voted on without any discussion. Any commissioner may request an item be removed and added to the regular agenda.

1. **Review December, 2022 Cash Balance (attached)**

<b>Fund</b>	<b>December 31, 2021</b>	<b>December 31, 2022</b>	<b>Increase/Decrease</b>
General Fund	7,845,483	7,156,271	(689,212)
Health and Human Services Fund	2,746,208	3,345,604	599,396
Road and Bridge Fund	1,177,957	1,475,063	297,106
Opioid Settlement	--	246,252	246,252
COVID Relief	2,550,242	4,111,075	1,560,832
Land	2,414,449	2,802,078	387,629
Self Insurance	554,150	243,715	(310,435)
TOTAL (inc non-major funds)	21,070,995	23,465,873	2,394,878

2. **December 2022 Disbursements/Claims Over \$2,000 (attached)**

Consider approval of the December 2022 disbursements including the individual listing of claims over \$2,000 and 552 claims under \$2,000 or not needing approval totaling \$590,749.70.

3. **Applications**

Consider approval of the following applications:

- A. 2023 Waste Hauler License: Waste Management of Minnesota Incorporated.

4. **Pine County Commissioners' Expense Claim Forms**

Review and consider approval of commissioner expense claim form.

5. **Donations**

Consider acceptance of the following donations:

- A. \$200 donation from Three Twenty Brewing Co. designated to Pine County's Project Lifesaver Program.
- B. \$80 donation from Three Twenty Brewing Co. designated to the PCSO Toy Drive.
- C. \$280 donations from anonymous sources designated to the PCSO Toy Drive.
- D. Two \$1,250 donations, totaling \$2,500, from the Thorvig Family designated to the Pine County Sheriff's office Chaplain Program.

6. **Contracts**

Consider approval of the following contracts and authorize Board Chair and County Administrator to sign:

- A. Wellness in the Woods: Provides contracted peer support specialist services. Contract is for a one-year term, January 1 – December 31, 2023. Services will cost no more than \$24,000 in 2023. HHS will receive reimbursement for these services from the Region 7E Adult Mental Health Initiative as part of the region's Moose Lake Allocation.
- B. Joint Powers Agreement Between Pine County Sheriff and Attorney and the Bureau of Criminal Apprehension / Criminal Justice Data Communications Network (CJDN)  
Consider approval of Resolution 2023-02 approving the Joint Powers Agreement between the Pine County Sheriff and Pine County Attorney with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension for use of the State's Criminal Justice Data Communications Network (CJDN). The JPA will allow the BCA to provide access to the Minnesota Criminal Justice Data Communication Network. This is a five year renewal.

7. **Technical Representative to the Kettle and Upper St. Croix 1W1P**

Consider appointment of Land and Resources Manager Caleb Anderson as Pine County's technical representative to the Kettle and Upper St. Croix One Watershed One Plan (1W1P).

8. **New Hire**

Consider approval of the hiring of the following:

- A. Full-time Deputy Sheriff Samuel McGregor, effective January 30, 2023, \$27.19 per hour, Grade 10, Step 1.
- B. Full-time Clerk III Brenda Belland, effective January 30, 2023, \$18.60 per hour, Grade 4, Step 1, contingent upon successful background check.

**REGULAR AGENDA**

1. **Personnel Committee Report** (Minutes attached)

The Personnel Committee met on January 9, 2023. The Personnel Committee made the following recommendations:

A. **Health & Human Services**

- i. Acknowledge the resignation of Eligibility Worker Andrea Norberg, effective December 16, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

B. **Sheriff's Office**

- i. Acknowledge the resignation of Deputy Sheriff Troy Griffith, effective January 14, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

C. **Sheriff's Office-Dispatch**

- i. Acknowledge the resignation of part-time probationary Dispatcher Joshua Gusk, effective December 15, 2022, and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- ii. Acknowledge the resignation of full-time probationary Dispatcher Tanya Kessler, effective January 3, 2023, and request backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

D. **Sheriff's Office – Jail**

- i. Ratify the termination of part-time, probationary Corrections Officer Tyler Kehn, effective November 9, 2022, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.
- ii. Acknowledge the resignation of Corrections Officer Kyle Miller, effective January 12, 2023, and approve backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer.

Other items for information only.

2. **Pay Equity Report**

Consider approval of the 2022 pay Equity Report.

3. **County Veterans Service Officer**

Consider appointment of Mindy Sandell as County Veterans Services Officer for a second four-year term, effective February 5, 2023.

**4. Pine County Residential Recycling Contract**

Consider Contract with Cloquet Riverside Recycling for the collection of residential recycling at the county drop off sites February 1, 2023 through December 31, 2027. The contract provides an option to eliminate the Bruno site for a reduction of \$33,600. The contract is within the 2023 budget if executed without the Bruno site, and \$31,881 over budget if executed with the Bruno site.

**5. Hometown Fiber – Professional Services Proposal**

Consider approval to authorize County Administrator David Minke to execute a service agreement with Hometown Fiber for construction administration services for the Small Cities Development Program - Corona Virus (SCDP-CV) funded project. The fee for construction administration is 5% of the total project cost estimated at \$139,386.70 based on a project cost of \$2,787,734.

**6. Letter of Support - 4-Lane Feasibility Study/Trunk Highway 23 Foley to Mora**

Consider letter of support to MnDOT District 3 in support for a 4-Lane Feasibility Study of Trunk Highway 23 from Foley to Mora. Authorize Chair to sign letter of support.

**7. 2022 4<sup>th</sup> Quarter Budget Update**

**8. Commissioner Updates**

East Central Solid Waste Commissioner  
East Central Regional Library  
State of the Band Address – Mille Lacs Band of Ojibwe  
Blue Zone Meeting  
Soil & Water Conservation District  
State Community Health Services Advisory Committee  
Chemical Health Coalition  
Other

**9. Other**

**10. Upcoming Meetings (Subject to Change) – Contact the hosting organization to confirm meeting time and location.**

- a. Pine County Board Meeting, Tuesday, January 17, 2023, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota
- b. Arrowhead Counties Association, Wednesday, January 18, 2023, 6:00 p.m., Comfort Suites, Canal Park, Duluth
- c. Greater Minnesota Parks & Trails-Legislative Update, Friday, January 20, 2023, 2:00 p.m., virtual
- d. Snake River Watershed Management Board & Snake River 1W1P Policy, Monday, January 23, 2023, 9:00 a.m., Kanabec County Courthouse, 317 Maple Avenue E, Mora, Minnesota
- e. Lakes & Pines Community Action Council Full Board, Monday, January 23, 2023, 10:00 a.m., 1700 Maple Avenue E, Mora, Minnesota
- f. Lower St. Croix Watershed Partnership, Monday, January 23, 2023, 4:00 p.m., Wyoming Area Library, Wyoming, Minnesota
- g. Technology Committee, Tuesday, January 24, 2023, 9:00 a.m., Commissioner Conference Room, Courthouse, Pine City, Minnesota
- h. NLX, Wednesday, January 25, 2023, 10:00 a.m.
- i. Pine County Housing and Redevelopment Authority / Economic Development Authority, Wednesday, January 25, 2023, 1:00 p.m., North Pine Government Center, 1602 Hwy 23 No., Sandstone, Minnesota

- j. Pine County Education Leadership Network, Wednesday, January 25, 2023, 6:00 p.m., Willow River Schools, Willow River, Minnesota
- k. Northeast Minnesota Emergency Communications Board / Radio Advisory Committee, Thursday, January 26, 2023, 10:00 a.m., face-to-face meeting, Public Safety Building, 2030 No. Arlington Ave., Duluth
- l. Facilities Committee, Wednesday, February 1, 2023, 9:00 a.m., Commissioner Conference Room, Courthouse, Pine City, Minnesota
- m. East Central Regional Juvenile Center, Thursday, February 2, 2023, 12:30 p.m., Lino Lakes, Minnesota
- n. Pine County Board Meeting, Tuesday, February 7, 2023, 10:00 a.m., Board Room, Courthouse, Pine City, Minnesota

**11. Adjourn**

**PINE COUNTY BOARD MEETING**  
**Minutes of Organizational and Regular Meeting**  
**Tuesday, January 3, 2023, 10:00 a.m.**  
**Board Room, Courthouse, Pine City, Minnesota**

County Administrator David Minke called the meeting to order at 10:00 a.m.

Present at the commencement of the meeting were Commissioners Steve Hallan, Josh Mohr, Terry Lovgren and Matt Ludwig. Also present were County Administrator David Minke and County Attorney Reese Frederickson.

Commissioner J.J. Waldhalm joined the meeting at 10:05 a.m. via interactive technology due to an out-of-town commitment, pursuant to Minnesota Statute 13D.02. Commissioner Waldhalm was seen and heard at the meeting via electronic means, at a location open and accessible to the public, and participated from 904 Calle Cruz Roja, Barrio Obrero, Arecibo PR.

The public was invited to join the meeting remotely by phone, Zoom, or watch via live stream on YouTube.

The Pledge of Allegiance was said.

County Administrator Minke called for nominations for County Board Chair.

Commissioner Mohr nominated Commissioner Hallan as County Board Chair. With no further nominations, a unanimous white ballot was cast to elect Commissioner Hallan as Chair. Motion carried 4-0.

Commissioner Ludwig nominated Commissioner Lovgren as Vice Chair of the County Board. With no further nominations, a unanimous white ballot was cast to elect Commissioner Lovgren as Vice-Chair. Motion carried 4-0.

Chair Hallan called for public comment. There was no public comment.

Chair Hallan requested the following revision to the agenda:

Added to Agenda Item I: Minutes of Boards, Committees and Correspondence:

December 28, 2022 Unapproved Minutes of the Pine County Housing & Redevelopment  
Authority – Economic Development Authority

**Motion** by Commissioner Ludwig to adopt the amended Agenda. Second by Commissioner Mohr. Motion carried 4-0.

Commissioner Waldhalm electronically joined the meeting at 10:05 a.m.

## 2023 Committee Assignments and Other Appointments

<b>2023 Board and Committee Appointments</b>		
<b>OUTSIDE BOARDS AND COMMITTEES</b> <i>County Board Appointment</i>	<b>2023 Representative</b>	<b>2023 Alternate</b>
AMC Committee – Environment & Natural Resources	Waldhalm	
AMC Committee – General Government	Mohr	
AMC Committee – Health & Human Services	Lovgren	
AMC Committee – Public Safety Policy Committee	Ludwig	
AMC Committee – Transportation & Infrastructure	Hallan	
AMC Committee – Indian Affairs Advisory Council	Hallan	Lovgren
AMC Delegate Appointments (county is authorized 1 delegate for each commissioner and three additional delegates)	Hallan, Mohr, Lovgren, Waldhalm, Ludwig, LeBrun, Foss, Minke	
1W1P Policy Committee – Kettle River & Upper St. Croix	Ludwig	Waldhalm
1W1P Policy Committee – Lower St. Croix	Hallan	Mohr
1W1P Policy Committee – Nemadji	Ludwig	Waldhalm
1W1P Policy Committee - Snake River	Lovgren	Mohr
1W1P Technical Committee – Lower St. Croix 1W1P Technical Committee - Nemadji 1W1P Technical Committee - Snake River	Land and Resources Manager	
Arrowhead Counties Association (ACA)	All	Ludwig
Central MN Jobs and Training Service	Lovgren	Ludwig
Central Regional EMS Committee	Ludwig	Waldhalm
East Central Regional Development Commission (ECRDC)	Waldhalm	Hallan
East Central Regional Juvenile Center (ECRJC) Advisory Committee	Ludwig	Waldhalm
East Central Regional Library	Lovgren	Mohr
East Central Solid Waste Commission (ECSWC)	Hallan	Ludwig
Extension Committee	Lovgren/Mohr	
Fiber-Optic Joint Power Board	Hallan	Mohr
GPS 45:93 Joint Powers Board	Economic Development Coordinator Lezlie Sauter	County Administrator Minke
Greater Minnesota Parks and Trails (GMPT)	Hallan	Lovgren
Highway 23 Coalition	Lovgren/Waldhalm	
Lakes and Pines Community Action Council (CAC)	Hallan	Waldhalm
Law Library	Mohr	Waldhalm

Minnesota Counties Intergovernmental Trust (MCIT)	Minke/Hallan	
Northeast Minnesota Area Transportation Partnership	Hallan	Waldhalm
Northeast Minnesota Regional Emergency Communications Board	Hallan	Chief Deputy Scott Grice
Northeast Minnesota Regional Advisory Committee (RAC)	Sheriff Jeff Nelson	Chief Deputy Scott Grice
NLX	Lovgren	Ludwig
Pine County Housing and Redevelopment Authority/Economic Development Authority Liaison	Ludwig/Waldhalm	
Snake River Watershed Joint Powers Board	Lovgren	Mohr
Soil & Water Conservation District Liaison	Waldhalm	Mohr
State Community Health Services Advisory Committee (SCHSAC)	Lovgren	Community Health Services Administrator Samantha Lo
<b>COUNTY ESTABLISHED COMMITTEES</b> <i>County Board Chair Appointment</i>	<b>2023 Appointment</b>	<b>2023 Alternate</b>
Canvassing Board		
Facilities Committee	Ludwig/Waldhalm	
Finance and Investment Committee	Ludwig/Hallan	
Health & Human Services	Hallan/Ludwig	
Insurance Committee	Lovgren/Ludwig	
Land Advisory Committee	Lovgren/Ludwig	
Mille Lacs Band of Ojibwe Liaison	Hallan/Lovgren	
Negotiations (Labor Relations) Committee	Ludwig/Mohr	
Personnel Committee	Mohr/Ludwig	Hallan
Pine County Chemical Health Coalition	Ludwig/Lovgren	
Public Safety Committee	Waldhalm/Ludwig	
Technology Committee	Hallan/Mohr	
Transportation Committee	Hallan/Waldhalm	
Liaison to Zoning Board	Ludwig	
Equal Employment Opportunity Coordinator required by section 3.5 of the County Policy and Procedure Manual	Jackie Koivisto	

**Motion** by Commissioner Lovgren to approve the appointment of commissioners to those boards and committees requiring county board approval. Second by Commissioner Ludwig. A Roll Call vote was called by Chair Hallan: District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye. Motion carried 5-0.

### **2023 Pine County Board of Commissioner Regular Meeting Schedule**

- The first meeting of the month begins at 10:00 a.m. and is held at the Pine County Courthouse, Pine City.
- The second meeting of the month begins at 10:00 a.m. and is held at the North Pine Government Center, 1602 Hwy 23 No., Sandstone.



January 3<sup>rd</sup> and 17<sup>th</sup>

February 7<sup>th</sup> and 21<sup>st</sup>

March 7<sup>th</sup> and 21<sup>st</sup>

April 4<sup>th</sup> and 18<sup>th</sup>

May 2<sup>nd</sup> and 16<sup>th</sup>

June 6<sup>th</sup> and 20<sup>th</sup>

July 5<sup>th</sup> and 18<sup>th</sup> (July 4<sup>th</sup> is the Independence Day Holiday. Wednesday, July 5<sup>th</sup> is the next business day.)

August 1<sup>st</sup> and 15<sup>th</sup>

September 5<sup>th</sup> and 19<sup>th</sup>

October 3<sup>rd</sup> and 17<sup>th</sup>

November 7<sup>th</sup> and 21<sup>st</sup>

December 7<sup>th</sup> and 19<sup>th</sup> (The December 7<sup>th</sup> date is due to the Association of Minnesota Counties Annual Conference scheduled for December 4-6, 2023.)

Board of Equalization, June 12, 2023 at 6:00 p.m., Pine County Courthouse, Boardroom, Pine City.

Truth in Taxation, December 7, 2023, at 6:00 p.m., Pine County Courthouse, Boardroom, Pine City. This meeting is required by MS 275.065 and must be held between November 25 and December 30. The meeting may not start before 6:00 PM.

#### County Board Committee Meetings

Facilities 1st Wednesday of even numbered months (February, April, June, August, October, December) – 9 a.m.

HHS As needed (typically 3-4 times per year)

Personnel Monday the week prior to the third Tuesday of the month -- 9:00 a.m.

Technology 4<sup>th</sup> Tuesday of odd numbered months (January, March, May, July, September, November) – 9:00 a.m.

Committee meetings may be held in person or via interactive technology.

All meetings subject to change. Contact the County Administrator's Office for further information.

**Motion** by Commissioner Ludwig to set the 2023 County Board regular meetings, Board of Equalization, and Truth in Taxation meeting as indicated above. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan: District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye. Motion carried 5-0.

**Motion** by Commissioner Mohr to approve the Minutes of the December 20, 2022 county board meeting and Summary for publication. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan: District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye. Motion carried 5-0.

