

ADDITIONS/REVISIONS/CORRECTIONS

Regular Meeting

July 5, 2023

Addition

1. Consent Agenda Item 0: Exempt Permit

Consider approval of the Application for Exempt Permit for Ducks Unlimited White Bear Lake Chapter 032 to conduct lawful gambling on September 9, 2023 at Wings North, 19379 Homestead Road, Pine City (Pokegama Township) and authorize County Auditor-Treasurer to sign application.

2. Regular Agenda Item 2.1: Joint Powers Agreement 178605 – Amendment 3

Consider approval of Joint Powers Agreement 178605 – Amendment 3 between the Minnesota Department of Corrections for Work release Services and Pine County Jail. The original contract is being amended to continue services for an additional year ending June 30, 2024, also extending the total obligation of the state to a maximum obligation of \$320,000. All rates remain the same. Authorize Board Chair and County Administrator to sign.



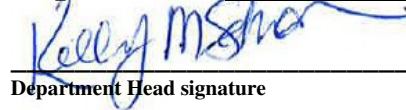
AGENDA REQUEST FORM

Date of Meeting: July 5, 2023

- ☒ **County Board**
☒ **Consent Agenda**
☐ **Regular Agenda** 5 mins.____ 10 mins.____ 15 mins.____ Other____
- ☐ **Personnel Committee**
- ☐ **Other** _____

Agenda Item: Exempt Permit

Department: Auditor-Treasurer



Department Head signature

Background information on Item:

Application for Exempt Permits:

- Ducks Unlimited White Bear Lake Chapter 032 to conduct lawful gambling on September 9, 2023 at Wings North, 19.79 Homestead Rd, Pine City (Pokegama Township)

Action Requested:

Acknowledge application and authorize County Auditor-Treasurer to sign the application.

Financial Impact:

N/A



AGENDA REQUEST FORM

Date of Meeting: July 5, 2023



County Board



Consent Agenda



Regular Agenda

5 mins.

☐

10 mins.

☐

15 mins.

☐

Other

☐

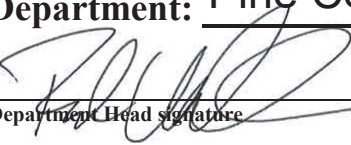
Personnel Committee



Other _____

Agenda Item: Joint Powers Agreement 178605 - Amendment 3

Department: Pine County Sheriff's Office - Jail


Department Head signature

Background information on Item:

Annually the Pine County Jail enters into a Joint Powers Agreement with the Minnesota Department of Corrections for Work Release Services. Pine County Jail will provide work release services under the rules and regulations of the Minnesota Department of Corrections Work Release Program Manual as provided by the State authorized representative.

The original contract is being amended to continue services for an additional year ending June 30, 2024. Also extending the total obligation of the state to a maximum obligation of \$320,000. All rates remain the same.

See attached Amendment #3 to include Amendment #1, #2 and the original agreement #178605

Action Requested:

Request board approval of JPA 178605 Amendment #3 and appropriate signatures.

Financial Impact:

Original contract (2021) = Max \$80,000 - Amendment #1 added \$80,000 - Amendment #2 added \$80,000 - Amendment #3 adds another \$80,000 for a maximum payout of \$320,000 for work release program.

STATE OF MINNESOTA
ENCUMBRANCE WORKSHEET

State Accounting Information:

SWIFT Contract No. 178605 Amendment 3

PO No.: _____

Agency: P78 Corrections	Fiscal Year(s): FY24	Vendor Number: 0000197310
Total Amount of Contract: \$320,000.00		
Category Code: 92101700		
Account Code: 411317		

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 1000	Fund:	Fund:
AppropID: P786710	AppropID:	AppropID:
Fin DeptID: P7836701	Fin DeptID:	Fin DeptID:
Project (3000 fund only):	Project (3000 fund only):	Project (3000 fund only):
Amount: \$40,000.00	Amount:	Amount:

Contract Start Date: July 01, 2020

Expiration Date: June 30, 2024

Contractor Name and Address: Pine County - Pine County Sheriff’s Office, 635 Northridge Drive NW, Suite 130, Pine City, MN 55063.

