

Board of Commissioners Agenda

February 14, 2023

Nicollet County Government Center Board Room • 501 South Minnesota Avenue, St. Peter, MN 56082

Commissioners: Jack Kolars - Board Chair; Terry Morrow - Vice Chair; Marie Dranttel; Mark Dehen; Kurt Zins

9:00 a.m. Call Board of Commissioners Meeting to Order: Chair

1. Pledge of Allegiance
2. Silence Your Cell Phones
3. Approval of Agenda
4. Approval of Consent Agenda:
 - a. [January 24, 2023 Board Minutes](#)
 - b. [Citizen Appointment to the Extension Committee](#)
 - c. [Approval of Minnesota State Law Library County Law Library Program Agreement](#)
 - d. [Ducks Unlimited Gambling Permit](#)
 - d. [End of Probations](#)
 - e. Approval of Bills
5. Public Appearances

- 9:05 a.m.** 6. Community Corrections
 - a. [Agreement with Anoka County East Central Regional Juvenile Center](#)

- 9:15 a.m.** 7. County Attorney Update
8. Chair's Report
 9. Commissioner Committee Reports
 10. Commissioner Meetings & Conferences
 11. Approve Per Diems and Expenses
 12. Adjourn Board of Commissioners Meeting

- 9:20 a.m. Call Drainage Authority Meeting to Order: Chair**
1. Approval of Agenda
 2. Approval of Consent Agenda:
 - a. [January 24, 2023 Drainage Authority Minutes](#)
 3. Public Appearances

- 9:25 a.m.** 4. Adjourn Drainage Authority Meeting

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

Setting the standard for providing superior and efficient county government services through leadership, accountability and innovation to a growing and diverse society.

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.

Board of Commissioners Agenda

February 14, 2023

Nicollet County Government Center Board Room • 501 South Minnesota Avenue, St. Peter, MN 56082

Commissioners: Jack Kolars - Board Chair; Terry Morrow - Vice Chair; Marie Dranttel; Mark Dehen; Kurt Zins

Notice of Scheduled Meetings

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners.

Questions or comments regarding any Nicollet County meeting and requests to participate in any meeting can be directed to Mandy Landkamer, Nicollet County Administrator, at 507-934-7074 or mandy.landkamer@co.nicollet.mn.us.

February

February 14 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
February 14 – Drainage Authority Meeting, following adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter
February 16 – Special Drainage Authority Meeting, 9:00 a.m.; Nicollet County Board Room, St. Peter
February 20 – President's Day (Holiday); Nicollet County Offices Closed
February 21 – Individual Dept. Head Meeting (Finance), 8:15 a.m.; Nicollet County Board Room, St. Peter
February 21 – Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter
February 22 – AMC Legislative Conference; February 22-23; InterContinental Hotel, St. Paul
February 27 – Board of Adjustment & Appeals/Planning & Zoning Advisory Commission, 7 p.m.; Nicollet Co Board Room, St. Peter
February 28 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
February 28 – Drainage Authority Meeting, following adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter
February 28 – Personnel Committee Meeting, 11-12 p.m.; Nicollet Room, St. Peter

March

March 7 – Personnel Committee – Closed Meeting, 2 - 4 p.m.; Nicollet County Board Room, St. Peter
March 14 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
March 14 – Drainage Authority Meeting, following adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter
March 20 – Board of Adjustment & Appeals/Planning & Zoning Advisory Commission, 7 p.m.; Nicollet Co. Board Room, St. Peter
March 21 – Individual Dept. Head Meeting (PPSD), 8:15 a.m.; Nicollet County Board Room, St. Peter
March 21 – Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter
March 28 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
March 28 – Drainage Authority Meeting, following adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

Setting the standard for providing superior and efficient county government services through leadership, accountability and innovation to a growing and diverse society.

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.



JANUARY 24, 2023
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, January 24, 2023, at 9:00 a.m. Commissioners Jack Kolars, Terry Morrow, Marie Dranttel, Mark Dehen, and Kurt Zins were present. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

Motion by Commissioner Dehen and seconded by Commissioner Morrow to approve the agenda. Motion carried with all voting in favor.

Consent Agenda

Motion by Commissioner Morrow and seconded by Commissioner Dehen to approve the consent agenda items as follows:

1. January 3, 2023 Board Meeting Minutes;
2. 2022 Natural Resources Block Grant Financial Reports
3. 2023 Natural Resources Block Grant SSTs Grant Execution
4. 2023 St. Peter Library Contract
5. End of Probations
6. Approval of Bills
7. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$373,392.42
 - b. Road & Bridge Fund - \$88,149.39
 - c. Human Services Fund - \$308,568.58

Motion carried with all voting in favor.

Public Appearances:

There were no public appearances.

Finance

2022 Quarter Four Donations

Finance Director Heather McCormick presented the various 2022 Quarter Four donations to Nicollet County:

FROM WHOM	AMOUNT	PURPOSE
Various Donations	\$ 380.00	Van Services
N Mankato American Legion #518	\$ 300.00	Van Services
American Legion Auxiliary #510	\$ 100.00	Van Services
T Miller	\$ 50.00	Van Services
Various Donations	\$ 455.00	Loan Closet
Total:	\$1,285.00	

Motion by Commissioner Zins and seconded by Commissioner Dehen to approve the Quarter Four Donations Resolution. Motion carried with all voting in favor on a roll call vote

Public Hearing Notice – Capital Improvement Plan 2023-2027

Motion by Commissioner Dranttel and seconded by Commissioner Morrow to set the Public Hearing date for the Capital Improvement Plan for February 28, 2023 at 9:30 a.m. Motion passed with all voting in favor.

Public Works

Consider Final Acceptance and Payment of 2022 Highway Striping Project

Motion by Commissioner Morrow and seconded by Commissioner Dehen to accept the 2022 Highway Striping Project as complete and authorize the final payment of \$1,248.56 to Traffic Marking Services, Inc. Motion passed with all voting in favor.

Administration

Border-to-Border Grant Application Letter of Support

Motion by Commissioner Morrow and seconded by Commissioner Dehen to approve the broadband Border-to-Border grant application Letter of Support for Nuvera. Motion carried with all voting in favor.

County Attorney

Attorney Zehnder Fischer appreciated the opportunity to meet with area legislators last week at the Nicollet County Special Legislative meeting. Many issues discussed directly impact the Attorney's Office and she thanked Administration for setting up the meeting. She also met with Chief Justice Gildea and had a conversation about issues impacting area justice partners.

Chair's Report

- Radio Communications meeting
- Planning Workshop
- Area Transportation Committee
- County Board Workshop
- Special Legislative Meeting
- Brown Nicollet Community Health Board
- MVAC Collective Bargaining

Commissioner Committee Reports:

Commissioner Terry Morrow

- County Board Workshop
- Department Head meeting
- Treatment Court meeting with County Attorney
- Special Legislative Meeting
- Brown Nicollet Community Health Board
- Region 9 Workforce Development

Commissioner Marie Dranttel

- Region 9 Workforce Development
- Land Use Training Workshop
- County Board Workshop
- Department Head meeting
- Special Legislative Meeting
- Law Library meeting
- Union Negotiations

Commissioner Mark Dehen

- ACWA meeting
- REDA meeting
- Mental Health LAC
- Greater Mankato Growth Board meeting
- Special Legislative Meeting
- Brown Nicollet Community Health Board
- Land Use Training Workshop
- County Board Workshop
- Department Head meeting

Commissioner Kurt Zins

- Soil & Water
- Land Use Training Workshop
- Special Legislative
- Rural Energy Board
- County Board Workshop
- Department Head meeting

Approve Per Diems and Expenses

Motion by Commissioner Zins and seconded by Commissioner Dehen to approve the expenses and per diems for the meetings noted above during the Commissioner Reports and/or as submitted on approved expense reports, and authorize payment of those expenses and per diems by the Finance Office. Motion carried with all voting in favor.

Adjourn

Chair Kolars adjourned the meeting at 9:28 a.m.

JACK KOLARS, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:	
Citizen Appointment to the Extension Committee	
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Administrator Amount of Time Requested minutes Presenter: Title:	Meeting Date: 02/14/2023 Item Type: Consent Agenda <small>(Select One)</small> Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Programs and Services - deliver value-added quality services <small>(Select One)</small>	
BACKGROUND/JUSTIFICATION: Consideration of the appointment of Dan Hayes to the Extension Committee to fill one of the two vacancies. His term will run from 1/1/2023 to 12/31/2025 and is eligible for a per diem.	
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
ACTION REQUESTED: Approval of the appointment of Dan Hayes to the Extension Committee.	
FISCAL IMPACT: Included in current budget <small>(Select One)</small> If "Other", specify	FUNDING County Dollars = Other <small>(Select One)</small>
FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total

**DRAINAGE AUTHORITY COMMITTEE/
JOINT DRAINAGE BOARDS**

Marie Dranttel
Kurt Zins
Seth Greenwood
Nate Henry
Jaci Kopet
Michelle Zehnder Fischer
Terry Morrow

Alternate

EMS JOINT POWERS BOARD

Alternate **Mark Dehen**
Jack Kolars

ENVISION 2040

Jack Kolars
Mandy Landkamer

EXTENSION

(Citizen appointees paid per diem)

Jack Kolars
Kurt Zins
Jaci Kopet or Designee
Amy Pehrson
Brett Annexstad Dan Hayes
Spencer Schott
Joyce Halvorson
Lyndsey Beranek
Rob Moline
Mackenzie Moline

Youth Rep.

GREATER MANKATO DIVERSITY COUNCIL

Jack Kolars

**HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT (HIPAA)**

Kristy Larson
Cassie Sassenberg
Co. Attorney Designee

HIGHWAY 14 PARTNERSHIP COMMITTEE

Jack Kolars
Terry Morrow
Mandy Landkamer
Seth Greenwood
Mark Dehen

Alternate

HIGHWAY 169 COALITION

Terry Morrow
Seth Greenwood
Marie Dranttel

Alternate

**HISTORICAL PRESERVATION ORDINANCE
COMMITTEE**

Tom Hagen
Mike McCarty
Ben Leonard

IMMTRACK (IMMUNIZATION TRACKING)

Jack Kolars
Mark Dehen

Alternate

INSURANCE COMMITTEE

Terry Morrow
Mandy Landkamer
Kristy Larson
Heather McCormick
Kurt Zins

**JOINT AIRPORT ZONING BOARD
FOR LE SUEUR MUNICIPAL AIRPORT**

Kurt Zins
Mandy Landkamer

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:

Approval of Minnesota State Law Library County Law Library Program Agreement

Primary Originating Division/Dept.: Law Library Committee

Meeting Date: 02/14/2023

Contact: Michelle Zehnder Fischer Title: County Attorney

Item Type: Consent Agenda
(Select One)

Amount of Time Requested: minutes

Presenter: Michelle Zehnder Fischer Title: County Attorney

Attachments: ☒ Yes ☐ No

County Strategy:
(Select One)

Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

This contract is for professional law library services between the Minnesota State Law Library and the Nicollet County Law Library for the period of March 1, 2023 through February 28, 2024. This contract is similar to the contract used in past years.