#### Minutes of Boards, Reports and Correspondence

Pine County Land Surveyor Monthly Report – December, 2022

Pine County Zoning Board Minutes – November 17, 2022

**Motion** by Commissioner Lovgren to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Ludwig. A Roll Call vote was called by Chair Hallan: District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye. Motion carried 5-0.

Commissioner Lovgren asked County Auditor-Treasurer Schroeder if there was a fund balance in the Escrow Account at Ehlers & Associates. Schroeder stated there was a \$50,000 balance but the account is set to close as all the projects have been completed.

**Motion** by Commissioner Lovgren to approve the Consent Agenda. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan: District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye. Motion carried 5-0.

### **CONSENT AGENDA**

1. **Applications**

Approve the following applications:

A. **Temporary Wine/Beer License Application**

- i. Erica Roy-Nyline for an event at Osprey Wilds Environmental Center, 54165 Audubon Dr, Sandstone for an event on January 28, 2023

B. **Abatement Application**

- i. Minnesota DNR, PID 13.0330.000, Finlayson Township.

2. **Pine County Commissioners' Expense Claim Forms**

Approve Commissioner Mohr expense claim form.

3. **Donations**

Accept the following donations:

- A. Anonymous \$150 donation designated for veteran outreach
- B. \$23,000 donation / December 16, 2022 for 1<sup>st</sup> quarter 2023 from Grand Casino Hinckley for Sheriff's Office general operations

4. **Contracts**

Approve the following contracts and authorize Board Chair and County Administrator to sign:

A. **Microsoft 365 Contract**

Three-year Microsoft 365 contract and authorize payment in the total amount of \$356,774.40 (\$118,924.80 per year for a three-year period).

B. **2023 Central Minnesota Jobs and Training Services Contract**

Central Minnesota Jobs & Training Services to provide jobs and training services to eligible Pine County clients. Funds expended will not exceed \$285,865.

5. **Bank Depositories**

Acknowledge the banks used by Pine County as its depositories:

- A. primary checking and money market accounts are held at Frandsen Bank & Trust;
- B. secondary checking and money market accounts are held at Stearns Bank; Stearns is the depository for individuals making their tax and other payments online.
- C. State and Federal payments are automatically deposited into the Minnesota Association of

Governments Investing for Counties (MAGIC) account. The cash assets not needed for immediate use are transferred to and held in this account due to it having the highest interest rate of all liquid accounts. These funds are held in this account until transferred to Frandsen for general use.

- D. Escrow account at Ehlers & Associates (which is invested through Ameritrade) related to the 2020 bond refunding.

6. **Personnel (Transfer)**

- A. Approve internal transfer of Sara Drexler to the Child Support Office Support Specialist position, effective January 4, 2023. No change in grade or pay.

7. **New Hire**

- A. Approve the hiring of Children's Mental Health Social Worker Deanna Williams, effective January 9, 2023, \$27.53 per hour, grade 10, step 2.

8. **Training**

- A. Approve the attendance at the AMC Legislative Conference for County Administrator David Minke and any commissioner who desires to attend, February 21-23, 2023, St. Paul, Minnesota. Registration: \$350 per attendee, Lodging \$175 per night plus tax, Meals: \$34 per day.

**REGULAR AGENDA**

1. **Official Publication Award for 2023**

The Pine City Pioneer submitted the sole bid for the publication of the county financial statements, proceedings of the county board and such other notices as required by law. The rate is \$9.00 per inch with a 7-point type and 9 lines per inch.

**Motion** by Commissioner Lovgren to designate the Pine City Pioneer as the official newspaper and award the bid for the publication of the county financial statements, proceedings of the county board and such other notices as required by law, to the Pine City Pioneer at the rate of \$9.00 per inch.

Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan: District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye. Motion carried 5-0.

2. **Extension Committee Appointment**

Extension Committee members Chad Dipman and Barbara Videen's term expired at the end of 2022.

**Motion** by Commissioner Mohr to appoint Traci LeBrun, and reappoint Chad Dipman, to the Extension Committee, each for a three-year term, January 3, 2023 – December 31, 2025. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan: District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye. Motion carried 5-0.

3. **Resolution in Support of Equitable and Sustainable Funding for County Probation**

Probation Director Terry Fawcett stated the Association of Minnesota Counties (AMC) has made probation funding a priority for the 2023 legislative session. In 2022 AMC formed a work group

to review and make recommendations for funding for county probation. Commissioner Ludwig is a member of the work group.

**Motion** by Commissioner Ludwig to approval of Resolution 2023-01 supporting the Community Supervision Work Group and requesting the Legislature to pass a new funding formula and significant appropriation. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan: District 5-Commissioner Ludwig/Aye; District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm. Motion carried 5-0.

4. **Pine County Regional Railroad Authority Annual Meeting**

At 10:30 a.m. Chair Hallan recessed the County Board meeting and opened the Regional Railroad Authority annual meeting.

Chair Hallan stated the chair and vice chair appointments have in the past mirrored the county board chair/vice-chair appointments.

**Motion** by Commissioner Ludwig to approve the following Regional Railroad Authority officer appointments: Chair: Commissioner Steve Hallan; Vice-Chair: Commissioner Terry Lovgren; Secretary: Administrator David Minke (non-voting); and Treasurer: Auditor/Treasurer Kelly Schroeder (non-voting). Second by Commissioner Lovgren. A Roll Call Vote was called by Chair Hallan: District 1-Chair Hallan/Aye; District 2-Commissioner Mohr/Aye; District 3-Commissioner Lovgren/Aye; District 4-Commissioner Waldhalm/Aye; District 5-Commissioner Ludwig/Aye. Motion carried 5-0.

With there being no further business, the Regional Railroad Authority meeting was adjourned at 10:34 a.m. and the County Board meeting was reconvened.

5. **Commissioner Updates**

Arrowhead Counties Association: cancelled

Snake River Watershed Management Board & 1W1P: no meeting

NLX: Cancelled

Housing Redevelopment Authority/Economic Development Authority (HRA/EDA):

Commissioner Ludwig stated the account at Northview Bank has been closed. Discussion took place as to the status of the investigation into undocumented and questionable expenses identified in the 2019-2021 audits. Commissioner Waldhalm stated that Rick Lewis attended, replacing Steve Oswald.

Central MN EMS Joint Powers Board: Commissioner Ludwig was unable to attend.

Other: None.

6. **Other**

None.

7. **Upcoming Meetings**

Upcoming meetings were reviewed.

8. **Adjourn**

With no further business, Chair Hallan adjourned the meeting at 10:38 a.m. The next regular meeting of the county board is scheduled for January 17, 2023 at 10:00 a.m. at the North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota.

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Stephen M. Hallan, Chair  
Board of Commissioners

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David J. Minke, Administrator  
Clerk to County Board of Commissioners

**SUMMARY  
OF  
PINE COUNTY BOARD MEETING  
Minutes of Organizational and Regular Meeting  
Tuesday, January 3, 2023, 10:00 a.m.  
Board Room, Courthouse, Pine City, Minnesota**

County Administrator David Minke called the meeting to order at 10:00 a.m.

Present at the commencement of the meeting were Commissioners Steve Hallan, Josh Mohr, Terry Lovgren and Matt Ludwig. Also present were County Administrator David Minke and County Attorney Reese Frederickson.

Commissioner J.J. Waldhalm joined the meeting at 10:05 a.m. via interactive technology due to an out-of-town commitment, pursuant to Minnesota Statute 13D.02. Commissioner Waldhalm was seen and heard at the meeting via electronic means, at a location open and accessible to the public, and participated from 904 Calle Cruz Roja, Barrio Obrerero, Arecibo PR.

The public was invited to join the meeting remotely by phone, Zoom, or watch via live stream on YouTube.

The Pledge of Allegiance was said.

County Administrator Minke called for nominations for County Board Chair.

Commissioner Mohr nominated Commissioner Hallan as County Board Chair. With no further nominations, a unanimous white ballot was cast to elect Commissioner Hallan as Chair. Motion carried 4-0.

Commissioner Ludwig nominated Commissioner Lovgren as Vice Chair of the County Board. With no further nominations, a unanimous white ballot was cast to elect Commissioner Lovgren as Vice-Chair. Motion carried 4-0.

Chair Hallan called for public comment. There was no public comment.

**Motion** by Commissioner Ludwig to adopt the amended Agenda. Second by Commissioner Mohr. Motion carried 4-0.

Commissioner Waldhalm electronically joined the meeting at 10:05 a.m.

## 2023 Committee Assignments and Other Appointments

<b>2023 Board and Committee Appointments</b>		
<b>OUTSIDE BOARDS AND COMMITTEES</b> <i>County Board Appointment</i>	<b>2023 Representative</b>	<b>2023 Alternate</b>
AMC Committee – Environment & Natural Resources	Waldhalm	
AMC Committee – General Government	Mohr	
AMC Committee – Health & Human Services	Lovgren	
AMC Committee – Public Safety Policy Committee	Ludwig	
AMC Committee – Transportation & Infrastructure	Hallan	
AMC Committee – Indian Affairs Advisory Council	Hallan	Lovgren
AMC Delegate Appointments (county is authorized 1 delegate for each commissioner and three additional delegates)	Hallan, Mohr, Lovgren, Waldhalm, Ludwig, LeBrun, Foss, Minke	
1W1P Policy Committee – Kettle River & Upper St. Croix	Ludwig	Waldhalm
1W1P Policy Committee – Lower St. Croix	Hallan	Mohr
1W1P Policy Committee – Nemadji	Ludwig	Waldhalm
1W1P Policy Committee - Snake River	Lovgren	Mohr
1W1P Technical Committee – Lower St. Croix 1W1P Technical Committee - Nemadji 1W1P Technical Committee - Snake River	Land and Resources Manager	
Arrowhead Counties Association (ACA)	All	Ludwig
Central MN Jobs and Training Service	Lovgren	Ludwig
Central Regional EMS Committee	Ludwig	Waldhalm
East Central Regional Development Commission (ECRDC)	Waldhalm	Hallan
East Central Regional Juvenile Center (ECRJC) Advisory Committee	Ludwig	Waldhalm
East Central Regional Library	Lovgren	Mohr
East Central Solid Waste Commission (ECSWC)	Hallan	Ludwig
Extension Committee	Lovgren/Mohr	
Fiber-Optic Joint Power Board	Hallan	Mohr
GPS 45:93 Joint Powers Board	Economic Development Coordinator Lezlie Sauter	County Administrator Minke
Greater Minnesota Parks and Trails (GMPT)	Hallan	Lovgren
Highway 23 Coalition	Lovgren/Waldhalm	
Lakes and Pines Community Action Council (CAC)	Hallan	Waldhalm

Law Library	Mohr	Waldhalm
Minnesota Counties Intergovernmental Trust (MCIT)	Minke/Hallan	
Northeast Minnesota Area Transportation Partnership	Hallan	Waldhalm
Northeast Minnesota Regional Emergency Communications Board	Hallan	Chief Deputy Scott Grice
Northeast Minnesota Regional Advisory Committee (RAC)	Sheriff Jeff Nelson	Chief Deputy Scott Grice
NLX	Lovgren	Ludwig
Pine County Housing and Redevelopment Authority/Economic Development Authority Liaison	Ludwig/Waldhalm	
Snake River Watershed Joint Powers Board	Lovgren	Mohr
Soil & Water Conservation District Liaison	Waldhalm	Mohr
State Community Health Services Advisory Committee (SCHSAC)	Lovgren	Community Health Services Administrator Samantha Lo
<b>COUNTY ESTABLISHED COMMITTEES</b> <b><i>County Board Chair Appointment</i></b>	<b>2023 Appointment</b>	<b>2023 Alternate</b>
Canvassing Board		
Facilities Committee	Ludwig/Waldhalm	
Finance and Investment Committee	Ludwig/Hallan	
Health & Human Services	Hallan/Ludwig	
Insurance Committee	Lovgren/Ludwig	
Land Advisory Committee	Lovgren/Ludwig	
Mille Lacs Band of Ojibwe Liaison	Hallan/Lovgren	
Negotiations (Labor Relations) Committee	Ludwig/Mohr	
Personnel Committee	Mohr/Ludwig	Hallan
Pine County Chemical Health Coalition	Ludwig/Lovgren	
Public Safety Committee	Waldhalm/Ludwig	
Technology Committee	Hallan/Mohr	
Transportation Committee	Hallan/Waldhalm	
Liaison to Zoning Board	Ludwig	
Equal Employment Opportunity Coordinator required by section 3.5 of the County Policy and Procedure Manual	Jackie Koivisto	

**Motion** by Commissioner Lovgren to approve the appointment of commissioners to those boards and committees requiring county board approval. Second by Commissioner Ludwig. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

### **2023 Pine County Board of Commissioner Regular Meeting Schedule**

- The first meeting of the month begins at 10:00 a.m. and is held at the Pine County Courthouse, Pine City.
- The second meeting of the month begins at 10:00 a.m. and is held at the North Pine Government Center, 1602 Hwy 23 No., Sandstone.



January 3<sup>rd</sup> and 17<sup>th</sup>

February 7<sup>th</sup> and 21<sup>st</sup>

March 7<sup>th</sup> and 21<sup>st</sup>

April 4<sup>th</sup> and 18<sup>th</sup>

May 2<sup>nd</sup> and 16<sup>th</sup>

June 6<sup>th</sup> and 20<sup>th</sup>

July 5<sup>th</sup> and 18<sup>th</sup> (July 4<sup>th</sup> is the Independence Day Holiday. Wednesday, July 5<sup>th</sup> is the next business day.)

August 1<sup>st</sup> and 15<sup>th</sup>

September 5<sup>th</sup> and 19<sup>th</sup>

October 3<sup>rd</sup> and 17<sup>th</sup>

November 7<sup>th</sup> and 21<sup>st</sup>

December 7<sup>th</sup> and 19<sup>th</sup> (The December 7<sup>th</sup> date is due to the Association of Minnesota Counties Annual Conference scheduled for December 4-6, 2023.)

Board of Equalization, June 12, 2023 at 6:00 p.m., Pine County Courthouse, Boardroom, Pine City.

Truth in Taxation, December 7, 2023, at 6:00 p.m., Pine County Courthouse, Boardroom, Pine City.

#### County Board Committee Meetings

Facilities 1st Wednesday of even numbered months (February, April, June, August, October, December) – 9 a.m.

HHS As needed (typically 3-4 times per year)

Personnel Monday the week prior to the third Tuesday of the month -- 9:00 a.m.

Technology 4<sup>th</sup> Tuesday of odd numbered months (January, March, May, July, September, November) – 9:00 a.m.

Committee meetings may be held in person or via interactive technology.

All meetings subject to change. Contact the County Administrator's Office for further information.

**Motion** by Commissioner Ludwig to set the 2023 County Board regular meetings, Board of Equalization, and Truth in Taxation meeting as indicated above. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

**Motion** by Commissioner Mohr to approve the Minutes of the December 20, 2022 county board meeting and Summary for publication. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

#### Minutes of Boards, Reports and Correspondence

Pine County Land Surveyor Monthly Report – December, 2022

Pine County Zoning Board Minutes – November 17, 2022

Unapproved December 28, 2022 Pine County Housing & Redevelopment Authority – Economic Development Authority Minutes

**Motion** by Commissioner Lovgren to acknowledge the Minutes of Boards, Reports and Correspondence. Second by Commissioner Ludwig. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

**Motion** by Commissioner Lovgren to approve the Consent Agenda. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

Approve the following applications:

- A. Temporary Wine/Beer License Application
  - i. Erica Roy-Nyline for an event at Osprey Wilds Environmental Center, 54165 Audubon Dr, Sandstone for an event on January 28, 2023
- B. Abatement Application
  - i. Minnesota DNR, PID 13.0330.000, Finlayson Township.

Approve Commissioner Mohr expense claim form.

Accept the following donations:

- A. Anonymous \$150 donation designated for veteran outreach
- B. \$23,000 donation / December 16, 2022 for 1<sup>st</sup> quarter 2023 from Grand Casino Hinckley for Sheriff's Office general operations

Approve the following contracts:

- A. Microsoft 365 Contract  
Three-year Microsoft 365 contract and authorize payment in the total amount of \$356,774.40 (\$118,924.80 per year for a three-year period).
- B. 2023 Central Minnesota Jobs and Training Services Contract  
Central Minnesota Jobs & Training Services to provide jobs and training services to eligible Pine County clients. Funds expended will not exceed \$285,865.