Social Security or Federal Employer I.D. No: 41 - 6005864
Minnesota Tax I.D. No. (if applicable): 8027146

AMENDMENT COVER SHEET**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)****Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Corrections (Work Release) **Name of Contractor:** Pine County

Current Contract Term: 7/1/20 – 6/30/23 **Project Identification:** 178605

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.

1. ☒ Amendment to the Expiration Date of the contract

- a. Proposed New Expiration Date: 6/30/2024
- b. Why is it necessary to amend the Expiration Date? *DOC would like services under this agreement to continue for an additional year.*

2. ☒ Amend Duties and Cost ☐ Amend Duties Only

- a. Describe the amendment: *The nature of the services is not changing, this amendment just extends them for another year.*
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

Original Agreement: \$80,000.00

Amendment 1: \$80,000.00

Amendment 2: \$80,000.00

Amendment 3 (This amendment): \$80,000.00

3. ☐ Amendment to change other terms and conditions of the contract:

- a. Describe the changes that are being made:

Amendment 3 to Joint Powers Agreement 178605

Contract Effective Date:	<u>July 1, 2020</u>	Total Contract Amount:	<u>\$320,000.00</u>
Original Contract Expiration Date:	<u>June 30, 2021</u>	Original Contract:	<u>\$80,000.00</u>
Current Contract Expiration Date:	<u>June 30, 2022</u>	Previous Amendment(s) Total:	<u>\$160,000.00</u>
Requested Contract Expiration Date:	<u>June 30, 2023</u>	This Amendment:	<u>\$80,000.00</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner Corrections, Department of Corrections, Work release Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and Pine County-Pine County Sherriff's Office whose designated business address is 635 Northridge Drive NW, Suite 130, Pine City, MN 55063 ("Governmental Unit"). State and Governmental Unit may be referred to jointly as "Parties."

Recitals

1. The State has a Joint Powers Agreement with the Governmental Unit identified as 178605 ("Original Contract") to provide work release services.
2. The Original Contract is being amended to continue services for an additional year.
3. The Parties are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Clause 1. "**Term of Agreement**" is being amended as follows:

1. Term of Agreement

- 1.1 **Effective date.** July 1, 2020, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 **Expiration date.** June 30, ~~2023~~ 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3. "**Payment**" is as follows:

The State will pay Sixty and 00/100 dollars (\$60.00) per day per State offender participating in the Governmental Unit's work release program and twenty one dollars and 12/100 (\$21.12) per day per offender on Phase 2 (electronic monitoring/GPS; for offender's participating in the Contractor's work release program) inclusive of date of arrival and not inclusive of date of departure. Payment will be consistent with the fiscal section in the Work Release Program Guidelines Manual. This agreement does not include any additional reimbursement for travel and subsistence expenses incurred by the Governmental Unit in the performance of this agreement.

The total obligation of the State under this agreement will not exceed ~~Two Hundred Forty Thousand dollars and 00/100~~ Three Hundred Twenty Thousand and 00/100 (\$ ~~240,000.00~~ 320,000.00).

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. State Encumbrance Verification

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

Print Name: Mary Myers
Signature: Mary Myers
Title: Accounting Officer Date: 6/27/2023
SWIFT Contract No. 178605 PO#3-155389

2. Governmental Unit

Print Name: Rodney williamson
Signature: _____
Title: Jail Administrator Date: _____

Print Name: _____
Signature: _____
Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: _____
Signature: _____
Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____
Signature: _____
Title: _____ Date: _____
Admin ID _____

AMENDMENT COVER SHEET**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)****Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Corrections (Work Release) **Name of Contractor:** Pine County**Current Contract Term:** 7/1/20 – 6/30/22 **Project Identification:** 178605

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**1. ☒ Amendment to the Expiration Date of the contract**

- a. Proposed New Expiration Date: 6/30/2023
- b. Why is it necessary to amend the Expiration Date? *DOC would like services under this agreement to continue for an additional year.*

2. ☒ Amend Duties and Cost ☐ Amend Duties Only

- a. Describe the amendment: *The nature of the services is not changing, this amendment just extends them for another year.*
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