The total cost of the contract is \$300 and it is funded by Law Library funds.

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No

If "yes", when? (provide year; mm/dd/yy if known)

Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A

ACTION REQUESTED:

Authorize County Attorney Zehnder Fischer to sign the contract on behalf of the County

FISCAL IMPACT: Included in current budget
(Select One)

FUNDING
County Dollars =

If "Other", specify: Funded with library funds

Other County library funds
(Select One)

FTE IMPACT: No FTE change
(Select One)

Total: \$300

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:



MINNESOTA STATE LAW LIBRARY COUNTY LAW LIBRARY PROGRAM AGREEMENT

This contract is for professional law library services between the Minnesota State Law Library, address below ("State Law Library") and the Nicollet County Law Library, 501 South Minnesota Avenue, St. Peter, MN 56082 ("County Law Library").

1. SERVICES

By written acceptance below, the State Law Library agrees to perform the following work for County Law Library:

Initial choice below:

☒ X Tier 1:

- Provide print copies of: *Minnesota Statutes* (market value \$300) and *Minnesota Rules* (market value \$310), to be sent as they are published. This includes interim year supplements.
- Brief phone and/or email assistance with any or all of the following: policies and procedures, collection development/maintenance, fees, hiring, vendor questions, billing issues, and other related library management issues.

OR

☐ Tier 2:

- All tier 1 services
- One annual on-site visit to a County Law Library location by the State Law Librarian or designee.
- Evaluation of library's print and electronic resource contracts. Written recommendations will be provided.
- Evaluation of existing print collection. Written recommendations for additions or weeding will be provided.
- Access to a toll-free phone number to the State Law Library reference desk, which can be posted in the County Law Library for use by County Law Library patrons and/or staff.
- Advice on setting up and maintaining a legal clinic, if desired.
- Advice on law library budget, including a review of current expenses.
- Creation of, or the annual updating of, a resource list of free and trustworthy internet legal research resources for Minnesota, including local municipalities.
- Creation of, or the annual updating of, a social and legal service provider list specific to the county.
- If desired, assistance collaborating with the local public library for shared collection, shared services, research training or other cooperative partnerships.
- Attendance at a Law Library Board of Trustees meeting – via phone, or during in-person visit.
- Guidance on changing law library fees/fines.
- Guidance on a law library move or remodel.

2. CONSIDERATION

As consideration for the aforementioned services, the County Law Library agrees to pay the State Law Library according to the following schedule:

Tier 1: \$300 per year

OR

Tier 2: 3% of the County Law Library's annual civil fee and criminal fine revenue or \$2000, whichever is lower.

As a means of ascertaining the appropriate Tier 2 fee, the State Law Library will obtain an income report from State Court Administration for the fiscal year (July 1 – June 30) immediately preceding this agreement. If law library fees and/or fines were set to \$0 in the previous fiscal year, the CLLP charge will be based on the last fiscal year in which fees/fines were assessed.

The payment of the Tier 2 fee by the County Law Library may be aggregated and paid semi-annually at the discretion of the County Law Library.

Indicate billing preference (applies to ***Tier 2 only***):

_____ Annually _____ Semi-Annually

Payment is due within 30 days after receipt of the invoice, unless other arrangements are made. Failure to pay the fee may result in the termination of services.

3. TERM OF AGREEMENT

This Contract shall be effective on March 1, 2023 and shall remain in effect until February 29, 2024.

4. CANCELLATION

This Contract may be cancelled only by written agreement of the parties.

5. AUTHORIZED REPRESENTATIVE.

The State's authorized representative for purposes of administration of this contract is Liz Reppe, State Law Librarian. Mailing address: Minnesota State Law Library, G25 Minnesota Judicial Center, 25 Rev. Dr. Martin Luther King Blvd., St. Paul, MN 55155.

6. AMENDMENT

Any amendments to this agreement shall be in writing and shall be executed by the same parties who executed the original agreement, or their successors in office.

7. JURISDICTION AND VENUE

This agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

6. INTERPRETATION; INTEGRATION

Failure by either Party at any time to enforce any of the provisions of this contract or any right or remedy available under this contract or at law or in equity, or to exercise any option in this contract, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this contract. 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. Every provision of this contract shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this contract 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 contract, and all other provisions shall remain in full force and effect. This contract sets forth the entire agreement and understanding between the Parties regarding the subject matter of the contract and supersedes any

prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter; provided that all terms and conditions of all preexisting contracts or agreements between the parties shall continue in full force and effect except as supplemented, modified or superseded by this contract.

7. LIABILITY

The County Law Library and the State Law Library agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. The County Law Library liability shall be governed by Minnesota Statutes, Section 466.04, and the State Law Library liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.735, and other applicable law.

The County Law Library must sign its approval in the designated signature block and return the two original signed Agreements to the address indicated in section 5 above, prior to the commencement of services. The State Law Library will remit an executed copy to the County Law Library once all signatures have been obtained.

I. COUNTY LAW LIBRARY:

Person signing attests that he or she is legally authorized to bind County Law Library under applicable by-laws, articles, resolutions, or ordinance.

Signed:
Printed Name: Michelle Zehnder Fischer
Title: Law Library Board Chair
Date:

II. STATE LAW LIBRARY: (authorized signature)

By:
Title: State Law Librarian
Date:

COUNTY LAW LIBRARY CONTACT (To whom and where we should send library resources and email.)

Please indicate if **contracts** should be sent elsewhere.

Contact's Name:	Carol Weikle
Address: (If different from address listed above)	501 South Minnesota Avenue, St. Peter, MN 56082
Email	carol.weikle@courts.state.mn.us
Phone	507-550-7040

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item: Ducks Unlimited Gambling Permit		
Primary Originating Division/Dept.: Public Services		Meeting Date: 02/14/2023
Contact: Jaci Kopet	Title: PPSD Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested: minutes		
Presenter:	Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: <p>Public Services received an application for an exempt gambling permit for the Ducks Unlimited Lake Region Chapter 50 on February 9, 2023. The application indicates the raffle will be held at the Nicollet Conservation Club Inc. in Nicollet Township on March 16, 2023.</p> <p>Since this event is located in a township, the application requires the county's approval on the application prior to sending the State Gambling Control Board.</p> <p>The application is attached for your consideration.</p>		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Approval of the gambling permit.		
FISCAL IMPACT: Other (Select One) If "Other", specify:		FUNDING County Dollars = State (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		Total:

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Ducks Unlimited Lake Region Chapter 50

Previous Gambling Permit Number: X- 40004

Minnesota Tax ID Number, if any: 411-549-778

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 234 Buchannon St N

City: Waterville State: MN Zip: 56096 County: Le Sueur

Name of Chief Executive Officer (CEO): Jennifer Brady

CEO Daytime Phone: 507-202-0812 CEO Email: jennifer.brady@live.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): Nicollet Conservation Club Inc

Physical Address (do not use P.O. box): 46045 471st Ln

Check one:

☒ City: Nicollet Zip: 56074 County: Nicollet

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): March 16, 2023

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**CITY APPROVAL
for a gambling premises
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The Information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: 2-9-2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Jennifer Brady

REQUIREMENTS**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS**Mail application with:**

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the


application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

Checklist for Exempt Raffle

Organization Name: Ducks Unlimited Lake Region Chapter 50		Previous Gambling Permit #: X- 40004	Date of Raffle Drawing: March 16, 2023
INSTRUCTIONS:			
<ul style="list-style-type: none"> The purpose of this form is to help your organization conduct exempt raffles in compliance with the requirements listed below. Detailed information regarding each requirement is available by clicking on the following links (in blue italics): 1) applicable statutes and rules; 2) the <i>Lawful Gambling Manual</i> chapter on raffles; 3) the online class, <i>"Conduct of Raffles"</i>; and 4) the <i>phone number and email address</i> of your county's Compliance Specialist. After reading each checklist item, mark "Yes" to indicate that you understand the requirement and agree to comply. After answering "Yes" to each applicable item, your organization's CEO must sign the acknowledgment below. Include the completed checklist as part of your application to conduct an exempt raffle. 			
Yes	N/A	<ul style="list-style-type: none"> If tickets will be sold prior to the event, mark "Yes" to item #1 and mark "N/A" to items #2 and #3. If tickets are sold only at the event using theater tickets, mark "N/A" to item #1 and answer "Yes" to items #2 and #3. 	Yes
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Tickets are printed in accordance with MN Rule 7861.0310 .	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Tickets contain the sequential number of the raffle ticket. (349.173)	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (349.173)	<input checked="" type="checkbox"/>
Yes	Prizes		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	4. The organization is the sole owner of all the real or personal property to be awarded. (7861.0260)		<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)	Yes	House Rules
<input checked="" type="checkbox"/>	6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. (7861.0260)	<input checked="" type="checkbox"/>	14. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.
<input checked="" type="checkbox"/>	7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. (349.166)	Yes	Post Raffle Conduct
<input checked="" type="checkbox"/>	8. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (340A.707)	<input checked="" type="checkbox"/>	15. An exempt permit financial report (LG220A) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (349.166)
		<input checked="" type="checkbox"/>	16. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 3a & 25)
		<input checked="" type="checkbox"/>	17. Gambling records must be kept for 3½ years. (7861.0310)
CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)			
Noncompliant Activity: I acknowledge by signing below that my organization must follow all raffle rules and that any gambling activity conducted by the organization at the event that is not in compliance with Minnesota Statute and Rule may subject the organization to citation or the inability to receive future permits to conduct gambling. I understand that my permit will not be issued until this form has been completed and submitted to the Minnesota Gambling Control Board.			
Signature: 		Date: 2-9-2023	Print Name: Jennifer Brady
<small>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application.</small>		<small>Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</small>	

This form will be made available in alternative format (i.e., large print, braille) upon request.