Acknowledge the depositories used by Pine County:

- A. Frandsen Bank & Trust
- B. Stearns Bank
- C. Minnesota Association of Governments Investing for Counties (MAGIC) account.
- D. Ehlers & Associates

Approve internal transfer of Sara Drexler to the Child Support Office Support Specialist position, effective January 4, 2023. No change in grade or pay.

Approve the hiring of Children's Mental Health Social Worker Deanna Williams, effective January 9, 2023, \$27.53 per hour, grade 10, step 2.

Approve the attendance at the AMC Legislative Conference for County Administrator David Minke and any commissioner who desires to attend. Registration: \$350 per attendee, Lodging \$175 per night plus tax, Meals: \$34 per day.

**Motion** by Commissioner Lovgren to designate the Pine City Pioneer as the official newspaper and award the bid for the publication of county notices required by law, to the Pine City Pioneer at the rate of \$9.00 per inch. Second by Commissioner Mohr. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

**Motion** by Commissioner Mohr to appoint Traci LeBrun, and reappoint Chad Dipman, to the Extension Committee, each for a three-year term, January 3, 2023 – December 31, 2025. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

**Motion** by Commissioner Ludwig to approve Resolution 2023-01 supporting the Community Supervision Work Group and requesting the Legislature to pass a new funding formula and significant appropriation. Second by Commissioner Lovgren. A Roll Call vote was called by Chair Hallan. Motion carried 5-0.

**Pine County Regional Railroad Authority Annual Meeting**

At 10:30 a.m. Chair Hallan recessed the County Board meeting and opened the Regional Railroad Authority annual meeting.

**Motion** by Commissioner Ludwig to approve the following Regional Railroad Authority officer appointments: Chair: Commissioner Steve Hallan; Vice-Chair: Commissioner Terry Lovgren; Secretary: Administrator David Minke (non-voting); and Treasurer: Auditor/Treasurer Kelly Schroeder (non-voting). Second by Commissioner Lovgren. A Roll Call Vote was called by Chair Hallan. Motion carried 5-0.

With there being no further business, the Regional Railroad Authority meeting was adjourned at 10:34 a.m. and the County Board meeting was reconvened.

With no further business, Chair Hallan adjourned the meeting at 10:38 a.m. The next regular meeting of the county board is scheduled for January 17, 2023 at 10:00 a.m. at the North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota.

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Stephen M. Hallan, Chair  
Board of Commissioners

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David J. Minke, Administrator  
Clerk to County Board of Commissioners

**The full text of the board's Minutes are available at the County Administrator's Office and the county's website ([www.co.pine.mn.us](http://www.co.pine.mn.us)). Copies may also be requested from the administrator's office.**



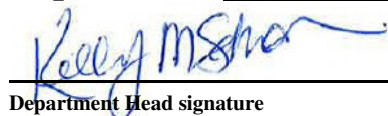
## AGENDA REQUEST FORM

Date of Meeting: January 17, 2023

- ☒ **County Board**  
☒ **Consent Agenda**  
☐ **Regular Agenda** 5 mins.\_\_\_\_ 10 mins.\_\_\_\_ 15 mins.\_\_\_\_ Other\_\_\_\_
- ☐ **Personnel Committee**
- ☐ **Other** \_\_\_\_\_

Agenda Item: December 2022 Cash Balance

Department: Auditor-Treasurer

  
\_\_\_\_\_  
Department Head signature

### Background information on Item:

December 2022 Cash Balance Report

The Opioid Settlement Fund was added to the report as funds have been received under the settlements.

### Action Requested:

None- informational purposes only.

### Financial Impact:

N/A

## TREASURER'S CASH TRIAL BALANCE COMPARISON

YEAR-TO-YEAR COMPARISON			
FUND	December 2021 BALANCE	December 2022 BALANCE	DIFFERENCE
1 - GENERAL	7,845,482.87	7,156,270.64	(689,212.23)
12 - H&HS	2,746,207.98	3,345,604.31	599,396.33
13 - ROAD & BRIDGE	1,177,956.59	1,475,062.66	297,106.07
17-OPIOID SETTLEMENT	0.00	246,251.99	246,251.99
19 - COVID RELIEF	2,550,242.21	4,111,074.59	1,560,832.38
22 - LAND	2,414,449.02	2,802,077.68	387,628.66
60 - SELF INSURANCE	554,149.87	243,714.61	(310,435.26)
TOTAL (incl non-major funds)	\$21,070,995.47	\$23,465,873.49	\$2,394,878.02

The significant increase in COVID Relief Fund is due to receiving the 2nd tranch of ARPA Funds.

The overall decrease in the self-insurance fund is due some very high claims in 2022

MONTH-TO-MONTH COMPARISON			
FUND	November 2022 BALANCE	December 2022 BALANCE	DIFFERENCE
1 - GENERAL	8,070,119.82	7,156,270.64	(913,849.18)
12 - H&HS	3,870,056.65	3,345,604.31	(524,452.34)
13 - ROAD & BRIDGE	2,069,312.00	1,475,062.66	(594,249.34)
17-OPIOID SETTLEMENT	40,673.26	246,251.99	205,578.73
19 - COVID RELIEF	4,483,628.41	4,111,074.59	(372,553.82)
22 - LAND	2,781,741.31	2,802,077.68	20,336.37
60 - SELF INSURANCE	4,165.54	243,714.61	239,549.07
TOTAL (incl non-major funds)	\$24,603,731.78	\$23,465,873.49	-\$1,137,858.29

Ther overall decreases in in the General, H&HS, & R&B are to be expected given the end of the year expenses (and there was a 3rd payroll). R&B also had a project contract payment.

The advanced payment for years 1-4 of the Janssen Opiod Settlement were received in Decmeber which resulted in the increase in the Opioid Settlement Fund.

The COVID Relief Fund saw a significant decrease in December due to the transfer of \$300,000 to the self insurance fund as approved by the County Board on 12/17/22

The self insurance fund would have been in a deficit without the transfer of the ARPA Funds.

\*\*\*\*\* Pine County \*\*\*\*\*



TREASURER'S CASH TRIAL BALANCE

As of 12/2022

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
<b>1</b> General Revenue Fund				
	7,845,482.87			
Receipts		1,524,924.70	9,199,292.78	
Disbursements		648,494.21-	8,054,479.70-	
Payroll		1,728,007.06-	14,914,499.39-	
Journal Entries		62,272.61-	722,424.10	
Settlement		0.00	12,358,049.98	
<b>Fund Total . . . . .</b>		<b>913,849.18-</b>	<b>689,212.23-</b>	<b>7,156,270.64</b>
<b>12</b> Health & Human Services	<b>420</b>	H&HS-Income Maintenance		
	2,405,483.31			
Receipts		74,071.78	1,873,153.12	
Disbursements		76,575.06-	995,077.05-	
Payroll		275,396.15-	2,508,397.68-	
Journal Entries		63,462.08	1,723,505.75	
<b>Dept Total . . . . .</b>		<b>214,437.35-</b>	<b>93,184.14</b>	<b>2,498,667.45</b>
<b>12</b> Health & Human Services	<b>430</b>	H&HS-Social Services		
	1,221,288.88-			
Receipts		253,577.86	3,919,038.03	
Disbursements		14,433.29-	355,205.16-	
SSIS		215,512.08-	2,443,898.00-	
Payroll		415,300.05-	3,700,742.97-	
Journal Entries		80,743.80	3,200,731.94	
<b>Dept Total . . . . .</b>		<b>310,923.76-</b>	<b>619,923.84</b>	<b>601,365.04-</b>
<b>12</b> Health & Human Services	<b>440</b>	Childrens Collaborative (H&HS)		
	0.00			
<b>Dept Total . . . . .</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>12</b> Health & Human Services	<b>481</b>	Public Health (H&HS)		
	1,219,529.84			
Receipts		224,519.47	1,334,123.08	
Disbursements		22,595.39-	257,485.23-	
Payroll		145,833.17-	1,312,143.77-	
Journal Entries		63.90-	210,777.79	

HHS TOTAL:  
\$3,345,604.31

\*\*\*\*\* Pine County \*\*\*\*\*



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TREASURER'S CASH TRIAL BALANCE

As of 12/2022

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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
<b>Dept Total . . . . .</b>		<b>56,027.01</b>	<b>24,728.13-</b>	<b>1,194,801.71</b>
<b>12</b> Health & Human Services <b>801</b> Non-Departmental				
	0.00			
<b>Dept Total . . . . .</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund Total . . . . .</b>	<b>2,403,724.27</b>	<b>469,334.10-</b>	<b>688,379.85</b>	<b>3,092,104.12</b>
<b>13</b> Road & Bridge Fund				
	1,177,956.59			
Receipts		231,943.87	15,587,190.79	
Disbursements		519,676.71-	14,771,507.62-	
Payroll		305,709.50-	2,632,157.93-	
Journal Entries		807.00-	89,154.50	
Settlement		0.00	2,024,426.33	
<b>Fund Total . . . . .</b>		<b>594,249.34-</b>	<b>297,106.07</b>	<b>1,475,062.66</b>
<b>14</b> Ditch Maintenance (Sr) Fund				
	32,311.18			
Settlement		0.00	111.67	
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>111.67</b>	<b>32,422.85</b>
<b>17</b> Opioid Settlement Funds				
	0.00			
Receipts		205,578.73	246,251.99	
<b>Fund Total . . . . .</b>		<b>205,578.73</b>	<b>246,251.99</b>	<b>246,251.99</b>
<b>19</b> COVID-19 Relief Fund				
	2,550,242.21			
Receipts		3,891.00	3,075,077.41	
Disbursements		69,879.27-	1,067,540.14-	
Payroll		13,448.75-	115,187.01-	
Journal Entries		293,116.80-	331,517.88-	
<b>Fund Total . . . . .</b>		<b>372,553.82-</b>	<b>1,560,832.38</b>	<b>4,111,074.59</b>

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**TREASURER'S CASH TRIAL BALANCE**

As of 12/2022



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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
<b>22</b> Land Management Fund				
	2,414,449.02			
Receipts		42,922.90	1,355,526.13	
Disbursements		705.21-	50,691.98-	
Payroll		21,651.36-	181,250.90-	
Journal Entries		229.96-	735,954.59-	
<b>Fund Total . . . . .</b>		<b>20,336.37</b>	<b>387,628.66</b>	<b>2,802,077.68</b>
<b>24</b> SSTS Upgrades				
	310,627.35			
Receipts		96.00	555,847.67	
Disbursements		105,482.00-	779,665.29-	
Settlement		0.00	109,959.99	
<b>Fund Total . . . . .</b>		<b>105,386.00-</b>	<b>113,857.63-</b>	<b>196,769.72</b>
<b>29</b> Children's Collab (H&Hs) Agency Fund	<b>440</b>	Childrens Collaborative (H&HS)		
	286,481.20			
Receipts		0.00	139,984.00	
Disbursements		157.00-	209,115.43-	
Journal Entries		335.87	1,513.25	
<b>Dept Total . . . . .</b>		<b>178.87</b>	<b>67,618.18-</b>	<b>218,863.02</b>
<b>Fund Total . . . . .</b>	<b>286,481.20</b>	<b>178.87</b>	<b>67,618.18-</b>	<b>218,863.02</b>
<b>31</b> GO Capital Improvement-Capital Projects				
	522,397.29-			
Receipts		247,557.00	769,956.00	
Disbursements		40,520.87	371,850.69-	
Journal Entries		80,044.35	80,044.35	
<b>Fund Total . . . . .</b>		<b>368,122.22</b>	<b>478,149.66</b>	<b>44,247.63-</b>
<b>37</b> County Railroad Authority				
	5,055.07			



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\*\*\*\*\* **Pine County** \*\*\*\*\*



**TREASURER'S CASH TRIAL BALANCE**

As of 12/2022

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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
<b>Fund Total . . . . .</b>		<b>0.00</b>	<b>0.00</b>	<b>5,055.07</b>
 <b>38</b> Building Fund				
	326,686.38			
Receipts		213.51	179,959.76	
Disbursements		1,124.97-	231,977.96-	
Journal Entries		80,044.35-	80,044.35-	
Settlement		0.00	24,848.34	
<b>Fund Total . . . . .</b>		<b>80,955.81-</b>	<b>107,214.21-</b>	<b>219,472.17</b>
 <b>39</b> 2015A G.O. Jail Bonds				
	1,498,069.87			
Receipts		9,994.08	19,536.95	
Disbursements		0.00	1,103,475.00-	
Settlement		0.00	1,154,938.14	
<b>Fund Total . . . . .</b>		<b>9,994.08</b>	<b>71,000.09</b>	<b>1,569,069.96</b>
 <b>40</b> 2020A G.O. Refunding Courthouse Bonds				
	1,281,774.89			
Receipts		8,563.65	16,743.25	
Disbursements		0.00	913,065.00-	
Journal Entries		0.00	19,814.00	
Settlement		0.00	989,393.86	
<b>Fund Total . . . . .</b>		<b>8,563.65</b>	<b>112,886.11</b>	<b>1,394,661.00</b>
 <b>41</b> 2017A G.O. CIP Bonds				
	117,947.88			
Receipts		2,917.18	5,694.20	
Disbursements		0.00	326,812.50-	
Settlement		0.00	336,919.75	
<b>Fund Total . . . . .</b>		<b>2,917.18</b>	<b>15,801.45</b>	<b>133,749.33</b>
 <b>43</b> Equipment Fund				

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TREASURER'S CASH TRIAL BALANCE

As of 12/2022

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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
	23,196.88			
Receipts		213.51	415.48	
Disbursements		46,459.66-	46,459.66-	
Journal Entries		50,000.00	50,000.00	
Settlement		0.00	24,951.13	
<b>Fund Total . . . . .</b>		<b>3,753.85</b>	<b>28,906.95</b>	<b>52,103.83</b>
<b>44</b> Election Equipment	68,596.83			
Receipts		12,958.10	178,579.23	
Disbursements		7,826.24-	252,770.17-	
Payroll		3,626.23-	19,698.76-	
Journal Entries		805.26-	6,310.89-	
Settlement		0.00	89,858.78	
<b>Fund Total . . . . .</b>		<b>700.37</b>	<b>10,341.81-</b>	<b>58,255.02</b>
<b>60</b> County Self Insurance	554,149.87			
Receipts		294,374.65	3,530,865.50	
Disbursements		355,651.85-	4,151,211.00-	
Journal Entries		300,826.27	309,910.24	
<b>Fund Total . . . . .</b>		<b>239,549.07</b>	<b>310,435.26-</b>	<b>243,714.61</b>
<b>76</b> Group Health Ins Fund 5/1/95 (Gen)	567,946.78-			
Receipts		96,631.91	1,205,903.55	
Disbursements		94,710.10-	1,286,637.38-	
Journal Entries		6,487.30	79,251.10	
<b>Fund Total . . . . .</b>		<b>8,409.11</b>	<b>1,482.73-</b>	<b>569,429.51-</b>
<b>80</b> County Collections Agency Fund	24,455.46			
Receipts		7,550.46	889,396.21	
Disbursements		7,056.50-	890,813.45-	

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\*\*\*\*\* **Pine County** \*\*\*\*\*



**TREASURER'S CASH TRIAL BALANCE**

As of 12/2022

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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Journal Entries		0.00	696.60	
<b>Fund Total . . . . .</b>		<b>493.96</b>	<b>720.64-</b>	<b>23,734.82</b>
<b>82</b> Taxes And Penalties Agency Fund				
	1,084,081.10			
Receipts		606,470.76	43,262,412.70	
Disbursements		18,231.75-	22,214,379.02-	
Journal Entries		0.00	4,114,884.36-	
Settlement		0.00	17,113,457.97-	
<b>Fund Total . . . . .</b>		<b>588,239.01</b>	<b>180,308.65-</b>	<b>903,772.45</b>
<b>84</b> East Central Drug Task Force Agency Fund				
	100,048.11			
Receipts		218.00	225,740.63	
Disbursements		3,287.40-	215,360.81-	
<b>Fund Total . . . . .</b>		<b>3,069.40-</b>	<b>10,379.82</b>	<b>110,427.93</b>
<b>89</b> H & Hs Collections Agency Fund	<b>801</b>	Non-Departmental		
	56,002.51			
Receipts		145,719.90	1,428,110.32	
Disbursements		56,457.22-	229,920.18-	
Journal Entries		144,559.79-	1,219,555.48-	
<b>Dept Total . . . . .</b>		<b>55,297.11-</b>	<b>21,365.34-</b>	<b>34,637.17</b>
<b>Fund Total . . . . .</b>	<b>56,002.51</b>	<b>55,297.11-</b>	<b>21,365.34-</b>	<b>34,637.17</b>
All Funds .....	21,070,995.47			
Receipts		3,994,909.02	88,998,798.78	
Disbursements		2,008,282.96-	58,775,500.42-	
SSIS		215,512.08-	2,443,898.00-	
Payroll		2,908,972.27-	25,384,078.41-	
Journal Entries		0.00	443.93-	
<b>Total .....</b>		<b>1,137,858.29-</b>	<b>2,394,878.02</b>	23,465,873.49



## AGENDA REQUEST FORM

Date of Meeting: January 17, 2023

- ☒ **County Board**  
☒ **Consent Agenda**  
☐ **Regular Agenda**      5 mins.\_\_\_\_ 10 mins.\_\_\_\_ 15 mins.\_\_\_\_ Other\_\_\_\_
- ☐ **Personnel Committee**
- ☐ **Other** \_\_\_\_\_

Agenda Item: December 2022 Disbursements/Claims Over \$2,000

Department: Auditor-Treasurer

  
\_\_\_\_\_  
Department Head signature

### Background information on Item:

The attached report shows the totals for all disbursements paid in December 2022 (\$2,223,795.04) by fund. There were 650 total claims, 98 claims that were over \$2,000 to be approved and are individually detailed on the separate listing, and 552 claims under \$2,000 or not needing approval totaling \$590,749.70.