*Original Agreement: \$80,000.00**Amendment 1: \$80,000.00**Amendment 2 (This amendment): \$80,000.00***3. ☐ Amendment to change other terms and conditions of the contract:**

- a. Describe the changes that are being made:

Amendment 2 to Joint Powers Agreement 178605

Contract Effective Date:	<u>July 1, 2020</u>	Total Contract Amount:	<u>\$240,000.00</u>
Original Contract Expiration Date:	<u>June 30, 2021</u>	Original Contract:	<u>\$80,000.00</u>
Current Contract Expiration Date:	<u>June 30, 2022</u>	Previous Amendment(s) Total:	<u>\$160,000.00</u>
Requested Contract Expiration Date:	<u>June 30, 2023</u>	This Amendment:	<u>\$80,000.00</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner Corrections, Department of Corrections, Work release Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and Pine County-Pine County Sheriff's Office whose designated business address is 635 Northridge Drive NW, Suite 130, Pine City, MN 55063 ("Governmental Unit"). State and Governmental Unit may be referred to jointly as "Parties."

Recitals

1. The State has a Joint Powers Agreement with the Governmental Unit identified as 178605 ("Original Contract") to provide work release services.
2. The Original Contract is being amended to continue services for an additional year.
3. The Parties are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Clause 1. "Term of Agreement" is being amended as follows:

1. Term of Agreement

- 1.1 **Effective date.** July 1, 2020, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 **Expiration date.** June 30, ~~2021~~ 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3. "Payment" is as follows:

The State will pay Sixty and 00/100 dollars (\$60.00) per day per State offender participating in the Governmental Unit's work release program and twenty one dollars and 12/100 (\$21.12) per day per offender on Phase 2 (electronic monitoring/GPS; for offender's participating in the Contractor's work release program) inclusive of date of arrival and not inclusive of date of departure. Payment will be consistent with the fiscal section in the Work Release Program Guidelines Manual. This agreement does not include any additional reimbursement for travel and subsistence expenses incurred by the Governmental Unit in the performance of this agreement.

The total obligation of the State under this agreement will not exceed ~~Eighty~~ Two Hundred Forty Thousand dollars and 00/100 (~~\$80,000.00~~ \$240,000.00).

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. State Encumbrance Verification

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

Print Name: Mary Myers
Signature: Mary Myers
Title: Acctg Off Date: 6/22/2022
SWIFT Contract No.178605 PO#3- 3-145548

2. Governmental Unit

Print Name: Rodney Williamson
Signature: _____
Title: _____ Date: _____

Print Name: Stephen M. Hallan
Signature: Stephen M. Hallan
Title: Board Chair Date: 7/16/22

D.J. Mink
David J. Mink 7/16/22
County Administrator

3. State Agency

With delegated authority

Print Name: Curtis Shanklin
Signature: Curtis Shanklin
Title: Deputy Commissioner Date: 7/8/2022

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: PaZong Thao
Signature: PaZong Thao
Title: Contracts Specialist Date: 7/8/2022
Admin ID 66918

AMENDMENT COVER SHEET**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)****Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Corrections (Work Release) **Name of Contractor:** Pine County**Current Contract Term:** 7/1/20 – 6/30/21 **Project Identification:** 178605

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.**1. ☒ Amendment to the Expiration Date of the contract**

- a. Proposed New Expiration Date: 6/30/2022
- b. Why is it necessary to amend the Expiration Date? *DOC would like services under this agreement to continue for an additional year.*

2. ☒ Amend Duties and Cost☐ Amend Duties Only

- a. Describe the amendment: *The nature of the services is not changing, this amendment just extends them for another year.*
- b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

*Original Agreement: \$80,000.00**Amendment 1 (This amendment): \$80,000.00***3. ☐ Amendment to change other terms and conditions of the contract:**

- a. Describe the changes that are being made:

Amendment 1 to Joint Powers Agreement 178605

Contract Effective Date:	<u>July 1, 2020</u>	Total Contract Amount:	<u>\$160,000.00</u>
Original Contract Expiration Date:	<u>June 30, 2021</u>	Original Contract:	<u>\$80,000.00</u>
Current Contract Expiration Date:	<u>June 30, 2021</u>	Previous Amendment(s) Total:	<u>NA</u>
Requested Contract Expiration Date:	<u>June 30, 2022</u>	This Amendment:	<u>\$80,000.00</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner Corrections, Department of Corrections, Work release Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and Pine County-Pine County Sherriff's Office whose designated business address is 635 Northridge Drive NW, Suite 130, Pine City, MN 55063 ("Governmental Unit"). State and Governmental Unit may be referred to jointly as "Parties."