An equal opportunity employer

How You May Spend Gambling Funds	How You May Not Spend Gambling Funds
<p>Allowable expenses - Gambling funds may be spent for allowable expenses, such as:</p> <ul style="list-style-type: none"> • gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games); • advertising; • printing raffle tickets; or • any services or goods that are directly related to the conduct of your gambling. <p>Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose):</p> <ul style="list-style-type: none"> • to or by 501(c)(3) organization and 501(c)(4) festival organizations; • relieving the effects of poverty, homelessness, or disability; • problem gambling programs approved by the Minnesota Department of Human Services; • public or private nonprofit school; • scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships); • church; • recognition of military service (open to public) or active military personnel in need; • activities and facilities benefiting youth under age 21; • citizen monitoring of surface water quality, with data submitted to Minnesota PCA; • unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed); • wildlife management projects or activities that benefit the public-at-large, with DNR approval; • grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval; • supplies and materials for DNR training and educational programs; • nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled; • community arts organizations or programs; • humanitarian service recognizing volunteerism or philanthropy; and • acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements). 	<ol style="list-style-type: none"> 1. Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund. 2. Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure. 3. Government - An expenditure may not be made for: <ul style="list-style-type: none"> • influencing the nomination or election of a candidate for public office; • promoting or defeating a ballot question; or • any activity intended to influence an election or a governmental decision-making process. 4. Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency. 5. Pension - A contribution may not be made to a government pension or retirement fund, such as a fire relief association. 6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255. 7. Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages. 8. Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund. 9. Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization. 10. Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:	
End of Probations	
Primary Originating Division/Dept.: Human Resources Contact: Kristy Larson Title: HR Director Amount of Time Requested minutes Presenter: Kristy Larson Title: HR Director	Meeting Date: 02/14/2023 Item Type: Consent Agenda <small>(Select One)</small> Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: <small>(Select One)</small> Facilities and Space - preserve, maintain and build our assets	
BACKGROUND/JUSTIFICATION: Property & Public Services Property & Public Services Director Jaci Kopet has requested the end of probation for Spencer Crawford, Deputy Zoning Administrator, effective January 18, 2023. Health & Human Services Health & Human Services Director Cassie Sassenberg has requested the end of probation for Richard Drenckhahn, Children's Mental Health Social Worker, effective January 24, 2023. Sheriff's Office Sheriff Dave Lange has requested the end of probation for Kaylen Kraus, Deputy Sheriff, effective February 7, 2023.	
Supporting Documents: <input type="radio"/> Attached <input checked="" type="radio"/> In Signature Folder <input type="radio"/> None	
Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A	
ACTION REQUESTED: Grant end of probationary status	
FISCAL IMPACT: Other <small>(Select One)</small> If "Other", specify	FUNDING County Dollars = Grant <small>(Select One)</small>
FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item: Agreement with Anoka County East Central Regional Juvenile Center						
Primary Originating Division/Dept.: Community Corrections Contact: Rich Molitor Title: Director Amount of Time Requested: 10 minutes Presenter: Rich Molitor Title: Director	Meeting Date: 02/14/2023 Item Type: Regular Agenda <small>(Select One)</small> Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No					
County Strategy: Programs and Services - deliver value-added quality services <small>(Select One)</small>						
BACKGROUND/JUSTIFICATION: Placement bed agreement with Anoka County East Central Regional Juvenile Center. Attached is the drafted agreement with Anoka County. Also attached is an example of the Advisory Committee Meeting Minutes and the Joint Powers agreement between the existing 19 counties.						
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None						
Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No If "yes", when? (provide year; mm/dd/yy if known) No						
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A						
ACTION REQUESTED: Approval of Agreement and signatures						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: Included in current budget <small>(Select One)</small> If "Other", specify: </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = State <small>(Select One)</small> </td> </tr> <tr> <td style="vertical-align: top;"> FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments: </td> <td style="vertical-align: top;"> Total: </td> </tr> </table>			FISCAL IMPACT: Included in current budget <small>(Select One)</small> If "Other", specify:	FUNDING County Dollars = State <small>(Select One)</small>	FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:
FISCAL IMPACT: Included in current budget <small>(Select One)</small> If "Other", specify:	FUNDING County Dollars = State <small>(Select One)</small>					
FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:					

**AGREEMENT
BETWEEN NICOLLET COUNTY AND ANOKA COUNTY
FOR CONTRACT BEDS**

THIS CONTRACT is made and entered into between Nicollet County, a political subdivision of the State of Minnesota, and Anoka County, a political subdivision of the State of Minnesota.

WHEREAS, the parties have entered into a joint powers agreement dated January 1, 2022, for the operation of the East Central Regional Secure Juvenile Detention and Treatment Facility; and

WHEREAS, Nicollet County wishes to reserve beds for secure detention and treatment for juvenile offenders; and

WHEREAS, Anoka County desires and is able to provide the above stated services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the following:

**ARTICLE I
Definitions**

In the interpretation of this contract, the following definitions shall have the meanings given to them.

- (1) "Advisory Committee" means the committee created by the Joint Powers Agreement in Section 7.01.
- (2) "Contract Bed" means minimum of One (1) Facility bed which Anoka County reserves for use by the Placing County for secure detention or treatment of juvenile offenders and for which the Placing County guarantees to make payment, whether or not used by the Placing County.
- (3) "Emergency Medical Treatment" means medical treatment for a condition which, in the judgment of the physician or staff in attendance, is life-threatening unless immediate action is taken, or constitutes a substantial injury.
- (4) "Facility" means the secure juvenile detention and treatment facility at the East Central Regional Juvenile Center located in Lino Lakes, Anoka County.
- (5) "Facility Superintendent" means the Anoka County employee assigned to manage and direct the operations of the Facility, or his/her designee.
- (6) "Joint Powers Agreement" means the Joint Powers Agreement for Secure Juvenile Detention and Treatment Facility, dated January 1, 2022.

- (7) "Juvenile" means a male or a female through age 18, who has been taken into custody for a criminal offense or violation of probation, or a male or a female regardless of age who remains under the jurisdiction of the Juvenile Court. Children in Need of Protection or Services (CHIPS) shall not be admitted under this contract, unless they are charged with a criminal offense.
- (8) "Juvenile Day" means a twenty-four (24) hour period in which a Juvenile is admitted to the Facility. The day of admission, notwithstanding the hour of admission, shall be deemed the first Juvenile Day. The day of release, notwithstanding the hour of release, shall not be deemed a Juvenile Day.
- (9) "Local Law Enforcement" means personnel from the Nicollet County Corrections Department and police departments located within Nicollet County.
- (10) "Per Diem" shall mean the charge per Juvenile Day established annually by the Anoka County Board of Commissioners pursuant to Section 8.02 of the Joint Powers Agreement.
- (11) "Placing County" means Nicollet County.
- (12) "Placing County Corrections Staff" means an employee of the Nicollet County Community Corrections.
- (13) "Referring Agent" means Placing County Corrections Staff or Local Law Enforcement, when accompanied with an arrest hold, court order or warrant for detention of a Juvenile.
- (14) "Short-Term Bed" means a bed for detention, or for treatment with placement not to exceed 90 days.

ARTICLE II

Term of the Contract and Renewal

Section 2.01: Term.

The term of the contract shall begin on March 1, 2023 and shall continue until December 31, 2026 which shall automatically renew for an additional period of five years beginning January 1, 2027, unless terminated by the parties pursuant to Article XI of this contract or upon the withdrawal of the Placing County under the joint powers agreement.

Section 2.02: Renewal.

This contract may be renewed by written agreement of Anoka County and the Placing County for such period of time as may be agreed upon assuming the Placing County is a Member of the joint powers agreement.

ARTICLE III

Services Provided

Section 3.01: Services.

Anoka County shall reserve One (1) Bed for use by the Placing County for secure detention and/or treatment of Juvenile offenders.

Section 3.02: Objectives.

The objective of this contract is to ensure the safety and security of the general public and of the detained Juvenile.

Section 3.03: Location.

The location of the services to be provided through this contract is:

East Central Regional Juvenile Center
7565 Fourth Avenue
Lino Lakes, MN 55014-1097

Section 3.04: Basic Program Services.

Anoka County shall provide basic program services to Juveniles admitted to the Facility in accordance with the programming established by Anoka County in consultation with the Advisory Committee.

**ARTICLE IV
Payment for Services**

Section 4.01: Charge for Basic Services.

The Placing County shall pay the membership rate for contracted beds as set forth in the joint powers agreement for each Bed reserved. The Placing County shall also pay a Per Diem charge for each Juvenile Day for beds used in excess of its reserved number of beds. The Per Diem charge shall include all direct service and administrative costs for the Juvenile's room and board and basic program services. The per diem charge will be paid to Anoka County in 12 equal monthly installments based on the number of reserved beds agreed upon.

At the beginning of each calendar year, Anoka County shall prepare an annual reconciliation of accounts and bill the Placing County in accordance with Section 8.04 of the Joint Powers Agreement. The Placing County shall submit payment to Anoka County within thirty-five (35) days of the invoice date assuming that the Placing County agrees the reconciliation.

Section 4.02: Cost of Specially-Arranged Services.

The Per Diem charge shall not include specially-arranged services, such as medical, psychological or psychiatric services, transportation, or guard services required to maintain security during a Juvenile's hospitalization. The Placing County shall pay for such specially-arranged services directly to the vendor providing the service or reimburse Anoka County for the costs incurred, as appropriate.

Section 4.03: Invoices.

Anoka County shall, within fifteen (15) working days following the last day of each calendar month in which services were provided, submit an invoice and request for payment to:

Rich Molitor, Community Corrections Director
Nicollet County Community Corrections
501 South Minnesota Avenue
St. Peter, MN 56082

The invoice shall include a statement of the number of Juvenile Days the bed was used and the name of the Juvenile placed. The invoice shall also itemize any amounts due for specially-arranged services.

Section 4.04: Payment Procedure.

The Placing County shall make payment to Anoka County within thirty-five (35) days of the invoice date assuming there are no errors in the billing. If the invoice is incorrect, defective, or otherwise improper, the Placing County will notify Anoka County within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Anoka County, the Placing County will make payment within thirty-five (35) days of the corrected invoice date.

Section 4.05: Final Payment.

Final payment shall not be made until the Placing County is satisfied that Anoka County has complied with the provisions of Minn. Stat. § 290.92. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement.

ARTICLE V
Specially-Arranged Services

Section 5.01: Non-Emergency Medical Treatment.

If Anoka County determines that a Juvenile admitted under this contract is in need of non-emergency medical treatment, Anoka County shall attempt to utilize family insurance to obtain such treatment. In the event that the cost is not paid by the family insurance, Anoka County will forward the invoice for said medical treatment to the Placing County for payment to the provider pursuant to Section 5.05. In the event that family insurance is not available and the cost of the non-emergency medical treatment is estimated to cost more than twice the current per diem charge, Anoka County shall contact the Placing County Corrections Staff for prior authorization for such treatment.