### Action Requested:

Consider approving December 2022 disbursements including the individual listing of claims over \$2,000, and 552 claims under \$2,000 or not needing approval totaling of \$590,749.70

### Financial Impact:

N/A

**DISBURSEMENTS JOURNAL REPORT** G/L Months: 12/2022 - 12/2022

**RECAP BY FUND**

FUND	AMOUNT	NAME
1	648,494.21	GENERAL REVENUE FUND
12	329,115.82	HEALTH & HUMAN SERVICES
13	519,676.71	ROAD & BRIDGE FUND
19	69,879.27	COVID-19 RELIEF FUND
22	705.21	LAND MANAGEMENT FUND
24	105,482.00	SSTS UPGRADES
29	157.00	CHILDREN'S COLLAB (H&HS) AGENCY FUND
31	5,938.79	GO CAPITAL IMPROVEMENT-CAPITAL PROJEC
38	1,124.97	BUILDING FUND
44	7,826.24	ELECTION EQUIPMENT
60	355,651.85	COUNTY SELF INSURANCE
76	94,710.10	GROUP HEALTH INS FUND 5/1/95 (GEN)
80	7,056.50	COUNTY COLLECTIONS AGENCY FUND
82	18,231.75	TAXES AND PENALTIES AGENCY FUND
84	3,287.40	EAST CENTRAL DRUG TASK FORCE AGENCY F
89	56,457.22	H & HS COLLECTIONS AGENCY FUND
	2,223,795.04	Total Disbursements

**RECAP BY TYPE**

TYPE	AMOUNT	NAME
1	1,901,167.37	AUD
2	326,199.55	COM
3	3,571.88 -	MVC
	2,223,795.04	Total Disbursements

<b>FUND</b>	<b>Date</b>	<b>Vendor</b>	<b>Amount</b>
General	12/22/2022	4.0 SCHOOL SERVICES OF EAST CENTRAL	2,438.89
General	12/16/2022	Advanced Correctional Healthcare, Inc	30,808.18
General	12/9/2022	AMAZON CAPITAL SERVICES	12,001.62
General	12/30/2022	American Solutions For Business	12,743.04
General	12/9/2022	Aml Cleaning Service, Inc	4,000.00
General	12/30/2022	Aml Cleaning Service, Inc	4,000.00
General	12/16/2022	Assoc Of Minn Counties	2,450.00
General	12/16/2022	CLOQUET RIVERSIDE RECYCLING, INC	6,990.70
General	12/2/2022	CROSS LAKE ASSOCIATION OF PINE COUNTY	20,000.00
General	12/2/2022	East Central Energy Of Braham	14,393.34
General	12/30/2022	East Central Energy Of Braham	12,525.74
General	12/16/2022	East Central Solid Waste Comm	2,626.79
General	12/2/2022	Express Window Cleaning	3,500.00
General	12/2/2022	Information Systems Corp-ISC	5,095.00
General	12/2/2022	KRONOS SAASHR INC	2,761.42
General	12/22/2022	MINNESOTA ENERGY RESOURCES CORP	18,201.11
General	12/30/2022	MINNESOTA ENERGY RESOURCES CORP	12,052.51
General	12/9/2022	MINNESOTA POWER	4,304.06
General	12/2/2022	MN COUNTIES COMPUTER COOP	5,044.00
General	12/22/2022	OFFICE OF MN.IT SERVICES	5,153.75
General	12/30/2022	Pine City Water And Sewer	2,790.49
General	12/16/2022	PREMIER OUTDOOR SERVICES OF MINNESOTA	4,750.00
General	12/9/2022	Regents Of The U Of Mn	2,019.53
General	12/16/2022	Regents Of The U Of Mn	29,862.25
General	12/16/2022	Ron's Roll-Off Service	2,000.00
General	12/9/2022	SCHNEIDER GEOSPATIAL LLC	5,878.00
General	12/2/2022	STAR QUALITY GLASS	3,468.44
General	12/2/2022	SUMMIT FOOD SERVICE MANAGEMENT LLC	11,511.91
General	12/16/2022	SUMMIT FOOD SERVICE MANAGEMENT LLC	4,670.98
General	12/22/2022	SUMMIT FOOD SERVICE MANAGEMENT LLC	5,186.56
General	12/2/2022	THRIFTY WHITE PHARMACY	7,666.61
General	12/9/2022	TYLER TECHNOLOGIES INC	37,026.00
General	12/22/2022	Verizon Wireless	10,680.35
General	12/9/2022	WELIA HEALTH	4,328.88
General	12/16/2022	WILD RIVERS CONSERVANCY	19,177.00
General	12/22/2022	WoodsTalk LLC	3,200.00
HHS	12/16/2022	4imprint, Inc.	6,219.86
HHS	12/9/2022	AFSCME Council 65	3,556.88
HHS	12/22/2022	Anoka Co Juv Ctr Main Res	7,849.97
HHS	12/16/2022	Central Mn Jobs & Training Services	19,164.10
HHS	12/2/2022	Childrens Dental Services	2,097.60
HHS	12/16/2022	Dhs Maps Ccdtf	4,177.11
HHS	12/9/2022	DHS State Operated Services	24,353.60
HHS	12/22/2022	DHS State Operated Services	23,568.00
HHS	12/9/2022	East Central Reg Juvenile Center	8,669.00

HHS	12/16/2022	Family Alternatives	8,572.40
HHS	12/22/2022	Family Pathways - North Branch	4,845.00
HHS	12/16/2022	Knox Professional Cleaning Services LLC	2,406.40
HHS	12/22/2022	Lighthouse Child & Family Services, LLC	6,181.25
HHS	12/2/2022	Mille Lacs Band Family Services	10,603.52
HHS	12/16/2022	Mille Lacs Band Family Services	10,562.50
HHS	12/2/2022	North Homes Inc	11,623.14
HHS	12/9/2022	Pine County Sheriff FPI Contract	8,053.68
HHS	12/16/2022	Solid Oak Financial Services, LLC	4,050.00
HHS	12/16/2022	Sue's Bus Service Inc	5,561.40
HHS	12/16/2022	Therapeutic Services Agency, Inc.	2,945.55
HHS	12/16/2022	Village Ranch Residential Facility	5,869.80
R & B	12/9/2022	Arlen Krantz Ford Inc	7,222.83
R & B	12/16/2022	Askov Deep Rock	2,193.16
R & B	12/30/2022	Beaudry Oil & Propane	45,644.49
R & B	12/9/2022	BONKS SAND & GRAVEL	4,582.50
R & B	12/2/2022	DOOLEYS PETROLEUM INC	22,492.67
R & B	12/2/2022	Emergency Automotive Technologies, Inc	4,543.21
R & B	12/30/2022	Emergency Automotive Technologies, Inc	4,490.59
R & B	12/9/2022	J A SMITH & COMPANY	6,435.00
R & B	12/9/2022	Knife River Corp	189,127.27
R & B	12/2/2022	Kris Engineering, Inc	22,915.50
R & B	12/2/2022	LHB INC	2,206.25
R & B	12/16/2022	MN State College-Cardmember Service	5,125.00
R & B	12/9/2022	Nuss Truck Group Inc	24,980.19
R & B	12/2/2022	PRECISION GRADE LLC	3,000.00
R & B	12/2/2022	S & R REINFORCING INC	110,455.55
R & B	12/16/2022	Slims Texaco Service	3,605.18
R & B	12/2/2022	WSB AND ASSOCIATES	14,080.00
R & B	12/22/2022	Ziegler Inc.	16,882.19
COVID Relief	12/2/2022	BOARMAN KROOS VOGEL GROUP INC	20,322.84
COVID Relief	12/16/2022	CivicBrand	12,500.00
COVID Relief	12/9/2022	Kroschel Land Surveyors Inc	3,000.00
COVID Relief	12/16/2022	Lakes & Pines Comm Act Council	11,160.00
COVID Relief	12/16/2022	LSS	19,061.21
Septic Fix-up	12/2/2022	DJG	25,000.00
Septic Fix-up	12/16/2022	DJG	17,700.00
Septic Fix-up	12/30/2022	RAMBERG EXCAVATING	23,132.00
Septic Fix-up	12/30/2022	Roberts Excavating	19,650.00
Septic Fix-up	12/30/2022	SANDBERG CONSTRUCTION INC	20,000.00
CIP	12/16/2022	LSS	5,938.79
Elections	12/2/2022	Election Systems & Software, Inc	6,452.53
Self Insurance	12/9/2022	UNITEDHEALTH GROUP	228,244.08
Self Insurance	12/16/2022	UNITEDHEALTH GROUP	78,423.77
Self Insurance	12/22/2022	UNITEDHEALTH GROUP	48,984.00
Group Insurance	12/22/2022	BLUE CROSS & BLUE SHIELD OF MINNESOTA	5,485.50
Group Insurance	12/2/2022	MEDICAREBLUE RX	5,814.00

Group Insurance	12/22/2022	MEDICAREBLUE RX	6,322.00
Group Insurance	12/9/2022	MEDSURETY, LLC	3,547.98
Group Insurance	12/22/2022	MEDSURETY, LLC	2,391.89
Group Insurance	12/30/2022	MEDSURETY, LLC	3,636.01
Group Insurance	12/2/2022	Mn Life Insurance Company	4,439.25
Group Insurance	12/2/2022	TEAMSTERS JOINT COUNCIL 32	55,620.00

**TOTAL 1,633,045.34**





## AGENDA REQUEST FORM

Date of Meeting: January 17, 2023

- ☒ **County Board**  
☒ **Consent Agenda**  
☐ **Regular Agenda**      5 mins. \_\_\_ 10 mins. \_\_\_ 15 mins. \_\_\_ Other \_\_\_
- ☐ **Personnel Committee**
- ☐ **Other** \_\_\_\_\_

Agenda Item: 2023 Waste Hauler Licenses

Department: Solid Waste

Caleb Anderson  
Department Head signature

### Background information on Item:

Article VI of the Pine County Solid Waste Ordinance requires that commercial haulers of solid waste obtain a license from the County.

Waste Management of Minnesota Incorporated has met the requirements of the ordinance and applied for a Waste Hauler License for 2023.

With this license being issued, all known solid waste haulers in Pine County are now licensed.

### Action Requested:

Authorize the County Board Chair to sign the 2023 Solid Waste Collection and Transportation License.

### Financial Impact:

Any expenses relating to the regulation and licensing of the waste haulers are covered by the licensing fee of \$200.

## PINE COUNTY EXPENSE CLAIM FORM

Expenses are to be claimed in accordance with Pine County Personnel Policy on travel and other reimbursements. Original receipts must be attached or the claim will not be reimbursed. There must be the signature of the claimant and the claimant's supervisor or department head indicating the expense was authorized. NO UNAUTHORIZED CLAIM WILL BE REIMBURSED.

**STEPHEN HALLAN**

**MONTH: December 2022**

**Vendor#: 2136 Employee#: 2**

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
12/8/2022	\$100					County Board Meeting - Pine City	01-005-6111
12/20/2022	\$100					County Board Meeting - Sandstone	01-005-6111
12/4/2023	\$100					AMC conference	
12/5/2022	\$100					AMC conference	
12/6/2022	\$100					AMC conference	
12/7/2022	\$100					AMC conference	
12/9/2022	\$100					Work force CMJTS	
12/13/2022	\$100					COW	


### MILEAGE EXPENSES

Date	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
12/6/2022				\$0.625		County Board Meeting - Pine City	01-005-6334
12/20/2022			52	\$0.625	\$32.50	County Board Meeting - Sandstone	01-005-6334
12/ 4-7/22			162	\$0.625	\$101.25	AMC conference Bloomington	01-005-6334
1/12/1900			184	\$0.625	\$115.00	Work force Monticello	01-005-6334
				TOTAL	\$248.75		

**YOU MUST FILL IN ODOMETER READINGS. IF ODOMETER READINGS ARE NOT PROVIDED a printout of the start and ending location of each destination and mileage as calculated by such programs as "Map Quest" will be acceptable.**

If this expense reimbursement request includes personal automobile mileage my submission affirms that I possess a current valid driver's license and appropriate motor vehicle insurance.

I declare under the penalties of law that the account, claim and/or demand is just and correct and that no part of it has been paid.



Commissioner Signature

Authorized Signature

# PINE COUNTY EXPENSE CLAIM FORM

This form is to be utilized to claim any other expenses not related to mileage. Expenses are to be claimed in accordance with Pine County on travel and other reimbursements. Original receipts must be attached or the claim will not be reimbursed. There must be the signature of the claimant and the claimant supervisor or department head indicating the expense was authorized.

EMPLOYEES NAME: Joshua Mohr

MONTH December 2022

Date	Per Diem	Meals	Lodging	Tuition and or books	Other	Purpose and description of expense	Account #
12/5/2022	\$100					AMC annual conference, Bloomington	
12/6/2022	\$100					AMC annual conference, Bloomington	
12/12/2022	\$100					Personal committee, Pine City	
12/13/2022	\$100					COW, Pine City	
12/20/2022	\$100					Board Meeting, Sandstone	

ORIGINAL RECEIPTS MUST BE ATTACHED TO OBTAIN REIMBURSEMENT. ALL CLAIMS MUST BE AUTHORIZED BY SUPERVISOR, DEPARTMENT HEAD OR COUNTY BOARD IN ACCORDANCE WITH COUNTY POLICY. NO UNAUTHORIZED CLAIM WILL BE REIMBURSED

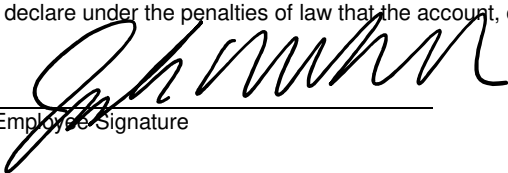
Date	Begin Odometer	End Odometer	Total Miles	Home Odometer	1st Stop Odometer	Last Stop Odometer	Home Odometer	Total Miles	Amount Paid	Destination and purpose of expense
12/5/2022			0					91	\$ 56.88	AMC Annual conference
12/6/2022			0					91	\$ 56.88	AMC Annual conference
12/12/2022			0					18	\$ 11.25	Personal committee, Pine City
12/13/2022			0					18	\$ 11.25	COW, Pine City
12/20/2022			0					30	\$ 18.75	Board Meeting, Sandstone
			0						\$ -	
			0					0	\$ -	
			0					0	\$ -	
			0					0	\$ -	
			0							
TOTAL			0						\$ 155.00	

01-005-000-0000-6334

rate 0.625

YOU MUST FILL IN ODOMETER READINGS OR YOU WILL NOT BE REIMBURSED

I declare under the penalties of law that the account, claim and/or demand is just and correct and that no part of it has been paid



Employee Signature

Authorized Signature

Department Head Signature

## PINE COUNTY EXPENSE CLAIM FORM

Expenses are to be claimed in accordance with Pine County Personnel Policy on travel and other reimbursements. Original receipts must be attached or the claim will not be reimbursed. There must be the signature of the claimant and the claimant's supervisor or department head indicating the expense was authorized. NO UNAUTHORIZED CLAIM WILL BE REIMBURSED.