Recitals

1. The State has a Joint Powers Agreement with the Governmental Unit identified as 178605 ("Original Contract") to provide work release services.
2. The Original Contract is being amended to continue services for an additional year.
3. The Parties are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Clause 1. "Term of Agreement" is being amended as follows:

1. Term of Agreement

- 1.1 **Effective date.** July 1, 2020, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 **Expiration date.** ~~June 30, 2021~~ June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3. "Payment" is as follows:

The State will pay Sixty and 00/100 dollars (\$60.00) per day per State offender participating in the Governmental Unit's work release program and twenty one dollars and 12/100 (\$21.12) per day per offender on Phase 2 (electronic monitoring/GPS; for offender's participating in the Contractor's work release program) inclusive of date of arrival and not inclusive of date of departure. Payment will be consistent with the fiscal section in the Work Release Program Guidelines Manual. This agreement does not include any additional reimbursement for travel and subsistence expenses incurred by the Governmental Unit in the performance of this agreement.

The total obligation of the State under this agreement will not exceed ~~Eighty~~ One Hundred Sixty Thousand dollars and 00/100 (~~\$80,000.00~~ \$160,000.00).

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. State Encumbrance Verification

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

Print Name: DocuSigned by: Mary Myers
Signature: Mary Myers
Title: Acctg Officer Date: 5/12/2021
SWIFT Contract No. 178605 PO#3-

3. State Agency

With delegated authority

Print Name: DocuSigned by: Curtis Shanklin
Signature: Curtis Shanklin
Title: Deputy Commissioner Date: 6/1/2021

2. Governmental Unit

Print Name: Stephen M. Hallan
Signature: Stephen M. Hallan
Title: Board Chair Date: May 4, 2021

Print Name: David J. Minke
Signature: David J. Minke
Title: County Administrator Date: May 4, 2021

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: DocuSigned by: Sara Freedland
Signature: Sara Freedland
Title: AMS Date: 6/8/2021
Admin ID 66918 66918

Contract No. 178605

STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its commissioner of corrections, Department of Corrections, Work Release Unit, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 ("State") and Pine County - Pine County Sheriff's Office, 635 Northridge Drive NW, Suite 130, Pine City, MN 55063 ("Governmental Unit").

Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of work release services.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *July 1, 2020*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *June 30, 2021*, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

- 2.1 The State will refer State offenders who:
 - a) meet the criteria and screening for work release as established in Minn. Stat. § 241.26 and State policy 205.120 located at www.doc.state.mn.us, which is incorporated by reference;
 - b) have security requirements that are met by the Governmental Unit's work release program, and;
 - c) have a release plan that incorporates the geographical area of the Governmental Unit.
- 2.2 The Governmental Unit and State must mutually agree on the State offender placement in the Governmental Unit's work release program.
- 2.3 The Government Unit will provide work release services under the rules and regulations of the Minnesota Department of Corrections Work Release Program Manual, as provided by the State authorized representative.

3 Payment

The State will pay Sixty and 00/100 dollars (\$60.00) per day per State offender participating in the Governmental Unit's work release program and twenty one dollars and 12/100 (\$21.12) per day per offender on Phase 2 (electronic monitoring/GPS; for offender's participating in the Contractor's work release program) inclusive of date of arrival and not inclusive of date of departure. Payment will be consistent with the fiscal section in the Work Release Program Guidelines Manual. This agreement does not include any additional reimbursement for travel and subsistence expenses incurred by the Governmental Unit in the performance of this agreement.