Section 5.02: Emergency Medical Treatment.

In the event a Juvenile admitted to the Facility under this contract requires Emergency Medical Treatment that does not require hospitalization, Anoka County shall notify Placing County Corrections Staff the next working day.

In the event a Juvenile admitted to the Facility under this contract requires Emergency Medical Treatment that requires hospitalization, Anoka County shall notify Placing County Corrections Staff through the Placing County's sheriff dispatcher at 507-931-1570.

Section 5.03: Guard Services.

Anoka County shall not be responsible to provide guard services to Juveniles who require hospitalization unless agreed to by both parties to this contract. Such guard services may include an additional charge to be agreed upon by the parties.

Section 5.04: Other Specially-Arranged Services.

The Placing County shall be responsible for the arrangement of all other specially-arranged services, including but not limited to, psychological services, psychiatric services or transportation.

Section 5.05: Billing for Specially-Arranged Services.

Any unpaid specially-arranged services provided to a Juvenile placed in the Facility under this contract shall be the responsibility of the Placing County. Anoka County shall have no

responsibility for billing parents, guardians or other responsible parties for medical bills or any other specially-arranged services.

ARTICLE VI

Admission/Discharge Standards

Section 6.01: Requirement of Court Order, Warrant, or Arrest Hold.

Anoka County shall not admit Juveniles unless transported to the Facility by a Referring Agent who has a court order, warrant, or arrest hold. The Referring Agent shall call the Facility at least 30 minutes prior to the estimated time of arrival to verify that appropriate bed space is available.

Section 6.02: Notification of Placing County Corrections Staff.

Anoka County shall notify Placing County Corrections Staff by the next business day of Juveniles admitted by a Referring Agent other than the Placing County Corrections Staff.

Section 6.03: Refusal of Admission.

Anoka County may refuse to admit a Juvenile under this contract where, in the reasonable belief of the Facility Superintendent, the Juvenile cannot be physically maintained at the Facility because of the Juvenile's physical or mental condition.

Section 6.04: Notice of Discharge.

In the case where the Placing County is using Short-Term Beds in excess of its reserved number of Short-Term Beds, and Anoka County needs to discharge a Juvenile being held for detention purposes in order to satisfy its duty to provide a reserved bed to another county, Anoka County shall give Placing County Corrections Staff at least 48 hours notice. Upon receipt of notice, the Placing County shall promptly remove the discharged Juvenile.

Section 6.05: Discharge Required by Law.

The Placing County shall be responsible for complying with all legal requirements needed to hold the Juvenile in the Facility. In the case where the Placing County has not completed all legal requirements necessary to continue to hold a Juvenile admitted to the Facility or a court order requires the discharge of a Juvenile, the Placing County shall promptly make arrangements to remove the Juvenile from the Facility.

ARTICLE VII

Reporting Requirements

Section 7.01: Reports by Anoka County.

The Referring Agent shall provide to Anoka County all information required on the Anoka County intake detention report form provided by Anoka County. Anoka County shall maintain all intake detention reports required under Minnesota law and provide said reports to Placing County Corrections Staff upon request.

Section 7.02: Notification of Continued Detention Status.

After a hearing on the continued detention of a Juvenile detained at the Facility, Placing County Corrections Staff shall notify the Facility before 5:00 p.m. on the same business day, whether or not the Juvenile will return to the Facility. If the Placing County Corrections Staff fails to notify the Facility within the time specified in this section, the Juvenile shall be considered discharged from the Facility.

ARTICLE VIII

**Probable Cause/
Other Juvenile Court Statutory Requirements**

Section 8.01: Probable Cause Requirements.

Anoka County shall not be responsible for meeting the requirement to file a finding of probable cause for detention of Juveniles detained under this contract.

Section 8.02: Other Juvenile Court Statutory Requirements.

Anoka County shall not be responsible for compliance with any juvenile court statutory requirements except for those specifically directed at juvenile detention facilities.

**ARTICLE IX
Compliance with Laws/Standards**

Section 9.01: Requirements of Law.

Anoka County and the Placing County shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this contract.

Section 9.02: Licenses and Permits.

Anoka County shall be responsible for obtaining and maintaining all licenses, permits or other rights required for the provision of services under this contract.

Section 9.03: Governing Law.

This contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All judicial proceedings related to this contract shall be venued in the Tenth Judicial District of the State of Minnesota.

**ARTICLE X
Default and Remedies**

Section 10.01: Damages.

In the event of a party's failure to perform obligations under this contract, that party shall be liable to the other party for any and all damages reasonably sustained by the other party as a result of such failure.

Section 10.02: Failure to Pay.

If the Placing County's undisputed payment due under this contract becomes delinquent by 120 days or more, Anoka County may refuse to admit Juveniles from the Placing County until the Placing County's account becomes current and the Placing County's Contract Bed becomes available.

Section 10.03: Remedies Cumulative.

All remedies provided for herein or otherwise available at law or equity shall be cumulative. The election of any remedy shall not bar other remedies available to the party.

Section 10.04: Waiver of Default.

The waiver of any default by a party, or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default. The making or acceptance of a payment by a party with knowledge of the existence of a default shall not operate or be construed to operate as a waiver of any subsequent default.

Section 10.05: Force Majeure.

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to an uncontrollable circumstance as defined in Article XII of the Joint Powers Agreement.

**ARTICLE XI
Withdrawal/Termination**

Section 11.01: Withdrawal.

The Placing County may withdraw from this contract in accordance with the procedures, terms and conditions set forth in Article IX of the Joint Powers Agreement.

Section 11.02: Termination.

This contract may be terminated in accordance with the procedures, terms and conditions set forth in Article IX of the Joint Powers Agreement.

**ARTICLE XII
General Provisions**

Section 12.01: Entire Agreement, Amendment.

This contract and the Joint Powers Agreement contain the entire agreement of Anoka County and the Placing County and shall supersede all oral and written agreements and negotiations by the parties relating to the subject matter of this contract. This contract may be amended only by written agreement of Anoka County and the Placing County, in consultation with the Advisory Committee.

Section 12.02: Severability.

The provisions of this contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the contract is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this contract.

Section 12.03: Liaison.

To assist the parties in the day-to-day performance of this contract and to develop service, ensure compliance, and provide ongoing consultation and coordination, Anoka County and the Placing County shall each designate a liaison. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of the execution of this contract the following persons are the designated liaisons:

Anoka County Liaison: Nate Parker

Telephone: 763-324-4823

Placing County Liaison: Rich Molitor

Telephone: 507-934-7884

Section 12.04: Independent Contractor.

For the purposes of this contract, both parties shall be deemed to be independent contractors and not employees of the other party. Any and all agents, servants, or employees of a party or other persons, while engaged in the performance of any work or services required to be performed by a party under this contract, shall not be considered employees of the other party for any purpose.

Section 12.05: Subcontracts, Assignment.

The Placing County may not subcontract, assign or otherwise transfer its obligations under this contract.

Section 12.06: Successors.

The Placing County and Anoka County each binds itself and its successors, legal representatives, and assigns to the other party and to the partners, successors, legal representatives, and assigns of such other party, in respect to all rights and obligations under this contract.

Section 12.07: Liability.

Each party shall be responsible for its own acts and those of its elected officials, employees, agents, and subcontractors and the results thereof, and shall not be responsible for the acts of any other party, its elected officials, employees, agents, or subcontractors and the results thereof, except as otherwise provided in this contract and the Joint Powers Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date(s) indicated below.

COUNTY OF NICOLLET

COUNTY OF ANOKA

By: _____
Jack Kolars, Chair
County Board of Commissioners

By: _____
Rhonda Sivarajah
Anoka County Administrator

Dated: _____

Dated: _____

By: _____
Mandy Landkamer
County Administrator

Dated: _____

Approved as to Form and Execution:

Approved as to Form and Execution:

By: _____
Michelle Zehnder Fischer
County Attorney

By: _____
Nancy Norman Sommer
Assistant County Attorney

Dated: _____

Dated: _____

EXHIBIT C**Revenue Shortfall Example**

- With a 25.5 Bed Membership using a 31 bed scenario
- By RJC Member County Contracted beds %
- Budget at 31 and sell 29 leaving a 2 bed shortfall (\$218,060)

County	Beds	%	\$ Shortfall
Aitkin	1	4	\$8,551
Anoka	5	19.5	\$42,758
Benton	1	4	\$8,551
Chisago	2	7.8	\$17,103
Freeborn	1	4	\$8,551
Isanti	1	4	\$8,551
Kanabec	.5	2	\$4,276
McLeod	1	4	\$8,551
Mille Lacs	2	7.8	\$17,103
Pine	1	4	\$8,551
Sherburne	1	4	\$8,551
Stearns	1	4	\$8,551
Washington	5	19.5	\$42,758
Wright	3	11.74	\$25,654

EXHIBIT D

ORIGINAL STATE GRANT MONIES

Anoka	\$923,275
Benton	125,732
Chisago	113,508
Isanti	115,989
Kanabec	65,958
Mille Lacs	86,550
Pine	99,638
Sherburne	140,892
Stearns (50%)	235,085
Washington (50%)	220,370
Wright	<u>227,454</u>
Total	\$2,354,451

Anoka County Contract # C0008712

**JOINT POWERS AGREEMENT
FOR
SECURE JUVENILE DETENTION
AND TREATMENT FACILITY**

THIS AGREEMENT is made and entered into this 1st day of January 2022, by and between Anoka County, Benton County, Chisago County, Isanti County, Kanabec County, Mille Lacs County, Pine County, Sherburne County, Stearns County, Washington County and Wright County.

WHEREAS, in 1995, the undersigned counties and others utilized State of Minnesota grant monies for construction of a 36-bed secure juvenile detention and treatment facility, and financed the balance of construction costs with general obligation bonds issued by Anoka County; and

WHEREAS, the counties worked together pursuant to a Joint Powers Agreement to cooperatively address their long-term needs for secure juvenile detention and treatment facility capacity since that time;

WHEREAS, the undersigned counties wish to continue to cooperatively address these needs; and

WHEREAS, the undersigned counties may enter into this joint powers agreement pursuant to the authority set forth in Minn. Stat. § 471.59.

THEREFORE, in consideration of the mutual promises and benefits that each party shall derive herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
Definitions**

In the interpretation of this Agreement, the following definitions shall have the meanings given to them.