**TERRY LOVGREN**

**MONTH: December 2022**

**Page 1**

**Vendor#: 30301 Employee#: 155**

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
12.1.22	\$100					Childcare Meeting	01-005-6111
12.4.22	\$100					AMC Conference	01-005-6111
12.5.22	\$100					AMC Conference	01-005-6111
12.6.22	\$100					AMC Conference	01-005-6111
12.7.22	\$100					AMC Conference	01-005-6111
12.8.22	\$100					County Board & Truth and Taxation	01-005-6111
12.12.22	\$100					Library	01-005-6111
12.13.22	\$100					COW - PC	01-005-6111
12.14.22	\$100					NACo T&T	01-005-6111
12.15.22	\$100					Childcare Meeting	01-005-6111
12.16.22	\$100					SCHSAC	01-005-6111

	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
12.4 - 12.7			210.4	\$0.625	\$131.50	AMC Conference - Bloomington	01-005-6334
12.8.22			57.4	\$0.625	\$35.88	County Board and T&T - Pine City (Two Trips)	01-005-6334
12.13.22			28.7	\$0.625	\$17.94	COW Pine City	01-005-6334
12.20.22			25.7	\$0.625	\$16.06	County Board - Sandstone	01-005-6334
							01-005-6334
							01-005-6334
							01-005-6334
					\$201.38		

**YOU MUST FILL IN ODOMETER READINGS. IF ODOMETER READINGS ARE NOT PROVIDED a printout of the start and ending location of each destination and mileage as calculated by such programs as "Map Quest" will be acceptable.**

If this expense reimbursement request includes personal automobile mileage my submission affirms that I possess a current valid driver's license and appropriate motor vehicle insurance.

I declare under the penalties of law that the account, claim and/or demand is just and correct and that no part of it has been paid.

Commissioner Signature

Authorized Signature

## PINE COUNTY EXPENSE CLAIM FORM

Expenses are to be claimed in accordance with Pine County Personnel Policy on travel and other reimbursements. Original receipts must be attached or the claim will not be reimbursed. There must be the signature of the claimant and the claimant's supervisor or department head indicating the expense was authorized. NO UNAUTHORIZED CLAIM WILL BE REIMBURSED.

**TERRY LOVGREN**

**MONTH: December 2022 Page 2**

**Vendor#: 30301 Employee#: 155**

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
12.20.22	\$100					County Board	01-005-6111
12.4-12.7			439.77			AMC Conference - Rcpt attached	

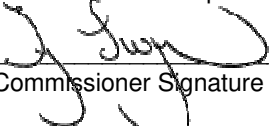
### MILEAGE EXPENSES

Date	Beginning Odometer	Ending Odometer	Total Miles	Mileage Rate	Amount Paid	Destination and purpose of expense	Account #
					\$0.00		

**YOU MUST FILL IN ODOMETER READINGS. IF ODOMETER READINGS ARE NOT PROVIDED a printout of the start and ending location of each destination and mileage as calculated by such programs as "Map Quest" will be acceptable.**

If this expense reimbursement request includes personal automobile mileage my submission affirms that I possess a current valid driver's license and appropriate motor vehicle insurance.

I declare under the penalties of law that the account, claim and/or demand is just and correct and that no part of it has been paid.

  
Commissioner Signature

\_\_\_\_\_  
Authorized Signature

Expenses are to be claimed in accordance with Pine County Personnel Policy on travel and other reimbursements. Original receipts must be attached or the claim will not be reimbursed. There must be the signature of the claimant and the claimant's supervisor or department head indicating the expense was authorized. NO UNAUTHORIZED CLAIM WILL BE REIMBURSED.

**MONTH: November 2022**

**Vendor#: 31317 Employee#: 5**

Date	Per Diem	Meals	Lodging	Parking	Other	Purpose and description of expense	Account #
12/8/2022	\$100					County Board Meeting - Pine City	01-005-6111
12/20/2022	\$100					County Board Meeting - Sandstone	
12-1-2022	100					IRON PINE SOLAR PROTECT MEETING - SANDSTONE	
12-5-2022	100					AMC CONFERENCE	
12-6-2022	100					AMC CONFERENCE	
12-12-2022	100					PERSONNEL COMMITTEE - PINE CITY	
12-13-2022	100					C.O.W - PINE CITY	
12-28-2022	100					HRA/EDA MEETING - SANDSTONE	
12/5/22			146.54			HOTEL @ AMC conference	

[illegible]

**YOU MUST FILL IN ODOMETER READINGS. IF ODOMETER READINGS ARE NOT PROVIDED a printout of the start and ending location of each destination and mileage as calculated by such programs as "Map Quest" will be acceptable.**

If this expense reimbursement request includes personal automobile mileage that I possess a current valid driver's license and appropriate motor vehicle insurance.

I declare under the penalties of law that the account, claim and/or demand is just and correct and that no part of it has been paid.

**Authorized Signature**



## AGENDA REQUEST FORM

Date of Meeting: 1/17/2023



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Accept Donation

Department: HHS

*Rebecca Foss*

Department Head signature

### Background information on Item:

Three Twenty Brewing Co. has donated \$200 to Pine County's Project Lifesaver Program.

### Action Requested:

Accept the \$200 donation from Three Twenty Brewing Co. for Project Lifesaver.

### Financial Impact:

The donation will help to offset expenses associated with Project Lifesaver. Specifically, the donation will help offset the consumer cost associated with the project, when other grants and funds cannot be utilized.



## AGENDA REQUEST FORM

Date of Meeting: January 17th, 2022



County Board



Consent Agenda



Regular Agenda

5 mins.



10 mins.



15 mins.



Other



Personnel Committee



Other \_\_\_\_\_

Agenda Item: Donations to Pine County Sheriff's Office for annual Toy Drive

Department: Pine County Sheriff's Office

Department Head signature

### Background information on Item:

The Pine County Sheriff's Office received a donation for \$80 for the annual PCSO Toy Drive from Three Twenty Brewing Co.

The Pine County Sheriff's Office received \$280 in anonymous donations for the PCSO Toy Drive.

### Action Requested:

The Pine County Sheriff's Office respectfully asks the County Board to acknowledge and accept the donation into the Pine County Sheriff's Office for the Pine County Sheriff's Office Toy Drive.

### Financial Impact:

Donations for the the annual PCSO Toy Drive are not supplemented with any department funding.





## AGENDA REQUEST FORM

Date of Meeting: January 17th, 2022



**County Board**



**Consent Agenda**



**Regular Agenda**

5 mins.



10 mins.



15 mins.



Other



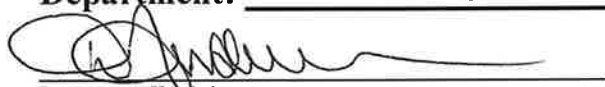
**Personnel Committee**



**Other** \_\_\_\_\_

**Agenda Item:** Donations to Pine County Sheriff's Office Chaplain Program

**Department:** Pine County Sheriff's Office

  
Department Head signature

### Background information on Item:

The Pine County Sheriff's Office received a donation of \$1,250 from the Thorvig Family for the Pine County Sheriff's Office Chaplain Program.

The Pine County Sheriff's Office received a donation of \$1,250 from the Thorvig Family for the Pine County Sheriff's Office Chaplain Program.

### Action Requested:

The Pine County Sheriff's Office respectfully asks the County Board to acknowledge and accept the donations totalling \$2,500 into the Pine County Sheriff's Office Chaplain Program.

### Financial Impact:

Donations to the Chaplain program will help offset expenditures for training, materials and equipment.



## AGENDA REQUEST FORM

Date of Meeting: 1/17/2023



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Approve Agreement with Wellness in the Woods

Department: HHS

Rebecca Foss

Department Head signature

### Background information on Item:

Wellness in the Woods has provided contracted peer support specialist services in Pine County since mid-2021. The attached agreement allows for these services to continue into calendar year 2023. If approved, the agreement would be in effect from 1/1/2023 through 12/31/2023. The agreement states that the services will cost no more than \$24,000 in 2023. The County Attorney's Office has reviewed the agreement.

### Action Requested:

Approve the agreement between HHS and Wellness in the Woods, and authorize the Board Chairperson and the County Administrator to sign the agreement.

### Financial Impact:

Per the agreement, services will cost no more than \$24,000 in 2023. HHS will receive reimbursement for these services from the Region 7E Adult Mental Health Initiative as part of the region's Moose Lake Allocation.

AGREEMENT BETWEEN  
PINE COUNTY HEALTH & HUMAN SERVICES  
AND  
WELLNESS IN THE WOODS  
2023

This Agreement is made and entered into, by and between Pine County Health and Human Services, with the address of 635 Northridge Dr. NW, Ste. 220; Pine City, MN 55063 (herein the "County") and Wellness in the Woods with address 738 3<sup>rd</sup> Avenue NW, Eagle Bend, MN 56446 (herein the "Contractor").

WHEREAS, County has identified that there is a need for continued prevention, mental health outreach, and certified peer support specialists; and

WHEREAS, Contractor represents that it is duly licensed, qualified, and willing to perform such services; and

WHEREAS, County wishes to purchase certified peer specialist services from Contractor.

NOW THEREFORE, County and Contractor have established mutual understandings and agree to the following:

**I DEFINITIONS**

Unless the context indicates otherwise, the terms of this Agreement have the following meanings:

- A. Commissioner. "Commissioner" means the Minnesota Commissioner of Human Services.
- B. County of Financial Responsibility. "County of Financial Responsibility" has the meaning given in Minnesota statutes § 256G.02, subdivision 4.
- C. Certified Peer Specialist: A certified peer specialist is an individual who has personal experience of mental illness and is trained to be a direct service mental health staff.

**II TERMS OF AGREEMENT**

- A. Agreement Period. The Agreement Period is from January 1, 2023 through December 31, 2023 unless otherwise terminated or extended by law or provision of this Agreement.
- B. Purpose. To provide monthly certified peer specialist support services and peer support outreach services to residents of Pine County.
- C. Payment. The total amount to be paid for agreement services for the time period of January 1, 2023 through December 31, 2023, including mileage expenses, shall not exceed \$24,000.
- D. Payment Rate(s.) Contractor will bill the County monthly. Each invoice shall certify expenditures and itemize expenses. Contractor may be reimbursed for mileage up to the IRS rate per mile. If the peer specialist resides outside of Pine County, mileage and time worked will not accrue until the peer specialist is within the Pine County borders. Contractor will send invoices that solely specify the peer support services billable to County. No other subset of services or other agency's services will be listed on the invoice.
- E. Service Delivery and Contractor Obligations.
  - 1. Location. Contractor shall provide all services to Pine County residents at a time and place agreed upon by the peer specialist and the client. Contractor agrees to provide peer support specialist outreach services as able and within the limits set forth in this

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agreement. Examples of outreach services include, but are not limited to, such outreach that can occur at Operation Community Connect, the drop-in center, and/or the Family Resource Center.

2. Reporting. Contractor agrees to provide the County with monthly reporting on the number of clients served each month.
  3. Contractor shall comply with the County's requests pertaining to ensure that all grant monitoring processes, reporting procedures, and other expectations as designated by Minnesota Department of Human Services are being followed.
- F. Billing. Contractor will bill County monthly. Each invoice shall certify expenditures and itemize expenses specific to Pine County peer specialist billing time. The invoice should also include the following (as applicable): the period of time covered by the invoice; a general description of the type of service(s) rendered; the number of hours of service rendered by type of service; and the date service(s) were rendered by type of service, and the number of clients served each month.
1. Contractor agrees to provide this service for the entire agreement term of this agreement.
  2. Time Limit for Billing. Contractor agrees that invoices submitted more than 120 days following the last day of the quarter in which services were provided may, at the County's discretion, be rejected for payment.
  3. Billing rates will be reviewed quarterly to ensure adequate funding of the program.
- G. Agreement Termination
1. With or Without Cause. This Agreement may be terminated prior to the last day of the agreement period by either party, with or without cause, by giving thirty (30) calendar days written notice to the other party pursuant to section II (G) (4) of this agreement. This Agreement shall be terminated on the date of agreement termination specified in the written notice or thirty (30) calendar days after the written notice is postmarked, whichever is later.
  2. Non-appropriation. Notwithstanding any provision of this agreement to the contrary, this agreement may be terminated or suspended by either party in the event sufficient funds from the county, state, or federal sources are not appropriated, obtained, or continued at least at the level relied on for the performance of this agreement; and the non-appropriation of funds did not result from any act of bad faith on the part of the board. In the event of such termination or suspension, Contractor shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed.
  3. Contractor Default.
    - a. Notwithstanding any provision in this agreement to the contrary, this Agreement may be terminated by County if County determines:
      - i. Contractor made material misrepresentations to the County;
      - ii. Contractor failed or will fail to fulfill any material provision of this Agreement. Contractor shall make every reasonable effort to maintain staff, facilities, and equipment to deliver services pursuant to this Agreement. Contractor shall notify the County in writing whenever the

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Contractor is unable to, or reasonably believes it is going to be unable to, render the agreed upon quality and/or quantity or services. Such notice shall be made by regular U.S. mail, or personal delivery to the Authorized Representative of the other party as defined in section II (G) (4). of this agreement. Upon such notice the County shall determine whether such inability requires a modification or termination of this Agreement.

- iii. Contractor made changes in policy or staff which, in the sole discretion of the County compromise the quality of services rendered;
- b. Written Notice of Default. Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Agreement under which the default, failure, or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events, or failure constituting the default and cure period. Notice of default shall be made by regular U.S. mail, or personal delivery to the Authorized Representative of the other party as defined in section II (G) (4) of this agreement.
- c. Cure Period. If the party in default fails to cure the specified circumstances as described by the Notice of Default within thirty (30) days, or such additional time as may be specified in the Notice of Default or under the terms of this Agreement, then the whole or any part of this Agreement may be terminated by written Notice of Termination.
- d. Withholding of Payment. Notwithstanding any other provision of this Agreement the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is given, until the default is excused or cured, or the Agreement is terminated.
- 4. Written Notice of Termination. Notice of termination shall be made by certified mail, receipt requested or personal delivery to the Authorized Representative of the party. For the purpose of written notices of default or termination, the Authorized Representative or Agreement Manager of the County shall be Social Services Supervisor Barbara Schmidt or his/her successor, and the Authorized Representative of the Contractor shall be Jode Freyholtz-London or his/her successor.
- 5. Duties of Contractor upon Termination. Upon delivery of the Notice of Termination, and except as otherwise provided, the Contractor shall:
  - a. Discontinue performance of this Agreement on the date and to the extent specified in the Notice of Termination;
  - b. Complete performance of such terms as shall not have been canceled by the Notice of Termination;
  - c. Return all Pine County property in their possession within seven (7) calendar days to the extent that it relates to the performance canceled by the Notice of Termination.

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6. Duties of County upon Termination. Upon delivery of the Notice of Termination, and except as otherwise provided, the Board:
  - a. Shall make, within thirty (30) calendar days of receiving final bill pursuant to section II (G) (7) (b) of this agreement, final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Agreement.
  - b. Shall not be liable for any services provided after Notice of Termination, except as stated above or as authorized by the County in writing.
7. Effect of Termination.
  - a. Liability and Rights. Termination of this Agreement shall not discharge any liability, responsibility or right of any party which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination. Nor shall termination discharge any obligation which by its nature would survive after the date of termination, including by way of illustration only and not limited to, standard assurances contained in the Agreement.
  - b. Billable Service. Services rendered in accordance with this Agreement after receipt of a notice of termination, but prior to the termination date, may be billed by Contractor, if billed no more than thirty (30) days after the termination date.
  - c. Service Delivery. Unless the County directs otherwise, Contractor shall continue to provide services in accordance with this Agreement until the termination date. Contractor shall not render any services on or after the termination date.

H. Disputes, Rights, Remedies and Waivers.

1. Disputes
  - a. Agreement Manager Authority. Except as otherwise provided in this Agreement or applicable law, any dispute concerning a question of fact arising under this Agreement which is not disposed of by negotiation and agreement shall be decided by the Agreement Manager, who shall reduce the decision to writing and provide a copy of such to the Contractor. The Agreement Manager shall be the Pine County HHS Adult Mental Health Supervisor. The decision of the Agreement Manager shall be final and conclusive unless within thirty (30) calendar days from the date of receipt of such copy Contractor shall make written request for reconsideration to the Pine County HHS Director. Pending reconsideration by the Director under this Agreement, Contractor shall proceed diligently with the performance of this Agreement in accordance with the Agreement Manager's decision.
  - b. Director's Review, Reconsideration and Final Decision. Within thirty (30) calendar days after receiving a request for reconsideration, the Pine County HHS Director or designee (but not the Agreement Manager) shall conduct a

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review of the question giving rise to the dispute and give reconsideration to the decision of the Agreement Manager. In connection with such review and reconsideration, Contractor shall be afforded an opportunity to be heard.