The total obligation of the State under this agreement will not exceed Eighty Thousand dollars and 00/100 (\$80,000.00).

4 Authorized Representatives

The State's Authorized Representative is Terry Byrne, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, Phone 651-361-7127, or his successor. Terry.byrne@state.mn.us

The Governmental Unit's Authorized Representative is Rod Williamson, Jail Administrator, 635 Northridge Drive, NW, Suite 130, Pine City, MN 55063, Phone: 320-591-1458 or his/her successor. Rodney.Williamson@co.pine.mn.us

Contract No. 178605

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Indemnification

In the performance of this contract by the Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Governmental Unit's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligation under this contract.

7 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

8 Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State 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 civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

9 Venue

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

10 Termination

- 10.1 **Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.
- 10.2 **Termination for Insufficient Funding.** The State 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 or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided

Contract No-178605

after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not 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. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at

<http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

12 Prison Rape Elimination Act Compliance

Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring and PREA standards require an outside independent audit.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.

Signed: Mary Myers

Date: 6/23/20

SWIFT Contract No. 178605/PO 3-125704

2. GOVERNMENTAL UNIT

By: [Signature]

Title: County Administrator

Date: July 7, 2020

By: [Signature]

Title: Board Chair

Date: July 7, 2020

3. STATE AGENCY

DocuSigned by:

Curtis Shanklin

By: 3449B1EDDB4649A...

(with delegated authority)

Title: Deputy Commissioner Curtis Shanklin

Date: 7/13/2020

4. COMMISSIONER OF ADMINISTRATION

DocuSigned by:
As delegated to the Office of State Procurement

Sara Friedland

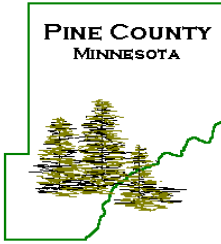
By: 9879A511B468482...

Date: 7/13/2020

66918

Distribution:

Agency
Governmental Unit
State's Authorized Representative - Photo Copy



AGENDA

PINE COUNTY BOARD REGULAR MEETING

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

Wednesday, July 5, 2023, 10:00 a.m.

**Courthouse Board Room
635 Northridge Drive NW
Pine City, Minnesota**

Click the link on the county website (www.co.pine.mn.us) for more information and to watch a live stream broadcast of the meeting. Click [here](#) to request to participate in public forum prior to 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
 - June 13, 2023 Special Meeting-Committee of the Whole (Strategic Planning)
 - June 20, 2023 county board Minutes and Summary for publication
- F) Minutes of Boards, Reports and Correspondence
 - Pine County Surveyor's Report – June, 2023
 - Pine County Zoning Board Minutes – May 25, 2023
- 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. Donations

Accept the following donations:

- A. Two (2) buses, value of \$3,000 each, from 4.0 School Service, to be used at the Benjamin Neel Gun Range for training.
- B. \$500 from the Finlayson Giese Lions designated toward offsetting expenses associated with hosting the 2023 Pine County Operation Community Connect.
- C. \$23,000 from the Grand Casino-Hinckley for third quarter 2023, designated to help offset the expenses in the Sheriff's Office.

2. Personnel / Promotion

- A. Consider approval of the promotion of Highway Mechanic Tom Lindstrom to Maintenance Supervisor, effective July 6, 2023, \$32.35/hour, Grade 11, Step 3.

3. **New Hire**

Consider approval of the hiring of:

- A. Brandon Janssen, Highway Mechanic, effective July 6, 2023, Grade 7, Step 1, \$22.16/hour.
- B. Troy Parker, part-time Corrections Officer, effective July 6, 2023, Grade 7, Step 3, \$26.00/hour.