- (1) "Advisory Board" means the committee created by this Agreement pursuant to Section 7.01.
- (2) "Agreement for Contract Beds" means an agreement between Anoka County and another Member County pursuant to Section 6.01 and Exhibit B of this Agreement.

Anoka County Contract # C0008712

- (3) "Contract Bed" means a Facility bed that Anoka County reserves for use by a Member County for secure detention or programming of juvenile offenders and for which said Member County guarantees to make payment, whether or not used by that Member County.
- (4) "Facility" means the secure juvenile detention and treatment facility at the Anoka County Juvenile Center in Lino Lakes, Anoka County, Minnesota.
- (5) "Facility Superintendent" means the Anoka County employee assigned to manage and direct the operations of the Facility, or his/her designee.
- (6) "Joint Contract Bed" means a Contract Bed that Anoka County reserves for the shared use by two Member Counties for secure detention or programming of juvenile offenders and for which each of the two Member Counties guarantees to make payment, whether or not used by that Member County.
- (7) "Member County" means any of the following counties that enter into this Agreement: Anoka County, Benton County, Chisago County, Isanti County, Kanabec County, Mille Lacs County, Pine County, Sherburne County, Stearns County, Washington County and Wright County.
- (8) "Non-Member County" means a county that is not a party to this Agreement.
- (9) "Unreserved Bed" means a Facility bed other than a Contract Bed.
- (10) "Prior Agreement" means the Joint Powers Agreement between the Member Counties and others in effect from January 1, 2012 until December 31, 2021 which served the same purpose as this Agreement.

ARTICLE II
Purpose

This Agreement has been executed for the purpose of jointly addressing the Member Counties' long-term needs for secure juvenile detention and treatment facility capacity.

ARTICLE III
Term

Section 3.01: Automatic Termination of Prior Agreement.

Adoption of this Agreement by all the Member Counties shall automatically terminate all prior agreements effective December 31, 2021.

Anoka County Contract # C0008712

Section 3.02: Commencement Date and Term of This Agreement.

This Agreement shall commence on January 1, 2022, notwithstanding the dates of the signatures of the parties, and shall continue in full force and effect until December 31, 2026 unless earlier terminated by the parties pursuant to Article IX of this Agreement.

Section 3.03: Automatic Renewal Term.

This Agreement shall automatically renew for a period of five years effective January 1, 2027 unless the parties notify one another of their intent to terminate their participation in this agreement, prior to January 1, 2026. This Agreement may be renewed subsequently by written agreement of Anoka County and any or all of the other Member Counties for such period of time as may be agreed upon and to perform all of its obligations under this Agreement.

**ARTICLE IV
Delegation of Authority**

The Member Counties hereby delegate to Anoka County all authority necessary and convenient to equip, own, maintain and operate the Facility in accordance with the terms of this Agreement. Anoka County shall have all authority necessary or convenient to accomplish the purpose of this Agreement.

**ARTICLE V
Rights and Obligations of Anoka County**

Section 5.01: Ownership of the Facility.

The Facility is owned by Anoka County and constructed on property owned by Anoka County at the site of the Anoka County Juvenile Center in Lino Lakes, Anoka County, Minnesota. The Facility is designed and constructed with three living units for twelve juveniles each, for a total of 36 beds. Anoka County is responsible and in control of the method and manner used for the maintenance and repair of the facility in consultation with the Advisory Board.

Section 5.02: Operation of the Facility.

Anoka County shall provide all labor, equipment, tools, supplies and other materials necessary to operate the Facility. Anoka County specifically reserves the right to operate only the number of living units necessary to satisfy its obligations under this Agreement and all Agreements for Contract Beds. Anoka County shall maintain and operate the Facility in accordance with all agreements contained within this Joint Powers Agreement and all applicable laws and rules governing its operation, including Minn. Stat. chapter 241.

Anoka County Contract # C0008712

Section 5.03: Contract Beds.

Anoka County reserves for each Member County the right to use the number of Contract Beds for which it contracts in accordance with Section 6.01 of this Agreement. It is anticipated by the parties that there are two basic types of Contract Beds available: (1) beds for detention, and (2) beds for short-term programming. If a Member County reserves Contract Beds but does not use them, Anoka County will attempt to fill those Contract Beds. A Member County may purchase available bed space in excess of its Contract Beds. At the beginning of each calendar year, Anoka County shall reconcile all accounts in accordance with Section 8.04.

Section 5.04: Allocation of Unused Contract Beds.

Unused Beds are available for allocation according to the following priority:

- (1) A Member County;
- (2) Any other Non-Member County.

Anoka County will attempt to fill unused beds in order to minimize costs to the Member Counties; provided, however, that Anoka County reserves the right to make the final decision concerning allocation of unused beds.

ARTICLE VI

Rights and Obligations of Member Counties

Section 6.01: Agreements for Contract Beds.

Anoka County and each other Member County shall enter into an Agreement for Contract Beds as outlined in Exhibit A, attached and made a part of this Agreement. After consultation with the Advisory Board, the allocation of Contract Beds to a Member County in Exhibit A may be modified by agreement of Anoka County and each Member County whose number of Contract Beds will be affected by the modification. Two Member Counties may be allocated a Joint Contract Bed for the shared use of the two Member Counties in accordance with the requirements of this section and Section 6.06. Agreements for Contract Beds shall be in the form of the agreement set forth in Exhibit B, attached and made a part of this Agreement. After consultation with the Advisory Board, Anoka County and any other Member County may make modifications to the agreement set forth in Exhibit B if all parties to that agreement agree.

Section 6.02: Cooperation.

Each Member County shall cooperate and use its best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

Anoka County Contract # C0008712

Section 8.03: Compliance with Legal Requirements.

Each Member County agrees to comply with all legal requirements in effectuating this Agreement. Where provisions of this Agreement are in conflict with the requirements of law, the law shall control.

Section 8.04: Payments.

Each Member County shall pay equal monthly payments for all Contracted Beds based on the annualized calculation of cost associated for the number of beds each county has contracted. $((\text{Contracted Beds} \times \text{per diem} \times 365) \div 12)$. The monthly payments are established based on the per diem as established for Member Counties. Each Member County shall pay the full per diem rate for contracted beds even if they were unused. Additional beds used by Member Counties will be billed to each county based on the membership rate established at the beginning of the year. Once reconciliation of over used beds occurs Anoka County will invoice each county for beds used in excess of contracted amount. This will be done in accordance with the requirements of Article VIII and its Agreement for Contract Beds. A budget deficit will be absorbed by Member Counties as more fully set out in Section 8.04 and illustrated in Exhibit C. In addition to monthly and additional over utilized per diem payments, each Member County shall pay all additional amounts due, including but not limited to, medical, transportation, security and other special services, as specified in its Agreement for Contract Beds (Exhibit B).

Section 8.05: Joint Contract Beds.

If two Member Counties reserve a Joint Contract Bed pursuant to Section 8.02, the Joint Contract Bed shall be used on a first-come, first-served basis according to the following priority:

- (1) If a Member County has separately contracted for one or more Contract Beds, those beds shall be filled before the Member County is allowed to fill its Joint Contract Bed.

All provisions of the Agreement relating to Contract Beds shall apply to Joint Contract Beds, except:

- (1) A Member County is not entitled to use its Joint Contract Bed when it is filled by the other Member County that has contracted for use of that Joint Contract Bed.
- (2) Each Member County reserving a Joint Contract Bed shall guarantee to make monthly payments for one-half of the Joint Contract Bed, whether or not available to or used by that Member County, or if the bed was unused. Each Member County reserving a Joint Contract Bed shall be allocated one-half of any amount due for a whole Contract Bed for purposes of performing the annual reconciliation, described in Section 8.04, whether or not that bed was available to or used by that Member County.
- (3) Two Member Counties wishing to share a Joint Contract Bed shall be responsible for coordinating the equitable use of the Joint Contract Bed.
- (4) Anoka County may establish terms and conditions, in consultation with the Advisory Board, to effectuate this provision.

Anoka County Contract # C0008712

- (5) If one of the two Member Counties contracting for Joint Contract Bed withdraws from this Agreement, the other Member County shall have the right of first refusal to contract for the open portion of the Joint Contract Bed. If that Member County does not wish to contract for the open portion and no other Member County wishes to contract for the open portion, the entire bed shall become an Unreserved Bed.

ARTICLE VII Advisory Board

Section 7.01: Establishment of Advisory Board.

Each Board of Commissioners of each Member County shall appoint two persons to participate on an Advisory Board and act as liaisons with the other Member Counties. The Advisory Board shall continue throughout the duration of this Agreement. The Advisory Board shall be advisory only and shall not be a joint powers board under Minn. Stat. § 471.59. The Facility Superintendent shall serve as an *ex officio*, non-voting member of the Advisory Board.

Section 7.02: Duties of Advisory Board.

The Advisory Board shall have the following duties:

- (1) review and comment on Anoka County's proposed annual Facility operating budget and per diem charges prior to adoption by the Anoka County Board of Commissioners;
- (2) assist in the ongoing coordination of the use of the Facility, including bed usage and bed allocation;
- (3) assist in the development of the programs offered at the Facility; and
- (4) assist in other matters relating to the Facility as requested by Anoka County.

Section 7.03: Voting.

The Advisory Board shall function by majority vote. Each Member County shall have voting privileges based on their bed membership commitment. One representative from each Member County will cast a weighted vote. All half bed members counties votes will be weighted as one vote; Counties that contract for between 1 and 2 beds, will be weighted as 2 votes; and all Counties that contract for 3 or more beds will be weighted as 3 votes. Voting will be exercised by its County Commissioner, its Director, or appointed alternate to the County Commissioner or the Director. Only one representative of a Member County needs to be present in order to cast that Member County's weighted vote. Voting by proxy shall not be allowed.

Section 7.04: By-laws.

The Advisory Board shall have the authority to adopt by-laws if deemed necessary or desirable to conduct the business of the Advisory Board. The by-laws shall be consistent with this Agreement and the requirements of law.

Anoka County Contract # C0008712

Section 7.05: Chair and Vice-Chair.

The Advisory Board shall have an elected chair and vice-chair. The chair and vice-chair shall be elected by the Advisory Board from its membership for terms of two years. The chair shall preside at all meetings of the Advisory Board and shall perform other duties and functions as may be determined by the Advisory Board. The vice-chair shall preside over and act for the chair during the absence of the chair. If both the chair and vice-chair are absent, the Advisory Board may elect a temporary chair to conduct its business.

Section 7.06: Meetings.