- c. Upon completion of such review, the HHS Director shall reduce the decision made upon reconsideration to writing and provide a copy thereof to Contractor and the Agreement Manager. The decision(s) of the Director after reconsideration shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.
  - d. Rights Cumulative. All remedies available to either party under the terms of this Agreement or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
  - e. Waiver. A waiver regarding any default shall not constitute a waiver for any subsequent default. A waiver regarding any breach of any provision of this Agreement shall not be construed as a modification of the terms of the Agreement.
- I. Modifications. Any material change, alteration, or other modification of this Agreement shall not take effect until after said modifications is reduced to a written addendum to this Agreement and signed by all parties.
- J. Data Privacy.
- 1. All data collected, received, maintained, created, or disseminated, or used for any purpose in the course of Contractor's performance of this Agreement shall be governed by: the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, hereafter referred to as "the Act", any other Minnesota Statute and Minnesota Rules implementing the Act now in force or hereafter adopted, and, applicable federal laws and regulations on data privacy. Contractor agrees to strictly abide by the Act, other applicable Statutes, Rules, regulations and policies governing data practices as they are now and as they may be amended.
- K. Entire Agreement. With respect to the services stated in this Agreement, the Agreement represents the entire agreement between Contractor and County, and supersedes all previous agreements between the parties, as well as any written agreements or Agreements presently in effect.
- L. Signing Authority. The person executing this Agreement on behalf of a party to this Agreement represents and warrants that they are duly authorized by that party to do so, and that his Agreement is a valid and binding obligation of that party.
- M. Contractor Debarment. The person executing this Agreement on behalf of Contractor does certify that Contractor and its Principals:

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1. Are not presently debarred, suspended, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local government department or agency;
2. Have not within a three-year period preceding this Agreement: a) been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining or performing a public agreement, b) violated any federal or state antitrust statutes, or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by any governmental agency for: a) the commission of fraud or a criminal offense in connection with obtaining or performing a public agreement, b) the violation of any federal or state antitrust statutes, or c) committing embezzlement, theft, bribery, falsification of records, making false statements or receiving stolen property; and
4. Shall immediately give written notice to the Agreement Manager should Contractor or any of its Principals come under investigation for allegations of any of the following.

For the purpose of this Paragraph N., the term "Principals" means officers, directors, owners, partners and persons having primary management or supervisory responsibilities within a business entity.

- N. Extension Clause. The parties further understand and agree that this agreement may be extended for an additional period up to 12 months from the end date of this Agreement in the event that a new agreement between the parties is desired but not entered into prior to the expiration date contained in this Agreement.
- O. Survival Clause. Any section of this Agreement that by its terms contemplates or requires continuing effect following termination of this Agreement shall survive such termination. Specifically, and without limitation, Section II (K).

III. **Non-Discrimination.** During the performance of this Agreement, Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination. Such action shall include, but not be limited to the following, employment; upgrading; demotion or transfer; recruitment or recruitment training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices, notices which set forth the provisions of this nondiscrimination clause.

Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, marital status, or public assistance status.



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No funds received under this Agreement shall be used to provide religious or sectarian training or services.

Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

- A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. §2000e, et seq. which prohibits discrimination in employment because of race, color, religion, sex, or national origin.
- B. Civil Rights Act of 1964, Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.
- C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. §701, et seq. and 45 C.F.R. 84.3 (j) and (k) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to, or participation in, federally-funded services or employment.
- D. The Age Discrimination in Employment Act of 1967, as amended, and Minn. Stat. §181.81, which generally prohibits discrimination because of age.
- E. The Equal Pay Act of 1963, as amended, 29 U.S.C. §206(d) and Minn. Stat §181.66 and §181.71, which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.
- F. Minnesota Statute Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age. Contractor shall provide a current certificate of compliance issued by the Commissioner of Human Rights pursuant to Minnesota Statute §363A.36, if applicable.
- G. Minnesota Statute §181.59, which prohibits discrimination against any person by reason of race, creed, color in any state or political subdivision agreement for materials, supplies or construction: Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the agreement.
- H. The Job Training Partnership Act of 1982, as amended and JTPA regulations which prohibit discrimination under any program funded in whole or in part with JTPA funds because of race, color, religion, sex, national origin, age, handicap, sexual orientation or political affiliation or beliefs. Although certain restrictions apply, generally persons cannot be denied participation in a JTPA simply because of their citizenship.
- I. In fulfilling its duties and responsibilities under this agreement, Contractor shall comply with the Americans With Disabilities Act of 1990, Pub. L. 101-336, U.S.C.A. 12101, et.seq. and regulations promulgated thereto.

IV. **Records Disclosure/Audit/Retention.** Contractor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor for a minimum of six (6) years, pursuant to Minnesota Statute §16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized

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representative, if federal funds are used for any work under this Agreement. Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

Contractor shall also comply with the following financial requirements:

- A. Use pre-numbered accounting documents for internal control over receipts, checks, and other related documents;
- B. Segregate responsibilities: i.e. the person reconciling the bank statements shall not be the same person that issues the checks or handles receipting of cash;
- C. Provide a statement indicating who is authorized to sign checks and checks shall not be signed by a signature stamp;
- D. Reconcile bank statements on a monthly basis;
- E. Provide annual verification of paid payroll taxes, unemployment taxes, and worker's compensation taxes; and,
- F. Annually submit an audited financial statement with a corresponding management letter.

V. **Workers Health, Safety and Training.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under the Agreement. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Agreement. Contractor shall ensure that all personnel Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks the personnel are engaged in under this Agreement. Contractor shall comply with the "Occupational Safety and Health Act" and the "Employee Right to Know Act", Minn. Stat. §182.65, et seq. where applicable.

VI. **Appeals.** Contractor shall assist the County in complying with the provisions of Minn. Stat. §256.045, Administrative and Judicial Review of Human Service Matter.

VII. **Reporting.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act," Minn. Stat. §260E, as amended, and the "Vulnerable Adult Reporting Act," Minn. Stat. §626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

VIII. **Third Party Beneficiary.** Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third party beneficiary, is an affected party under this Agreement. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including but not limited to, rescission, damages or specific performance of all or any part of the Agreement between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to, and may recover from Contractor, reasonable attorney's fees and cost and disbursements associated with any action taken under the paragraph that is successfully maintained. This provision

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shall not be construed to limit the rights of any party of the Agreement or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. §245.466, subdivision 3; Minn. R. 9525.1870, subdivision 2).

IX. **Psychotherapist.** Contractor has and shall continue to comply with the provisions of Minn. Stat. 604.20, et. seq., as amended, with regard to any currently or formerly employed psychotherapist and/or applicants for psychotherapist positions.

X. **Independent Contractor Status.** It is agreed by and between the parties to this agreement that at all times and for all purposes hereunder, Contractor is an independent contractor and not an employee of County. No statement contained in this agreement shall be construed so as to find Contractor to be an employee of County, and Contractor shall be entitled to none of the rights, privileges, or benefits of county employees except as otherwise may be stated herein.

XI. **Indemnification and Liability.** Contractor shall indemnify, hold harmless and defend the County of Pine, its officers, agents, commissioners, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers, agents, commissioners, and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of:

- A. Any negligent or willful act of omission of Contractor, its agents, servants, officers, subcontractors, assignees, or employees, in the execution, performance, or failure to adequately perform Contractor's obligations pursuant to this Agreement which causes bodily injury, death, personal injury, property loss or damage to another; or
- B. Bodily or personal injury, death, or property loss or damage to any applicant or eligible recipient either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by Contractor, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by Contractor or any officer, agent, subcontractor, assignee, or employee thereof; or
- C. Any applicant or eligible recipient causing injury to, or damage to the property of another person during any time when Contractor or any officer, agent, subcontractor, assignee, or employee thereof has undertaken or is furnished the care and services called for under this Agreement; or
- D. Any claim or cause of action in equity or for damages arising out of employment or alleged employment by Contractor or discrimination in Contractor's employment practices.
- E. It is understood and agreed that the County's liability shall be limited by the provisions of Minnesota Statute Ch. 466 (Tort Liability, Political Subdivision) or other applicable law.

XII. **Insurance Requirements.** Contractor further agrees that in order to protect itself as well as the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force the following insurance protection in the limits specified:

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- A. A general liability insurance policy, written on an Occurrence basis, with limits for Bodily Injury and Property Damage in an amount not less than \$1,500,000 for each occurrence, \$1,500,000 Personal Injury and Advertising Injury for each occurrence, \$3,000,000 Aggregate limit for Product Liability and Completed Operations liability claims and \$3,000,000 Aggregate for any number of claims. Such policy shall include contractual liability coverage protecting the County, its commissions, officers, agents, and employees by specific endorsement or certificate acknowledging the agreement between Contractor and County, naming the County as an additional insured.
- B. An Automobile liability insurance policy, if applicable, written on an Occurrence basis, in an amount not less than \$1,500,000 per accident for property damage and \$500,000 for bodily injury and/or damages to any one person or a combined single limit of \$1,500,000 for total bodily injuries and/or damages from any one occurrence, covering Contractor-owned, and non-owned and hired vehicles used regularly in the provision of services under this agreement. Such policy shall include the County, its commissioners, officers, agents, and employees as additional insureds.
- C. A Worker's Compensation insurance policy with limits as required by Minnesota statute section 176.182 including Employees Liability coverage with limits not less than \$100,000 each accident, for Bodily Injury by Accident, \$100,000 each employee for Bodily Injury by disease and a \$500,000 total policy limit for Bodily Injury by Disease.
- D. An umbrella or excess liability policy, written on an occurrence basis, may be used in conjunction with primary coverage limits to meet the above requirements. Such policy shall include the County, its commissioners, officers, agents, and employees as additional insureds.
- E. All Insurance shall be placed with insurers with a current A.M. Best Rating of no less than A: VII.
- F. Unemployment Compensation Insurance as required by law.
- G. Prior to the effective date of this agreement and before work commences, Contractor shall provide evidence of all required coverage by furnishing an original Certificate of Insurance to the appropriate County Representative. Such Certificate shall be signed by a person authorized by the insurer to bind coverage, and shall provide a minimum of 60 days advance written notice of intent to cancel, suspend or reduce coverage.
- H. The County may withhold payments for failure of Contractor to furnish proof of insurance coverage or to comply with the insurance requirements as stated above.

XIII. **Non-Assignment and Subcontractor.** Contractor shall not enter into any subcontract for performance under this agreement nor assign any interest in this agreement without the prior written approval of Pine County and subject to such conditions and provisions as Pine County may deem necessary. Contractor shall be responsible for the performance of all subcontractors under this agreement.

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XIV. **Conflict of Interest.** Contractor guarantees that no officer, employee, owner, agent, subcontractor, or assignee shall have any interest in and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with performance of this agreement.

XV. **Income Tax Withholding Certificate.** Pursuant to Minnesota Statute §270C.66, final payment under this agreement will be withheld until Contractor furnishes the County with proof that payments have been made of all outstanding withholding taxes, penalties and interests. Proof shall be in the form of a certificate issued by the Commissioner of Revenue.

XVI. **Personnel (Employees and Subcontractors) of the Contractor.** Contractor shall not be an individual, employ or subcontract with an individual, or use as a volunteer an individual who:

- A. Has a conviction of, has admitted to, has an adjudication of delinquency for, has been charged with, is awaiting trial for, or there is substantial evidence indicating that the individual has committed:
  - 1. An act of physical abuse or sexual abuse as defined in Minnesota Statute §260E (Reporting of Maltreatment of Minors); and/or
  - 2. An act of abuse as defined in Minnesota Statute §626.5572 (Reporting of Maltreatment of Vulnerable Adults).
- B. Has a conviction of, has admitted to, has an adjudication of delinquency for, has been charged with, is awaiting trial for, or a preponderance of the evidence indicates that the individual has committed:
  - 1. Neglect as defined in Minnesota Statute §260E or §626.5572 or abuse that is non-therapeutic conduct or illegal use of person or property as defined in Minnesota Statute §626.5572.

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IN WITNESS WHEREOF, County and Contractor have executed this Agreement.

COUNTY OF PINE  
STATE OF MINNESOTA

AGREEMENTOR

BY: \_\_\_\_\_  
**Terry Lovgren, Vice Chair**  
Chairperson of the County Board

BY: \_\_\_\_\_  
Jode Freyholtz-London  
Executive Director, Wellness In the Woods

DATED: January 17, 2023

DATED: \_\_\_\_\_

ATTESTED TO:

BY: \_\_\_\_\_  
**David J. Minke**  
County Administrator

DATED: January 17, 2023

APPROVED AS TO FORM AND EXECUTION:

\_\_\_\_\_  
**Reese Frederickson**  
Pine County Attorney

\_\_\_\_\_  
Date



## AGENDA REQUEST FORM

Date of Meeting: 01-17-23



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐

Personnel Committee



Other \_\_\_\_\_

Agenda Item: Criminal justice data communication network Joint Powers Agreement

Department: Sheriff

  
Department Head signature

### Background information on Item:

The County needs to have an agreement in place with the state to access the Criminal Justice Data Communications Network for the County Attorney's office and the Sheriff's Office. The current joint powers agreement is expiring. This new agreement is for a five year term.

### Action Requested:

Approve and sign the agreement. Enact a resolution approving the agreement.

### Financial Impact:

None, it is within the budget.

2023-02

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF PINE ON  
BEHALF OF ITS COUNTY ATTORNEY AND SHERIFF**

WHEREAS, the County of Pine on behalf of its County Attorney and Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Pine County, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Pine on behalf of its County Attorney and Sheriff are hereby approved.
2. That Sheriff, Jeff Nelson, or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
3. That the Pine County Attorney Reese Frederickson or his successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
4. That Stephen M. Hallan, the Chair of the County of Pine, and David J. Minke, the Pine County Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the County Board of Commissioners on this 17th day of January, 2023.

COUNTY OF PINE

\_\_\_\_\_  
By: Stephen M. Hallan  
Its Board Chair

**Terry Lovgren,**  
**Its Vice-Chair**

ATTEST:

\_\_\_\_\_  
By: David J. Minke  
Its Administrator





# State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Pine on behalf of its Sheriff's Office ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

## Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

## Agreement

### 1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

### 2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

  - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
  - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
  - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
  - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

### **3 Payment**

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent annually for a total annual cost of Three Thousand Four Hundred Eighty Dollars (\$3,480.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is the person below, or her successor:

Name: Dana Gotz, Deputy Superintendent  
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension  
1430 Maryland Avenue  
Saint Paul, MN 55106

Telephone: 651.793.1007  
Email Address: [Dana.Gotz@state.mn.us](mailto:Dana.Gotz@state.mn.us)

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Jeff Nelson, Sheriff  
Address: 635 Northridge Dr NW, Ste 100  
Pine City, MN 55063-1409  
Telephone: 320.629.8380  
Email Address: [Jeffrey.Nelson@co.pine.mn.us](mailto:Jeffrey.Nelson@co.pine.mn.us)

## 5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

## 7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## **8 Government Data Practices**

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## **9 Investigation of Alleged Violations; Sanctions**

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**  
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**  
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and

the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

**9.3.2** Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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***The Parties indicate their agreement and authority to execute this Agreement by signing below.***

**1. GOVERNMENTAL UNIT**

Name: Terry Lovgren  
(PRINTED)

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

Title: Vice-Chair, County Board of Commissioners  
(with delegated authority)

Date: January 17, 2023

Name: David J. Minke  
(PRINTED)

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

Title: County Administrator  
(with delegated authority)

Date: January 17, 2023

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

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

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

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

**3. COMMISSIONER OF ADMINISTRATION**

As delegated to the Office of State Procurement

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

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

# **COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT**

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the County of Pine on behalf of its Sheriff’s Office (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

## **Recitals**

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 217367, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.



a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

**7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

**a. Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

**b. Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

**c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, 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. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

**11.** [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.



### 1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Terry Lovgren  
(PRINTED)

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

Title: Vice-Chair  
(with delegated authority)

Date: January 17, 2023

Name: David J. Minke  
(PRINTED)

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

Title: County Administrator  
(with delegated authority)

Date: January 17, 2023

### 2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: \_\_\_\_\_  
(PRINTED)

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

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

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

### 3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

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

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

### 4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

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

Title: \_\_\_\_\_  
(with authorized authority)

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



## AGENDA REQUEST FORM

**Date of Meeting: January 17, 2023**

☒ **County Board**

☒ **Consent Agenda**

☐ **Regular Agenda**      5 mins. \_\_\_\_ 10 mins. \_\_\_\_ 15 mins. \_\_\_\_ Other \_\_\_\_

☐ **Personnel Committee**

☐ **Other** \_\_\_\_\_

**Agenda Item:** Appoint Technical Representative to the Kettle and Upper St. Croix 1W1P

**Department:** Administration

\_\_\_\_\_  
**Department Head signature**

### **Background information on Item:**

In 2021 Pine County entered into an agreement to develop a One Watershed One Plan for the Kettle and Upper St. Croix watershed. Section 6 of the agreement provides for the appointment of a policy committee member and a technical representative. At the January 3, 2023 board meeting Commissioner Ludwig was appointed to the policy committee. Due to an oversight, no one was recommended for appointment as the technical representative.