4. **Training**

Consider approval for:

- A. Child Support Officers Yvette Weis and Marcy Moran, and Child Support Office Support Specialist Donna Olsen to attend the MN Family Support and Recovery Council Conference, October 1-4, 2023 in Welch, Minnesota. Registration: \$295/person: \$885 total; Lodging: \$437 total; Mileage: county car will be used. Total cost: \$1,322. Funds are available in the 2023 Health & Human Services budget.
- B. IT Manager Ryan Findell to attend the 2023 Minnesota County IT Leaders Association Annual Conference, September 20-22, 2023, Mankato, Minnesota. Registration included with membership fee; Lodging: \$331; Mileage: approx. \$168. Total approx. \$499. Funds are available in the 2023 IT budget.
- C. Any commissioner interested to attend AMC County Government 201 Training for Commissioners, August 3, 2023, 9:00 a.m., Park Event Center, 500 Division St., Waite Park, Minnesota. Registration fee: \$175 per person. Funds are available in the 2023 Commissioner budget.
- D. Auditor-Treasurer Kelly Schroeder to attend the Advanced Residential Assessing Course, October 25-26, 2023, St. Cloud, Minnesota. Registration: \$225. No mileage will be paid and lunch is included in the registration fee. Funds are available in the 2023 Auditor-Treasurer budget.
- E. Fiscal Supervisor Michelle Kelash, Accounting Case Aide Angie Boelman, Account Technician Judy Billman to attend the Minnesota County Health & Human Services Accountants Conference, August 28-30, 2023 at Breezy Point, Minnesota. Registration: \$100/each, lodging and meals \$610/each, and mileage is \$142.79. Total cost: \$2,273. Funds are available in the 2023 Health & Human Services budget.

REGULAR

1. **Midwest Medical Examiner's Office Annual Report**

Dr. A. Quinn Piper, Medical Examiner for Pine County, will present the Medical Examiner's 2022 annual report for Pine County.

2. **Probation Comprehensive Plan Presentation**

Probation Director Terry Fawcett will present the 2023 Probation Comprehensive Plan.

3. **Schedule 2024 Budget Meetings**

Budget Meeting #1 – August 15 (part of regular board meeting)
Budget Meeting #2 – August 22, 9:00 AM - special meeting
Budget Meeting #3 – August 29, 9:00 AM - special meeting

4. **Commissioner Updates**

Mille Lacs Band of Ojibwe meeting
State Community Health Advisory Committee
Snake River Watershed Management Board
Snake River Policy Committee-1W1P
East Central Regional Development Commission Annual Meeting

Cancelled: NLX
Housing Redevelopment Authority/Economic Development Authority (HRA/EDA)
Central Regional EMS
Other

5. Other

6. Upcoming Meetings (Subject to Change)

- A. Pine County Board Meeting, Wednesday, July 5, 2023, 10:00 a.m., Board Room, Courthouse, 635 Northridge Drive NW, Pine City, Minnesota
- B. East Central Solid Waste Commission, Monday, July 10, 2023, 9:00 a.m., 1756 180th Avenue, Mora, Minnesota
- C. Personnel Committee, Monday, July 10, 2023, 9:00 a.m., Commissioner Conference Room, Courthouse, Pine City, Minnesota
- D. Negotiations, Wednesday, July 12, 2023, 8:00 a.m., Board Room, Courthouse, Pine City, Minnesota
- E. Greater Minnesota Parks & Trails Membership Meeting, Wednesday, July 12, 2023, 9:30 a.m., Wright County Parks
- F. Northeast Minnesota Area Transportation Partnership, Wednesday, July 12, 2023, 10:00 a.m., Virginia MnDOT District 1 Office. In person/virtual hybrid meeting.
- G. Soil & Water Conservation District, Wednesday, July 12, 2023, 3:00 p.m., 1602 Hwy 23 No., Sandstone, Minnesota
- H. Kettle River Policy Committee, Thursday, July 13, 2023, 9:00 a.m.
- I. SCHSAC Executive Committee, Thursday, July 13, 2023, 9:30 a.m., Virtual.
- J. Extension Committee, Thursday, July 13, 2023, 3:30 p.m., Board Room, Courthouse, Pine City, Minnesota
- K. Chemical Health Coalition, Thursday, July 13, 2023, 4:00 p.m., Virtual.
- L. Lakes & Pines Full Board, Monday, July 17, 2023, 10:00 a.m., 1700 Maple Avenue East, Mora, Minnesota
- M. Pine County Board Meeting, Tuesday, July 18, 2023, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota

7. Adjourn