The Advisory Board shall meet according to a schedule to be established by the Advisory Board. Upon reasonable notice to all Member Counties, special meetings may be called by the chair or, upon request, by any two Member Counties.

**ARTICLE VIII
Funding**

Section 8.01: Annual Budget.

Anoka County shall prepare an annual operating budget for the Facility for the following calendar year and present it to the Advisory Board for review and comment. The operating budget shall include all anticipated costs, including but not limited to: estimated costs and expenses for the operation and maintenance of the Facility and an estimate of all costs and expenses related to Anoka County's other obligations under this Agreement. Anoka County may charge for contribution to a self-insurance risk pool. Revenues from Non-Member Counties for surcharges established in accordance with Section 8.02 shall be reflected in the proposed operating budget for the next calendar year. Prior to adoption of said annual operating budget, the Anoka County Board of Commissioners shall consider any comments and recommendations made by the Advisory Board.

Section 8.02: Per Diem Rates.

Anoka County, in consultation with the Advisory Board, may compute the per diem rate based on the occupancy rate, depending on the circumstances existing at the time. The per diem charge for use of the Facility shall be calculated annually by dividing the approved operating budget by 365 days and then by the estimated occupancy rate of beds for the upcoming year.

In addition to the per diem rate, Non-Member Counties may be required to pay an additional per diem surcharge established by the Anoka County Board of Commissioners. The method of computing said surcharge shall be established by the Anoka County Board of Commissioners in consultation with the Advisory Board and shall take into consideration all additional administrative costs incurred by Anoka County as a result of providing a bed to a Non-Member County and the additional Debt Service incurred by the Member Counties because the Non-Member County's State grant monies were not allocated for construction of the Facility.

Anoka County Contract # C0008712

Section 8.03: Payment.

Each Member County shall make payments for all amounts due as outlined on the Anoka County Invoice in accordance with this Agreement and its Agreement for Contract Beds. On a monthly basis, each Member County shall pay one twelfth of the annual rate for their selected contract beds. This equates to twelve equal monthly payments based on the contracted number of beds as calculated using the approved annual per diem rate. The monthly invoice shall also include charges for specially-arranged services not paid directly by the Member County.

At the beginning of each calendar year, Anoka County shall prepare an annual reconciliation of accounts in accordance with Section 8.04 and bill each Member County for its share of any beds used over and above the contracted number paid for through the monthly installment as specified above. In accordance with Section 8.04, each Member County also shall pay for its share of any per diem shortfall created because Unreserved Beds were not used.

Each Member County shall submit payment to Anoka County within thirty-five (35) days following the invoice date.

Section 8.04: Annual Reconciliation of Accounts.

At the beginning of each calendar year, Anoka County shall reconcile the accounts of the Member Counties. Anoka County shall identify any per diem shortfall for Contracted Beds and Unreserved Beds. If such a shortfall exists, Anoka County will allocate the shortfall among the Member Counties using a two-step computation.

Step One: Anoka County will ensure that all contracted beds have been paid based on the monthly installments agreed upon by each Member County. Anoka County will determine the number of beds used by each Member County. If a county has used more than the contracted number already covered by the monthly payments Anoka County will bill the Member County, at the member per diem rate, for over utilized beds.

In the case of a Joint Contract Bed, Anoka County will ensure that the joint contract beds have been paid based upon the monthly installments agreed upon by the joint counties. If the joint counties have used more than the contracted number already covered by the monthly payments, Anoka County will bill the joint counties in proportional shares based upon the overutilization of the contracted joint bed. Each Joint Member County shall submit payment to Anoka County for all over utilized beds.

Step Two: Once each Member County's individual bed use has been accounted for and all Member County over utilized beds have been accounted for, Anoka County shall determine whether a per diem shortfall exists for Unreserved Beds. If such a shortfall exists, each Member County shall be charged a share of the remaining per diem shortfall for that calendar year.

Anoka County Contract # C0008712

The unreserved per diem shortfall remains the financial responsibility of the Member Counties. The responsibility shall be distributed based on the bed contract percentage computed against the total beds reserved by the membership. The percentages are listed in Exhibit A.

In contrast, it may be determined that a per diem surplus exists because Anoka County was able to sell Unreserved Beds or Contracted Member beds in excess of the number it projected when it set the per diem charge. In that event, Anoka County will rebate a share of the surplus to each Member County based upon the bed contract percentage computed against the total beds reserved by the membership. For this purpose, the rebated share shall mean: (a) the total per diem surplus, divided by (b) the total number of Contract Beds and the Unreserved Beds purchased by all Member Counties in the prior calendar year, and multiplied by (c) the total number of Contract Beds and Unreserved Beds purchased by the individual Member County in the prior calendar year. **Any annual surplus funds may be divided between the applicable reserve funds as determined by the Advisory Board.**

Computations for the annual reconciliation shall be performed in a manner consistent with the example set forth in Exhibit C.

Section 8.05: Accountability for Funds.

All funds shall be strictly accounted for according to generally accepted accounting principles. Anoka County shall report to the Advisory Board at least annually on all receipts and disbursements related to this Agreement.

ARTICLE IX

Additional Member Counties, Withdrawal and Termination

Section 9.01: Additional Member Counties

Additional counties may be added to this Agreement without the need to amend this Agreement. Any county wishing to join this Agreement must provide a Resolution from their County Board stating their intent to join this Agreement. Upon receipt of the Resolution and declaration of the number of beds requested, the allocations in Attachment A shall be adjusted to reflect the additional county. The joining county shall be responsible for the apportioned share in the annual reconciliation of accounts.

Section 9.02: Withdrawal.

A Member County may withdraw from this Agreement and its Agreement for Contract Beds, under one of the following conditions:

- (1) With or without cause, with one year's prior written notice to Anoka County and the Chair of the Advisory Board, effective January 1 of the following year.

Anoka County Contract # C0008712

- (2) With one years' prior written notice to Anoka County and the Chair of the Advisory Board, effective January 1 if, excluding amounts for liability costs included pursuant to Section 10.01, Anoka County increases the per diem charge by more than the greater of 9% of the previous year's per diem charge.
- (3) In the event an uncontrollable circumstance as defined in Article XII causes a shutdown of the Facility for a period of more than six (6) months.
- (4) Anoka County may withdraw from this Agreement with one years' prior written notice to each Member County, effective January 1 of the following year, only when it is uneconomical or impractical to continue operation of the facility which shall be determined solely by Anoka County.

Section 9.03: Effect of Withdrawal.

In the event of withdrawal by any party, this Agreement shall remain in full force and effect as to all remaining Member Counties. Withdrawal shall not act to discharge any liability incurred or chargeable to any Member County before the effective date of withdrawal. Such liability shall continue until appropriately discharged by law or agreement. The withdrawing county shall be deemed a Non-Member County under this Agreement and said withdrawing county's Agreement for Contract Beds shall automatically terminate upon the effective date of withdrawal.

Section 9.04: Termination.

This Agreement shall terminate upon the occurrence of any one of the following events:

- (1) When parties withdraw pursuant to Section 9.01, making it impractical or uneconomical to continue, in the judgment of Anoka County in consultation with the Advisory Board;
- (2) When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction;
- (3) When all of the Member Counties agree, by resolution, to terminate the Agreement;
- (4) Upon damage or destruction of the Facility, if Anoka County, in its sole determination, determines that it is impractical or uneconomical to repair, restore or rebuild the Facility;
- (5) Upon the termination date herein unless renewed by written agreement of the parties.

Section 9.05: Effect of Termination; Distribution of Property.

Termination shall not discharge any liability incurred by Anoka County or the other Member Counties prior to termination of this Agreement. Upon termination of this Agreement, Anoka County shall retain all right, title, interest and ownership in the Facility and the Facility site;

Anoka County Contract # C0008712

ARTICLE X

Liability and Insurance

Section 10.01: Liability

Each party shall be responsible for its own acts and those of its elected officials, employees, agents, and subcontractors and the results thereof, and shall not be responsible for the acts of any other party, its elected officials, employees, agents, or subcontractors and the results thereof, except as otherwise provided in this Agreement. Claims, liabilities, obligations, losses, expenses (including reasonable attorney and other professional fees), judgments, and costs paid or incurred by Anoka County, which arise out of its performance or failure to perform its duties under this Agreement or the Agreements for Contract Beds, shall be included in the annual operating budget for the next calendar year, to the extent not covered by insurance proceeds or a self-insurance risk pool dedicated to the Facility. Amounts included in the annual operating budget under this section shall be pro-rated so that the total costs passed through to the Member Counties do not exceed 10% of the annual operating budget.

Section 10.02: Insurance.

Anoka County may purchase and maintain such insurance as will protect Anoka County and other Member Counties against risk of loss or damage to the Facility and Facility site and any improvements located thereon and against claims which may arise from the construction, operation, use or maintenance of the Facility and any other activities contemplated by this Agreement and Agreements for Contract Beds. The cost of any such insurance shall be included in the annual operating budget established pursuant to Section 8.02.

ARTICLE XI

Facility Modification, Reconstruction

In the event of damage to or destruction of the Facility or in the event that Anoka County is required to modify the Facility in order to comply with law, Anoka County may undertake the repair, restoration, rebuilding or modification of the Facility in consultation with the Advisory Board. To the extent that insurance proceeds are not available to pay the costs of such repair, restoration, rebuilding, or modification, each Member County shall cooperate, upon the request of Anoka County, in the issuance of additional indebtedness in an amount sufficient to pay the cost of such repair, restoration, rebuilding or modification. The Member County shall not approve the authorization of additional indebtedness without the approval of the Member County's Board of Commissioners. If the Member County does not agree to the incurred indebtedness, Anoka County may cancel the agreement as set forth herein, or incur the debt and absorb all costs related to the same. All amounts, less any insurance proceeds, expended by Anoka County in connection with such repair, restoration, rebuilding or modification shall be considered Debt Service payments to be included in the per diem charges established pursuant to Section 8.02.

Anoka County Contract # C0008712

ARTICLE XII

Uncontrollable Circumstances/Acts of God

The occurrence or non-occurrence of acts or events beyond the reasonable control of a party shall excuse that party's performance of obligations under this Agreement to the extent that the uncontrollable circumstance materially adversely affects that party's ability to perform pursuant to the terms outlined in Article IX Withdrawal and Termination, specifically § 9.01 through 9.03. Uncontrollable circumstances shall include but not be limited to the following:

- (1) Acts of God, including, but not limited to, floods, ice storms, blizzards, tornadoes, landslides, lightning, earthquakes, unusually severe weather, riots, insurrections, war or civil disorder affecting the performance of work, blockades, delays or defaults caused by public carriers, power or other utility failure, environmental emergencies, epidemics, pandemics, fires and explosions;
- (2) The adoption of or change in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement;
- (3) A suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the operation, construction, maintenance or reconstruction of the Facility;
- (4) Orders and/or judgment of any federal, state, or local court, administrative agency, or governmental body; or
- (5) Strikes or labor disputes.