### **Action Requested:**

Appoint Land and Resources Manager Caleb Anderson as the county's technical representative to the Kettle and Upper St. Croix 1W1P.

### **Financial Impact:**



## AGENDA REQUEST FORM

Date of Meeting: January 17th, 2023



County Board



Consent Agenda



Regular Agenda

5 mins.



10 mins.



15 mins.



Other



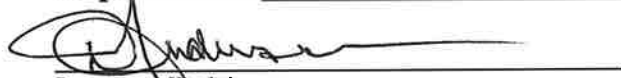
Personnel Committee



Other \_\_\_\_\_

Agenda Item: Full time Deputy Position

Department: Pine County Sheriff's Office

  
Department Head signature

### Background information on Item:

Samuel McGregor has accepted the position of Full time Deputy.

McGregor's effective employment date will be January 30th, 2023 at \$27.19, Grade 10, Step 1.

### Action Requested:

The Pine County Sheriff's Office respectfully requests the County Board to approve Samuel McGregor for the Full-time Deputy position.

### Financial Impact:

This position is budgeted for 2023.



## AGENDA REQUEST FORM

Date of Meeting: January 17, 2023

- ☒ **County Board**  
☒ **Consent Agenda**  
☐ **Regular Agenda**      5 mins. \_\_\_ 10 mins. \_\_\_ 15 mins. \_\_\_ Other \_\_\_
- ☐ **Personnel Committee**
- ☐ **Other** \_\_\_\_\_

Agenda Item: Clerk III

Department: Assessor

Lorri L. Houtsma

Department Head Signature

### Background information on Item:

On January 6, 2023, interviews were conducted with six (6) candidates for the Clerk III's position in the Assessor's office. The interview panel consisted of County Assessor/Recorder Lorri Houtsma, Deputy Assessor Troy Stewart and Human Resources Generalist Jessica Blesener.

Brenda Belland proved to be the most qualified candidate through this process and has accepted an offer contingent upon board approval. This position is a full-time (37.5 hours/week), non-exempt AFSME Courthouse union position.

### Action Requested:

Consider the hiring of Brenda Belland for the Clerk III position in the Assessor's office (Grade 4, Step 1 - \$18.60 per hour) effective January 30, 2023, pending a successful background check.

### Financial Impact:

The position is within the 2023 budget.

**PINE COUNTY PERSONNEL COMMITTEE**  
**January 9, 2023 – 1:00 p.m.**  
**Board Room, Pine City Courthouse**  
**Pine City, Minnesota**

Members present: Commissioner Matt Ludwig and Commissioner Steve Hallan (alternate).

Members absent: Josh Mohr absent-excused.

Others present: County Administrator David Minke, County Attorney Reese Frederickson, County Sheriff Jeff Nelson, Sheriff Office Supervisor Denise Anderson, IT Manager Ryan Findell, Health and Human Services Director Becky Foss, Jail Administrator Rod Williamson, Economic Development Coordinator Lezlie Sauter, Human Resources Generalist Jen Frederickson, CivicBrand Founder Ryan Short, CivicBrand Senior Strategist Brisa Byford.

1. Commissioner Ludwig called the meeting to order at 1:00 p.m.
2. **Motion** by Commissioner Hallan to approve the Minutes of the December 12, 2022, Personnel Committee meeting. Second by Commissioner Ludwig. Motion carried 2-0.
3. **Motion** by Commissioner Hallan to approve the January 9, 2023 agenda. Second by Commissioner Ludwig. Motion carried 2-0.
4. Health and Human Services
  - a. Health and Human Services Directory Becky Foss announced the resignation of Eligibility Worker Andrea Norberg, effective December 16, 2022, and requested approval to backfill the position and subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 6 with a minimum starting wage of \$20.90/hour and is contained in the 2023 Health and Human Services budget.

**Motion** by Commissioner Ludwig to acknowledge the resignation of Eligibility Worker Andrea Norberg, effective December 16, 2022, and approved backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 6 with a minimum starting wage of \$20.90/hour and is contained in the 2023 Human Services budget. Second by Commissioner Hallan. Motion carried 2-0.
5. Sheriff's Office
  - a. County Sheriff Jeff Nelson announced the resignation of Deputy Troy Griffith, effective January 14, 2023, and requested approval to backfill the position and subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 10 with a minimum starting wage of \$27.19/hour and is contained in the 2023 Sheriff's Office budget.

**Motion** by Commissioner Hallan to acknowledge the resignation of Deputy Troy Griffith, effective January 14, 2023, and approved backfill of the position and any subsequent

vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 10 with a minimum starting salary of \$27.19/hour and is contained in the 2023 Sheriff's Office budget. Second by Commissioner Ludwig. Motion carried 2-0.

6. Sheriff's Office – Dispatch

Sheriff Office Supervisor Denise Anderson announced the following staffing changes:

- a. resignation of part-time probationary Dispatcher Joshua Gusk, effective December 15, 2022
- b. resignation of full-time probationary Dispatcher Tanya Kessler, effective January 3, 2023

Request was made to backfill the positions and subsequent vacancies that may occur due to internal promotion or lateral transfer. The positions are Grade 7 with a minimum starting wage of \$23.16/hour and are contained in the 2023 Dispatch budget.

**Motion** by Commissioner Hallan to acknowledge the resignation of part-time probationary Dispatcher Joshua Gusk, effective December 15, 2022, and full-time probationary Dispatcher Tanya Kessler, effective January 3, 2023, and approve backfill of the positions and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The positions are Grade 7 with a minimum starting wage of \$23.16/hour and are contained in the 2023 Dispatch budget. Second by Commissioner Ludwig. Motion carried 2-0.

7. Sheriff's Office – Jail

- a. Jail Administrator Rodney Williamson announced the termination of part-time probationary Corrections Officer Tyler Kehn, effective November 9, 2022, and requested approval to backfill the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 7 with a minimum starting wage of \$23.16/hour and is contained in the 2023 Corrections budget.

**Motion** by Commissioner Ludwig to ratify the termination of part-time, probationary Corrections Officer Tyler Kehn, effective November 9, 2022, and approved backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 7 with a minimum starting wage of \$23.16/hour and is contained in the 2023 Corrections budget. Second by Commissioner Hallan. Motion carried 2-0.

- b. Jail Administrator Rodney Williamson announced the resignation of Corrections Officer Kyle Miller, effective January 12, 2023, and requested approval to backfill the position and subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 7 with a minimum starting wage of \$23.16/hour and is contained in the 2023 Corrections budget.

**Motion** by Commissioner Ludwig to acknowledge the resignation of Corrections Officer Kyle Miller, effective January 12, 2023, and approved backfill of the position and any subsequent vacancies that may occur due to internal promotion or lateral transfer. The position is a Grade 7 with a minimum starting wage of \$23.16/hour and is contained in the 2023 Corrections budget. Second by Commissioner Hallan. Motion carried 2-0.

8. Marketing / Branding Plan Update

Senior Strategist Brisa Byford and Founder Ryan Short from CivicBrand presented an overview of their agency and the Pine County Branding process. They detailed how branding goes beyond marketing to encompass a community's people, businesses, organizations, topography, culture, and more to create shared identities and goals benefiting citizens, the economy, and quality of life. The timeline and Personnel Committee involvement was reviewed along with a larger discussion on what success would look like for the group, county, and community. It is anticipated that the process will take approximately seven months.

9. With no further business, the meeting was adjourned at 1:55 p.m.



## AGENDA REQUEST FORM

Date of Meeting: 1/17/2023



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐☐

Personnel Committee

☐

Other \_\_\_\_\_

Agenda Item: Consider reappointment of Mindy Sandell as CVSO

Department: VSO

Rebecca Foss

Department Head signature

### Background information on Item:

MN Statute 197.60 provides for the appointment of the County Veterans Service Officer every four years. Mindy was initially appointed to the CVSO on February 5, 2019.

### Action Requested:

Appoint Mindy Sandell as the County Veterans Service Officer for a second four-year term effective February 5, 2023.

### Financial Impact:





## AGENDA REQUEST FORM

Date of Meeting: January 17, 2023

- ☒ **County Board**  
☐ **Consent Agenda**  
☒ **Regular Agenda**      5 mins. \_\_\_ 10 mins. x 15 mins. \_\_\_ Other \_\_\_
- ☐ **Personnel Committee**
- ☐ **Other** \_\_\_\_\_

Agenda Item: Pine County Residential Recycling Contract

Department: Solid Waste

Caleb Anderson  
Department Head signature

### Background information on Item:

In December, Pine County was notified by its recycling contractor, Cloquet Riverside Recycling, that they did not desire to renew the recycling contract for 2023 at the compensation rate specified in the contract due to the collapse of the cardboard recycling market. The Solid Waste Department then invited all licensed solid waste haulers in Pine County to submit quotes for service in 2023. Based on the single response, the Department recommends the County Board to enter a new contract with Cloquet Riverside Recycling commencing 2/1/2023 and expiring 12/31/2027.

The proposal from Cloquet Riverside Recycling was \$10,000/month (\$120,000 annually), which is an increase of \$2,656.75/month (\$31,881 annually) over the former contract, had it been renewed. Because of this cost increase, the submitted quote provides an option eliminate the collection site in Bruno, while retaining the sites in Pine City, Hinckley, Sandstone, and Willow River. Eliminating Bruno would reduce the overall contract by \$2,800 per month (\$33,600 annually). The Bruno site is the only unattended site, has a significant amount of garbage, and collects the least amount of recyclable material.

The draft contract provides an annual compensation increase based on the Consumer Price Index. The contract has been reviewed by the Pine County Attorney.

### Action Requested:

- 1.) Consider whether the County intends to include the Bruno collection site in its recycling program at the quoted cost of \$2,800/month (\$33,600 annually).
- 2.) Authorize the County Board Chair and County Administrator to sign the 2023-2027 contract accordingly.

### Financial Impact:

The contract would be within the 2023 budget if executed without the Bruno site and \$31,881 over budget if executed with the Bruno site.

## PINE COUNTY RECYCLING PROGRAM

### CONTRACT

This Recycling Program Contract (“Contract”) is made by and between Pine County (“County”) and Cloquet Riverside Recycling, Inc (“Recycler”), PO Box 613, Carlton Minnesota 55718.

WHEREAS, the County has the responsibility of providing recycling programs for the County to minimize the amount of waste which requires disposal in the sanitary landfill serving the County per Minnesota Statutes section 115A.551; and

WHEREAS, the County has located recycling centers for the collection of source separated recyclable materials from waste generators throughout the County; and

WHEREAS, this Contract is made for the purpose of setting forth the terms and conditions under which the Recycler will collect, process, and market recyclable materials received at the County’s recycling sheds.

THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the parties hereto agree as follows:

#### ARTICLE I. TERMS

This Contract shall commence February 1, 2023 and shall continue until December 31, 2027, unless earlier terminated pursuant to Article IX.I.

#### ARTICLE II. DEFINITIONS

A. Processing and Marketing of Recyclable Materials is the process of physically

preparing the recyclable materials, to meet the end-use market specifications and shipping requirements, identifying and contracting with a market to accept the materials, and prepare and arrange for shipping the recyclable materials to the end-use market.

- B. Recycling Equipment is defined as the balers, conveyers, transport vehicles/trailers, floor scales bins, forklifts jack pallets, and material handling equipment necessary to process and market Recyclable Materials.
- C. Recycling Facility is the Cloquet Riverside Recycling building located at 1103 Industry Avenue, Cloquet, MN 55720 for the operation of the recycling center.
- D. Recyclable Materials are defined as office paper, newspaper, box board, cardboard, glass (green, brown, clear), bi-metal cans, tin cans, steel cans, aluminum cans, and rigid plastic containers (2 gal or smaller), which are separated from the mixed municipal solid waste at the source of generation and deposited by the generator at the County's recycling sheds.
- E. Recycling Sheds is defined as those facilities which the County provides and maintains at various locations in the County as specified in Attachment 1.

### ARTICLE III. REPRESENTATIONS

- A. Recycler Representations
  - 1. The Recycler is a Corporation qualified to do business under the laws of Minnesota.
  - 2. The Recycler has full power and authority to execute the Contract and such execution constitutes a binding legal obligation of the Recycler that is fully enforceable in accordance with its terms and conditions.
  - 3. The execution of the Contract does not conflict with any other agreement, indenture or any other instrument to which the Recycler is a party.

B. County Representations

1. The execution of this Contract by the Chairman of the Pine County Board of Commissioners has been duly authorized and approved by the County Board of Commissioners, and no other authorizations, approvals, or consents are required for this Contract to constitute a binding and enforceable legal obligation of the County.
2. The execution of the Contract does not conflict with any other agreement, indenture or any other instrument to which the County is a party.

ARTICLE IV: COMPLIANCE WITH REGULATORY REQUIREMENTS

- A. The Recycler shall at all times operate its business of collecting, transporting and marketing of recyclable materials in compliance with all applicable local, state, and federal laws, rules, regulations and ordinances.
- B. The Recycler shall obtain and maintain all necessary licenses, permits and other authorizations required to provide the services identified in this Contract.

ARTICLE V: OPERATIONS

- A. The Recycler agrees to collect, process, and recycle all recyclable materials the recycling centers listed in Attachment 1. The Recycler shall be responsible for the costs associated with the maintenance and repair of the recycling equipment utilized in the collection and processing of recyclable materials excluding the Cardboard Dumpsters and Recycle Sheds.
- B. The County shall provide garbage dumpsters and be responsible for all costs of all solid waste illegally dropped off at all locations in Attachment 1. The Recycler will remove all solid waste and non-accepted materials from all sheds and recycling dumpsters and is authorized to dispose of the solid waste in the garbage dumpsters provided by the County.

- C. The Recycler agrees to furnish all recycling containers and dumpsters, with the exception of the existing Cardboard Dumpsters and recycling sheds, necessary for collection of recyclable materials at the locations listed in Attachment One. The Recycler shall provide adequate dumpsters to accommodate the service schedule of Attachment One, with the exception of holidays and other extenuating circumstances.
- D. The Recycler agrees to deliver all recyclable materials to an end-use market, unless otherwise approved by the County.
- E. The Recycler agrees to provide an annual report to the County specifying: the pounds of recyclables collected and processed from all of Recycler's operations within the County no later than March 1 each year. This report shall list the quantities by weight and/or volume collected of each type of recyclable material (e.g., plastics, glass, paper, etc.) and the name of end-market for processed materials.
- F. The Recycler agrees to allow duly authorized representatives of the County access to the records maintained pursuant to Article V.E., for the purpose of verifying compliance with the terms and conditions of this Contract.
- G. The County shall maintain the existing recycling sheds.

#### ARTICLE VI: PAYMENT PROCEDURES

- A. During the term of this Contract, the Recycler will be paid by the County on a monthly basis, beginning on the 28<sup>th</sup> day of February, 2023 and payable on the last day of each month thereafter, a fee of \$\_\_\_\_\_per month for providing the collection, processing, and marketing of recyclable materials from the recycling sheds and other collection sites consistent with the collection schedule as stated on Attachment 1.
- B. The monthly payment described in Article VI.A will be increased annually by a consumer price index percentage based upon the annual percentage increase for CIP-U, Midwest, all

items. The base monthly fee for 2023 will be \$\_\_\_\_\_. The base monthly fee for subsequent years (2024, 2025, 2026 and 2027) will be based upon the previous year's base monthly fee (i.e. the previous year's base monthly fee plus the previous CPI increase).

- C. Servicing of recycling containers, requested by the County, exceeding the schedule provided in Attachment 1, shall be compensated at a rate of \$500.00 for each pickup at each location. Billing for such events shall detail the date, location, and approximate yards collected.

## ARTICLE VII: DEFAULT AND REMEDIES

### A. Recycler Default

The following shall constitute defaults by the Recycler:

1. Failure to comply with all applicable laws, ordinances, rules and regulations relating to recycling;
2. Failure to maintain adequate records to verify the source, quantity and end-use of recyclable materials collected, processed, and marketed by the Recycler;
3. Failure to fulfill any of its material obligations under this Contract;
4. Transfer of any interest under this Contract, whether by subcontract, assignment or novation, without the approval of the County; and/or
5. Failure to collect recycling for two (2) consecutive weeks at recycling sheds.

### B. County Default

The following shall constitute a default by the County:

1. Failure to fulfill any of its material obligations under this Contract; and/or
2. Failure to pay, when due, any amounts required to be paid under this Contract.