Cost increases experienced by Anoka County in performing its obligations under this Agreement or the Agreements for Contract Beds caused by an uncontrollable circumstance shall be passed through to the Member Counties in the annual operating budget in the following calendar year. Anoka County, after consultation with the Advisory Board shall take steps to mitigate the loss incurred. If the Member County does not have the financial ability to incur the additional costs, they may withdraw from the agreement as set forth in Article IX.

ARTICLE XIII

General Provisions

Section 13.01: Entire Agreement, Amendment.

This Agreement contains the entire agreement of the Member Counties and shall supersede all oral and written agreements and negotiations by the parties relating to the subject matter of this Agreement. This Agreement may be amended only by written agreement of all Member Counties.

Section 13.02: Severability.

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any

Anoka County Contract # C0008712

rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 13.03: Notice.

All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed by U.S. Mail, at the following addresses:

Anoka County:	Dylan Warkentin, Director Anoka County Community Corrections 2100 Third Avenue, Suite C100 Anoka, MN 55303	(T.R. 04/15/2022) Freeborn County: Lyndon Stinson, Director Freeborn County Probation Services 411 Broadway S PO Box 1147 Albert Lea, MN 56007
Benton County:	Deb Anderson, District Supervisor Benton County 300 East Saint Germain Street St. Cloud, MN 56304	
Chisago County:	Amy Chavez, Director Chisago County Court Services 313 North Main Street, Room 124 Center City, MN 55012	(T.R. 04/21/2022) Aitkin County: Karl Genz, Director Aitkin County Community Corrections Aitkin County Judicial Center 209 2nd St NW, Room #178 Aitkin, MN 56431
Isanti County:	Timothy A. MacMillan, Director Isanti County Probation 555 18 th Ave. SW Cambridge, MN 55008	
Kanabec County:	Todd Eustice, Director Kanabec County Court Services 18 North Vine Street, Suite 233 Mora, MN 55051	
Mille Lacs County:	Deb Anderson, District Supervisor Mille Lacs County 225 6 th Avenue SE Mille Lacs, MN 56353	(T.R. 12/02/2022) McLeod County: Berit Spors, Director Social Services 520 Chandler Avenue Glencoe, MN 55336
Pine County:	Terry Fawcett, Director Pine County Probation 635 Northridge Dr NW Pine City, MN 55063	(T.R. 12/20/2022) MNPrairie: Patricia Harrelson, 507.923.2926, Patricia.Harrelson@mnprairie.org Dodge County: Joe Vogel, 507.328.7213, Joe.Vogel@olmstedcounty.gov Steele County: Timothy Schammel, 507.444.7720, Timothy.Schammel@co.steele.mn.us Waseca County: Jonathan Schiro, 507.835.0550, Jonathan.Schiro@co.waseca.mn.us
Sherburne County:	J. Hancuch, Director Sherburne County Community Corrections Sherburne County Government Center 13880 Business Center Drive Elk River, MN 55330-4601	

(T.R. 01/05/2023)
Olmsted County: Naquita Niles
Olmsted County DFO Community Corrections 13
151 4th Street SE
Rochester, MN 55904

Anoka County Contract # C0008712

Stearns County: Becky Bales Cramlet, Director
Stearns County Community Corrections
705 Courthouse Square #445
St. Cloud, MN 56303

Washington County: Terry Thomas, Director
Washington County Community Corrections
14949 62nd Street North
PO Box 6
Stillwater, MN 55082-0006

Wright County: Michael MacMillan, Director
Wright County Court Services
~~Wright County Government Center~~ Justice Center (T.R. 11-10-2021)
~~40 NW Second Street~~ 3700 Braddock Ave NE, Suite 1300
Buffalo, MN 56313

The addressees listed in this section shall be the authorized representatives of the parties for purposes of sending and receiving notices and communications required or permitted pursuant to this Agreement. Any party may change its address or authorized representative by written notice delivered to the other parties pursuant to this section.

Section 13.04: Independent Contractor.

For the purposes of the Agreement, each of the parties shall be deemed to be independent contractors and not employees of any of the other parties. Any and all agents, servants, or employees of a party or other persons, while engaged in the performance of any work or services required to be performed by a party under the Agreement, shall not be considered employees of any other party for any purpose.

Section 13.05: Damages.

In the event of a party's failure to perform obligations under this Agreement or an Agreement for Contract Beds, that party shall be liable to the other parties for any and all damages reasonably sustained by the other parties as a result of such failure.

Section 13.06: Failure to Pay.

If Member County's payment due under this Agreement or the Agreement for Contract Beds becomes delinquent by 120 days or more, Anoka County may refuse to admit juveniles from the Member County until the Member County's account becomes current and the Member County's Contract Bed becomes available.

Section 13.07: Remedies Cumulative.

All remedies provided for herein or otherwise available at law or equity shall be cumulative. The election of any remedy shall not bar other remedies available to the party.

Anoka County Contract # C0008712

Section 13.08: Waiver of Default.

The waiver of any default by any party, or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default. The making or acceptance of a payment by any party with knowledge of the existence of a default shall not operate or be construed to operate as a waiver of any subsequent default.

Section 13.09: Subcontracts, Assignment

A Member County, other than Anoka County, may not subcontract, assign or otherwise transfer its obligations under this Agreement. Anoka County shall not be relieved of any of its obligations under this Agreement by virtue of any such subcontract, assignment or transfer.

Section 13.10: Successors.

Each Member County binds itself and its successors, legal representatives, and assigns to the other parties and to the partners, successors, legal representatives, and assigns of such other parties, in respect to all rights and obligations under this Agreement.

Section 13.11: Counterparts.

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

The remainder of this page intentionally left blank

Anoka County Contract # C0008712

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

COUNTY OF BENTON

DocuSigned by:
Rhonda Sivarajah
By: 27D3CB82C23340E
Rhonda Sivarajah
County Administrator
1/21/2022
Dated: _____

By: _____
Ed Popp, Chair
County Board of Commissioners
Dated: _____

Approved as to Form and Execution:

ATTEST

DocuSigned by:
Nancy Norman Sommer
By: 039A5451650A4F0
Nancy Norman Sommer
Assistant County Attorney
1/21/2022
Dated: _____

By: _____
Montgomery Headley
County Administrator
Dated: _____

Approved as to Form and Execution:

By: _____
Phillip Miller
County Attorney

Anoka County Contract # C0008712

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below.

COUNTY OF ANOKA

COUNTY OF BENTON

By: _____
Rhonda Sivarajah
County Administrator

By: Edward D. Popp
Edward D. Popp, Chair
County Board of Commissioners

Dated: _____

Dated: 12-14-2021

Approved as to Form and Execution:

ATTEST

By: _____
Nancy Norman Sommer
Assistant County Attorney

By: Montgomery Headley
Montgomery Headley
County Administrator

Dated: _____

Dated: 12-14-21

Approved as to Form and Execution:

By: Michelle L. Meyer
Michelle L. Meyer
Assistant County Attorney


Anoka County Contract # 2022-_____

COUNTY OF CHISAGO

By: 
Chris DuBose, Chair
County Board of Commissioners


Dated: 9/1/21

ATTEST:

By: 
Chase Burnham
County Administrator

Dated: 9/1/21

Approved as to Form and Execution:

By: 
Janet Relter
County Attorney

Dated: 6/9/2021

COUNTY OF ISANTI

By: _____
Susan Morris, Chair
County Board of Commissioners

Dated: _____

ATTEST:

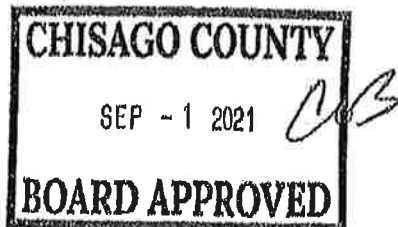
By: _____
Julia Lines
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Jeffery R. Edblad
County Attorney

Dated: _____



Anoka County Contract # 2022-_____

COUNTY OF CHISAGO

By: _____
Chris DuBose, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Chase Burnham
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Janet Reiter
County Attorney

Dated: _____

COUNTY OF ISANTI

By: _____
Susan Morris, Chair
County Board of Commissioners

Dated: 12/9/21

ATTEST:

By: _____
Julia Lines
County Administrator

Dated: 12.9.21

Approved as to Form and Execution:

By: _____
Jeffery R. Edblad
County Attorney

Dated: 12.9.21

Anoka County Contract # C000

COUNTY OF KANABEC

By: Gene Anderson
Gene Anderson, Chair
County Board of Commissioners

Dated: 9/21/21

ATTEST:

By: Kristine McNally
Kristine McNally
County Coordinator/Executive Secretary

Dated: 9/21/21

Approved as to Form and Execution:

By: Barbara McFadden
Barbara McFadden
County Attorney

Dated: 9/29/21

MNPRAIRIE COUNTY ALLIANCE:

By: Doug Christopherson
534818789C0047D...
Doug Christopherson
Chair of Joint Powers Board
1/2/2023
Dated: _____

DocuSigned by:
ATTEST: Jane Hardwick
By: Jane Hardwick
906580E024794ED...
Jane Hardwick
Executive Director
1/3/2023
Dated: _____

COUNTY OF MILLE LACS

By: _____
David Oslin, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Holly Wilson
Interim County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Joe Walsh
County Attorney

Dated: _____

COUNTY OF OLMSTED:

By: _____
Gregory Wright, Chair
Olmstead County Board of Commissioners
Dated: _____

ATTEST:
By: _____
Heidi Welsch,
Olmsted County Administrator
Dated: _____

ATTEST:
By: _____
David Kenworthy, Chair
Joint Powers Board
Dated: _____

Approved as to Form and Execution:

By: _____
Mark Ostrem, Olmsted County Attorney
Dated: _____

Anoka County Contract # C0008712

COUNTY OF KANABEC

By: _____
Gene Anderson, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Kristine McNally
County Coordinator/Executive Secretary

Dated: _____

Approved as to Form and Execution:

By: _____
Barbara McFadden
County Attorney

Dated: _____

(T.R.) 01/24/2023
COUNTY OF NICOLLET

By: _____
Jack Kolars, Chair
County Board of Commissioners

Dated: _____

By: _____
Mandy Landkamer
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Michelle Zehnder Fischer
County Attorney