### C. Notice of Default and Remedies

The Recycler and County agreed that in the case of a default, other than a payment default, under the terms of this Contract, the non-defaulting party shall provide notice of the default to the defaulting party in writing setting forth the specific default. The defaulting party shall cure the default within thirty (30) days following the giving of such notice. If the defaulting party fails to cure such default after such notice, the party giving the notice of default shall have the right, in addition to rights or remedies available by law, to terminate this Contract for cause set forth in Article IX, I.2.

The Recycler and County agree that in the case of a payment default under the terms of this Contract, the Recycler shall provide notice of the default to the County in writing setting forth the specific default. The County shall cure the payment default within ten (10) days following the giving of such notice. If the County fails to cure such payment default after notice, the Recycler shall have the right, in addition to rights or remedies available by law, to terminate this Contract for cause as set forth in Article IX, I.2.

#### ARTICLE VIII: HOLD HARMLESS/INDEMNIFICATION, INSURANCE

##### A. Hold Harmless/Indemnification by Recycler

The Recycler shall defend, indemnify and hold harmless the State of Minnesota, political subdivisions of the State, and their officials, employees, and agents with respect to any claims, demands, actions, damages, costs, and expenses, including reasonable attorney fees, resulting from any act, error or omission of the Recycler, its officials, employees, agents, or subcontractors at any level. However, the Recycler shall not be responsible for negligent acts, errors or omissions of the State of Minnesota, political subdivisions of the State, or their officials, employees, agents or other subcontractors.

The Recycler shall defend, indemnify and hold harmless the State of Minnesota, political subdivisions of the State, and their officials, employees and agents with respect to any claims, demands, actions, damages, costs and expenses, including any reasonable attorney fees, arising out of any pollution, environmental damage or adverse effects on the environment with respect to recyclable materials, after acceptance of the recyclable materials by, or while recyclable materials are in the possession of the Recycler, its officials, employees, agents or subcontractors at any level. However, the Recycler shall not be responsible for the negligent acts, errors or omissions of the State of Minnesota, political subdivisions of the State, or their officials, employees, agents of other subcontractors.

**B. Hold Harmless/Indemnification by County**

The County shall defend, indemnify and hold harmless the Recycler and its officers, employees, agents and subcontractors with respect to any claims, demands, actions, damages, costs and expenses, including reasonable attorney fees, resulting from any negligent acts, errors, or omissions of the State of Minnesota, political subdivisions of the State, the County or their officials, employees, agents or subcontractors at any level.

**C. Insurance**

The Recycler shall obtain and keep in force at all times during this Contract the following insurance policies:

1. Commercial general liability insurance with minimum limits of \$1,000,000.00 aggregate, \$1,000,000.00 products and completed operations aggregate, \$1,000,000.00 personal injury and advertising injury, \$1,000,000.00 each occurrence, \$1,000,000.00 fire damage limit and \$5,000.00 medical expense.



2. Comprehensive automobile liability insurance including owned, non-owned and hired vehicles with minimum limits of \$1,000,000.00 each person, \$1,000,000.00 each occurrence for bodily injury, \$1,000,000.00 each occurrence for property damage or a combined single limit of \$1,000,000.00.
3. Worker's compensation and employer's liability as required by State and Federal laws, with minimum limits of \$100,000.00 each accident for bodily injury, \$100,000.00 each employee for bodily injury by disease and a \$500,000.00 policy limit for bodily injury by disease. The Recycler shall provide the County original certificates of insurance, on which the County has been named as an additional insured, for the coverage required above within ten (10) days of signing the Contract, unless otherwise directed by the County. Certificates shall include a provision that the insurer shall give the County thirty (30) days cancellation notice of required policies.

#### ARTICLE IX: MISCELLANEOUS

##### A. Notice

All written notices required pursuant to this Contract shall be either hand delivered or mailed to the Recycler and the County at the following address or such other address as may be provided in writing to the other party from time to time:

County: David Minke – Pine County Administrator  
635 Northridge Drive NW, Suite 200  
Pine City, MN 55063

Recycler: Randy Crestik, President  
Cloquet Riverside Recycling  
PO Box 613  
Carlton, MN 55718

##### B. Relationship of the parties

For the purposes of this Contract, the Recycler shall be deemed to be an independent

contractor and not an employee of the County. The Recycler shall maintain, at its own expense, all equipment and personnel necessary to fulfill its obligations under this Contract. All agents, servants, or employees of the Recycler or other persons, while engaged in the performance of any work or services required to be performed by the County under this Contract shall not be considered employees of the County, and any and all claims that may or might arise on behalf of the County, its agents, servants or employees as a consequence of any act or omission on the part of the Recycler, its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the County. The Recycler, its agents, servants or employees shall be entitled to none of the rights, privileges or benefits of County employees except as otherwise may be herein stated.

C. Assignment

Prior to the assignment of any interest in the Contract or transfer of any interest in the same, whether by subcontract, assignment or novation, the Recycler or the County must provide written notice to the other party. Any assignment by Recycler is subject to the County's written approval which shall not be unreasonably withheld. The County reserves the right to assign any interest in the Contract to a duly established waste management district, joint powers board, or any other entity.

D. Survival of Representations and Warranties

The representatives, warranties, covenants and agreements of the parties under this Contract and the remedies of either party for the breach of such representations, warranties, covenants, and agreement by the other party shall survive the execution and term of this Contract.

E. Waiver

The waiver of any of the rights and/or remedies arising under the terms of the Contract on

any one occasion by any party hereto shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of the Contract. The rights and remedies provided or referred to under the terms of the Contract are cumulative and not mutually exclusive.

F. Entire Agreement

The Contract shall constitute the entire agreement between the parties and shall supersede all prior and oral and written negotiations.

G. Governing Law and Venue

The Contract shall be interpreted and construed according to the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Pine County, Minnesota.

H. Alteration Clause

Any alteration, modification, or waiver of the provisions of this Contract shall be valid only after it has been reduced to writing and duly signed by all parties.

I. Termination/Default

1. This Contract shall terminate, without cause, at either party's election upon either party giving three (3) months written notice to the other party pursuant to Article IX.A.
2. This Contract may be terminated for cause after notice by either party of a default as set forth in Article VII, for a breach of the terms of this Agreement as set forth in Article VII.

IN WITNESS THEREOF, the parties have caused this Contract to be executed as of the  
17th day of **January**, 2023, notwithstanding the date of the signatures of the  
parties.

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Stephen M. Hallan  
Pine County Board of Commissioners Chairman  
**Terry Lovgren, Vice-Chair, Pine County Board of Commissioners**

ATTEST:

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David J. Minke  
Pine County Administrator

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Reese Frederickson  
Pine County Attorney

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Randy Crestik, President, Cloquet Riverside Recycling

## Attachment 1

### Recycling Shed Locations and Collection Schedule

Facility	Location	Pick-Up Schedule
South Pine Transfer Station	17350 Henriette Rd, Pine City	2-3 times/week as necessary
Hinckley Transfer Station	33198 County Highway 61, Hinckley	2-3 times/week as necessary
Central Pine Recycling Center	145 Robin St, Sandstone	2-3 times/week as necessary
North Pine Transfer Station	85174 Highway 61, Willow River	2-3 times/week as necessary
Bruno Recycling Sheds	75856 Fleming Rd, Bruno	1-2 times/week as necessary

This schedule may change due to holidays, inclement weather, natural disasters, reasonable and customary fluctuations in scheduling, or other similar events.



# AGENDA REQUEST FORM

**Date of Meeting: January 17, 2023**

☒ **County Board**

☐ **Consent Agenda**

☒ **Regular Agenda**

5 mins. \_\_\_\_ 10 mins. \_\_\_\_ 15 mins. \_\_\_\_ Other \_\_\_\_

☐ **Personnel Committee**

☐ **Other** \_\_\_\_\_

**Agenda Item: Hometown Fiber – Professional Services Proposal**

**Department: Administration/Economic Development**

\_\_\_\_\_  
**Department Head signature**

## **Background information on Item:**

Pine County received a Community Development Block Grant – Coronavirus (CDBG-CV) award of \$3,743,390 to retrofit the homeless shelter (\$525,000), install broadband infrastructure (\$2,787,734) and administer the projects (\$430,656) in response to the COVID pandemic.

In June of 2022, the County Board selected SCI Broadband as the sole provider in the target area for broadband installation, which had to be an area with 51% of low-to-moderate income households, who lacked adequate broadband. SCI Broadband will construct, own and operate the broadband infrastructure, which is proposed to serve 9,780 households.

Pine County is required to certify to the State of Minnesota DEED that the project is completed in accordance with the grant requirements and meets the technical standards. Pine County lacks the technical expertise to provide the required oversight and ensure the construction meets the technical requirements.

Pine County sought professional services to provide field oversight of the broadband infrastructure installation and obtained a proposal from Hometown Fiber (HTF). HTF has experience with Pine County and is the firm that conducted the broadband assessment in 2021-22.

## **Action Requested:**

Approval to allow County Administrator David J. Minke to execute the service agreement with Hometown Fiber for construction administration services as outlined in the attached proposal, subject to review by County Attorney Reese Fredrickson.

## **Financial Impact:**

The costs for this contract will be paid from the administrative funds under the CDBG-CV grant



# HOMETOWN FIBER

## **PROFESSIONAL SERVICES PROPOSAL**

### **For PINE COUNTY**

December 30, 2022

Submitted by:

Marlena Pfeiffer

Broadband Consultant, Hometown Fiber

319.440.6786 | [marlena@yourhometownfiber.com](mailto:marlena@yourhometownfiber.com)

Submitted to:

Pine County

Lezlie Sauter

Economic Development Coordinator

[lezlie.sauter@co.pine.mn.us](mailto:lezlie.sauter@co.pine.mn.us)

320-591-0019

December 30, 2022

Lezlie,

Congratulations to you and Pine County for securing grant funding for your broadband future! It is with much excitement Hometown Fiber submits the following proposal for Construction Administration to oversee your upcoming project.

The key element of success for any large-scale project is to ensure the quality and timeliness of the project by having someone with expert knowledge manage the process.

Hometown Fiber will be proud to work as a liaison between Pine County officials, contractors and subcontractors providing expert knowledge, risk mitigation, timeliness, and quality assurance.

A full list of deliverables is included in the proposal.

After our services are retained, we will meet with county leaders to set and prioritize county goals, budgets and expectations. We will then solidify the build process, timelines, expectations and responsibilities.

Should you have any questions prior to retention feel free to contact me. I will be more than happy to do what I can help this process be as seamless as possible.

Regards,

A handwritten signature in cursive script that reads "Marlena Pfeiffer".

Marlena Pfeiffer

Broadband Consultant, Hometown Fiber

319.440.6786 | [marlena@yourhometownfiber.com](mailto:marlena@yourhometownfiber.com)





## About Us

### Hometown Fiber

Hometown Fiber is passionate about getting communities the internet service they need. For more than 30 years Hometown Fiber founder Kyle Moorhead, the company's lead on this project, worked closely with municipalities, federal courts, colleges and businesses to solve technology challenges—including the design, construction and maintenance of fiber optic networks. Kyle also worked with internet service providers to build, troubleshoot, repair and maintain thousands of miles of fiber optic, twisted pair, coaxial and wireless networks. Hometown Fiber tackles broadband challenges *from a community's perspective*.

### Project Contacts



**Kyle Moorhead**

President  
Hometown Fiber  
kyle@yourhometownfiber.com  
612-819-9077



**Marlena Pfeiffer**

Broadband Consultant  
Hometown Fiber  
marlena@yourhometownfiber.com  
319-440-6786



**Eileen Smith**

Vice President  
Hometown Fiber  
eileen@yourhometownfiber.com  
612-840-4554

## Construction Administration

Hometown Fiber will provide full construction administration services for the installation of fiber optic broadband in Pine County. This independent, expert oversight ensures the fiber network is built to Pine County's specifications and within the project timeline. The final step in this process tests and launches the network and verifies that it operates at full capacity by the March 1, 2024 deadline for using the federal funds.

### Deliverables

- Planning meeting to set expectations, goals, timelines and budget
- Review construction documents and plans with county officials, contractors/subcontractors to establish a shared understanding of goals, processes and expectations
- Manage project to ensure timelines and budgets are being adhered to
- Provide in-the-field quality checks of project, tracking resources and schedule
- Oversee network installation and set test points to establish and certify network speed and operation
- Confirm and report completion of project milestones to match invoicing
- Review and make recommendation on reasonableness of change orders
- Provide regular written project updates and meet virtually as needed
- Process progress payments
- Administer detailed and substantial project check list
- Provide thorough evaluation of project that tests and launches the network and verifies that it operates at full capacity by the March 1, 2024 deadline.

### Fee

The fee for Construction Administration is 5% of total project cost. Pine County's project budget is \$2,787,734.00 Hometown Fiber's fee for Construction Administration Services is: **\$139,386.70**

### Terms

Hometown Fiber uses progress payments. To begin, a 50% deposit and signed agreement are required. This can be broken into a 30% retainer fee with the remaining 20% due at the planning meeting. Remaining balances shall be billed as progress is made and total fee will be based on actual construction costs.

### Timeline

This scope of work begins at the first planning meeting and ends at project completion with formal review. We will begin working upon receipt of the retainer and signed agreement.





# AGENDA REQUEST FORM

**Date of Meeting: January 17, 2023**

☒ **County Board**

☒ **Consent Agenda**

☐ **Regular Agenda**

5 mins. \_\_\_\_ 10 mins. \_\_\_\_ 15 mins. \_\_\_\_ Other \_\_\_\_

☐ **Personnel Committee**

☐ **Other** \_\_\_\_\_

**Agenda Item:** Letter of Support for the Highway

**Department:** Administration

\_\_\_\_\_  
**Department Head signature**

## **Background information on Item:**

One of the priorities of the Trunk Highway 23 Coalition for 2023 is for MNDOT to complete a feasibility study of the Foley to Mora segment to consider a 4-lane design. The coalition is requesting letters of support be submitted to MNDOT.

## **Action Requested:**

Approve a letter of support for the TH 23 4-Lane Feasibility Study for the segment from Foley to Mora.

## **Financial Impact:**



# PINE COUNTY

## Administrator's Office

635 Northridge Drive NW  
Suite 200  
Pine City, MN 55063  
1-800-450-7463 Ext. 1620  
Fax: 320-591-1628

### Commissioners

Steve Hallan – Dist. 1  
Josh Mohr – Dist. 2  
Terry Lovgren – Dist. 3  
J.J. Waldhalm – Dist. 4  
Matt Ludwig – Dist. 5

### County Administrator

David J. Minke

**DRAFT**

January 17, 2023

Mike Ginnaty, District Engineer  
MNDOT District 3  
7694 Industrial Park Road  
Baxter, MN 56425-8096

**via email only**

**mike.ginnaty@state.mn.us**

Dear District Engineer Ginnaty:

I am writing on behalf of the Pine County Board of Commissioners who have approved this letter of support for a “4-Lane Feasibility Study” of Trunk Highway 23 from Foley to Mora.

Pine County is a member of the Highway 23 Coalition. As a member, we urge MNDOT to continue eliminating the two-lane gaps in TH 23. Safety is our first concern. The two-lane segment from Foley to Mora has numerous intersections and driveway entrances. Passing slow-moving vehicles is challenging and dangerous. A four-lane highway will help to ensure a more efficient movement of people and commerce through the corridor and we look forward to continuing progress from Mora to Hinckley.

Our coalition is over 100 members strong and counts among its membership 62 businesses, 15 cities and 12 counties along the corridor. We appreciate the support of MNDOT over the years to address the safety and mobility needs of the TH 23 corridor. We stand ready to advocate for necessary funding as a partner with MNDOT.

Sincerely,

Terry Lovgren, Vice Chair  
Pine County Board of Commissioners

TL/dg



# 4 LANES FOR YOU!

## Highway 23 Corridor 2023 Projects

**4-Lane Feasibility Study**  
34 miles



**4-Lane Feasibility Study**  
28 miles



Sioux Falls



### About Our Members

Highway 23 Coalition has 100+ members, including 62 businesses, 15 cities & 12 counties fully supporting the effort to fill the gaps in four-lane access.

[www.highway23coalition.com](http://www.highway23coalition.com)

@HWY23coalition

**4-Lane Extension from Highway 71 to Kandiyohi County Road 5**  
Est. Cost \$9.6 Million  
2.5 miles



**CSAH 9 Interchange Project in New London**  
Est. Cost \$20 - \$26 Million



**J-Turn at Bel Clare Dr. in Waite Park**  
Est. Cost \$2 Million



#### Legend

- 2023 Priority Construction Project
- 2023 Priority Feasibility Study
- 2023 Priority Corridor