Dated: _____

COUNTY OF MILLE LACS

By: _____
David Oallin, Chair
County Board of Commissioners

Dated: 12/21/2021

ATTEST:

By: _____
Dillon Hayes
County Coordinator

Dated: 12/21/2021

Approved as to Form and Execution:

By: _____
Joe Walsh
County Attorney

Dated: 12/28/21

Anoka County Contract # C000

COUNTY OF PINE

By: *Stephen M. Hallan*
Stephen M. Hallan, Chair
County Board of Commissioners

Dated: Oct. 5, 2021

ATTEST:

By: *David M. Mink*
David Mink
County Administrator

Dated: Oct. 5, 2021

Approved as to Form and Execution:

By: *Reese Fredericksen*
Reese Fredericksen
County Attorney

Dated: 10/5/21

By: _____
Matt Ludwig
County Board of Commissioners
ECRJ Board Representative

COUNTY OF SHERBURNE

By: _____
Raeanne Danilowski, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Bruce Messelt
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Kathleen A. Heaney
County Attorney

Dated: _____

Anoka County Contract # C0008712

COUNTY OF PINE

By: _____
Stephen M. Hallan, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
David Minke
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Reese Frederickson
County Attorney

Dated: _____

By: Commissioner Matt Ludwig
100914040000447
Matt Ludwig
County Board of Commissioners
ECRJG Board Representative
12/23/2021

COUNTY OF SHERBURNE

By: _____
Raeanne Danilewski, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Bruce Messelt
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Kathleen A. Heaney
County Attorney

Dated: _____

Anoka County Contract # C000

COUNTY OF PINE

By: _____
Steven M. Hallan, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
David Minke
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Reese Frederickson
County Attorney

Dated: _____

By: _____
Matt Ludwig
County Board of Commissioners
ECRJIC Board Representative

COUNTY OF SHERBURNE

By: Raeanne Danielowski
Raeanne Danielowski, Chair
County Board of Commissioners

Dated: 9/21/21

ATTEST:

By: B. G. Messelt
Bruce Messelt
County Administrator

Dated: 9/21/21

Approved as to Form and Execution:

By: Kathleen A. Heaney
Kathleen A. Heaney
County Attorney

Dated: 71 SEPTEMBER 21

Anoka County Contract # C0008712

COUNTY OF STEARNS

By: Tarryl L. Clark
Tarryl Clark, Chair
County Board of Commissioners
Dated: 1/18/2022

ATTEST:

By: Michael Williams
Michael Williams
County Administrator
Dated: 1/18/2022

Approved as to Form and Execution:

By: Janelle P. Kendall
Janelle P. Kendall
County Attorney
Dated: 1/21/2022

(T.R. 04/21/2022)

COUNTY OF AITKIN

By: J. Mark Wedel
J. Mark Wedel, Chair
County Board of Commissioners
Dated: AUGUST 23, 2022

ATTEST:

By: Jessie Seibert
Jessica Seibert, County Administrator
Dated: AUGUST 23, 2022

Approved as to Form and Execution:

By: David Katz
County Attorney
Dated: 08/26/2022

(T.R. 04/15/2022)

COUNTY OF FREEBORN

By: Christopher Shoff
Christopher Shoff, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: Thomas Jensen
Thomas Jensen
County Administrator

Dated: _____

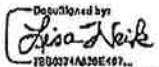
Approved as to Form and Execution:

By: _____
County Attorney


Dated: _____

Anoka County Contract # C000
Washington County Contract # 14291

COUNTY OF WASHINGTON

By: 
Lisa Weik, Chair
County Board of Commissioners
Dated: September 14, 2021

ATTEST:

By: 
Kevin Corbitt
County Administrator
Dated: September 14, 2021

Approved as to Form and Execution:

By: Stuart Campbell
Stuart Campbell
Assistant County Attorney
Dated: June 7, 2021

COUNTY OF WRIGHT

By: _____
Mark Daleiden, Chair
County Board of Commissioners
Dated: _____

ATTEST:

By: _____
Lee Kelly
County Administrator
Dated: _____

By: _____
Mike MacMillan
Court Services Director

Approved as to Form and Execution:

By: _____
Brian Lutes
County Attorney
Dated: _____

Anoka County Contract # C0008712

COUNTY OF WASHINGTON

By: _____
Lisa Welk, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Kevin Corbitt
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Peter Orput
Assistant County Attorney

Dated: _____

(T.R. 12/01/2022)

COUNTY OF McLEOD

By: _____
Doug Krueger, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Sheila Murphy
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Michael Junge
County Attorney

Date: _____

COUNTY OF WRIGHT

By: _____
Mark Daleiden, Chair
County Board of Commissioners

Dated: 11/30/2021

ATTEST:

By: _____
Lee Kelly
County Administrator

Dated: 11/30/2021

By: _____
Mike MacMillan
Court Services Director

Approved as to Form and Execution:

By: _____
Brian Lutes
County Attorney

Dated: 11/30/2021

(T.R. 12/07/2022)

COUNTY OF CROW WING

By: _____
Doug Houge, Chair
County Board of Commissioners

Dated: _____

ATTEST:

By: _____
Kara Terry
County Administrator

Dated: _____

Approved as to Form and Execution:

By: _____
Date: _____

Anoka County Contract # C0008712

Exhibit A
(Reserved Beds)

County	Beds	Percentage
Anoka	5	22.25%
Benton	1	4.5%
Chisago	2	9%
Isanti	1	4.5%
Kanabec	.5	2%
Mille Lacs	2	9%
Pine	1	4.5%
Sherburne	1	4.5%
Stearns	1	4.5%
Washington	5	22.25%
Wright	3	13%
Total	22.5	100%

Anoka County Contract # C0008712

EXHIBIT B

**AGREEMENT
BETWEEN _____ COUNTY AND ANOKA COUNTY
FOR CONTRACT BEDS**

THIS CONTRACT is made and entered into between _____ County, a political subdivision of the State of Minnesota, and Anoka County, a political subdivision of the State of Minnesota.

WHEREAS, the parties have entered into a joint powers agreement dated January 1, 2022, for the operation of the East Central Regional Secure Juvenile Detention and Treatment Facility; and

WHEREAS, _____ wishes to reserve beds for secure detention and treatment for juvenile offenders; and

WHEREAS, Anoka County desires and is able to provide the above stated services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the following:

**ARTICLE I
Definitions**

In the interpretation of this contract, the following definitions shall have the meanings given to them.

- (1) "Advisory Board" means the Board created by the Joint Powers Agreement in Section 7.01.
- (2) "Contract Bed" means minimum of ____ Facility bed which Anoka County reserves for use by the Placing County for secure detention or treatment of juvenile offenders and for which the Placing County guarantees to make payment, whether or not used by the Placing County.
- (3) "Emergency Medical Treatment" means medical treatment for a condition which, in the judgment of the physician or staff in attendance, is life-threatening unless immediate action is taken, or constitutes a substantial injury.
- (4) "Facility" means the secure juvenile detention and treatment facility at the East Central Regional Juvenile Center located in Lino Lakes, Anoka County.
- (5) "Facility Superintendent" means the Anoka County employee assigned to manage and direct the operations of the Facility, or his/her designee.
- (6) "Joint Powers Agreement" means the Joint Powers Agreement for Secure Juvenile Detention and Treatment Facility, dated January 1, 2022.

Anoka County Contract # C0008712

- (7) "Juvenile" means a male or a female through age 18, who has been taken into custody for a criminal offense or violation of probation, or a male or a female regardless of age who remains under the jurisdiction of the Juvenile Court. Children in Need of Protection or Services (CHIPS) shall not be admitted under this contract, unless they are charged with a criminal offense.
- (8) "Juvenile Day" means a twenty-four (24) hour period in which a Juvenile is admitted to the Facility. The day of admission, notwithstanding the hour of admission, shall be deemed the first Juvenile Day. The day of release, notwithstanding the hour of release, shall not be deemed a Juvenile Day.
- (9) "Local Law Enforcement" means personnel from the _____ County _____ Department and police departments located within _____ County.
- (10) "Per Diem" shall mean the charge per Juvenile Day established annually by the Anoka County Board of Commissioners pursuant to Section 8.02 of the Joint Powers Agreement.
- (11) "Placing County" means _____ County.
- (12) "Placing County Corrections Staff" means an employee of the _____ County _____ Department.
- (13) "Referring Agent" means Placing County Corrections Staff or Local Law Enforcement, when accompanied with an arrest hold, court order or warrant for detention of a Juvenile.
- (14) "Short-Term Bed" means a bed for detention, or for treatment with placement not to exceed 90 days.

ARTICLE II

Term of the Contract and Renewal

Section 2.01: Term.

The term of the contract shall begin on January 1, 2022 and shall continue until December 31, 2026 which shall automatically renew for an additional period of five years beginning January 1, 2027, unless terminated by the parties pursuant to Article XI of this contract or upon the withdrawal of the Placing County under the joint powers agreement.

Section 2.02: Renewal.

This contract may be renewed by written agreement of Anoka County and the Placing County for such period of time as may be agreed upon assuming the Placing County is a Member of the joint powers agreement.

Anoka County Contract # C0008712

ARTICLE III Services Provided

Section 3.01: Services.

Anoka County shall reserve _____ Beds for use by the Placing County for secure detention and/or treatment of Juvenile offenders.

Section 3.02: Objectives.

The objective of this contract is to ensure the safety and security of the general public and of the detained Juvenile.

Section 3.03: Location.

The location of the services to be provided through this contract is:

East Central Regional Juvenile Center
7565 Fourth Avenue
Lino Lakes, MN 55014-1097

Section 3.04: Basic Program Services.

Anoka County shall provide basic program services to Juveniles admitted to the Facility in accordance with the programming established by Anoka County in consultation with the Advisory Board.

ARTICLE IV Payment for Services

Section 4.01: Charge for Basic Services.

The Placing County shall pay the membership rate for contracted beds as set forth in the Joint Powers agreement for each bed reserved. The Placing County shall also pay a Per Diem charge for each Juvenile Day for beds used in excess of its reserved number of beds. The Per Diem charge shall include all direct service and administrative costs for the Juvenile's room and board and basic program services. The per diem charge will be paid to Anoka County in 12 equal monthly installments based on the number of reserved beds agreed upon.

At the beginning of each calendar year, Anoka County shall prepare an annual reconciliation of accounts and bill the Placing County in accordance with Section 8.04 of the Joint Powers Agreement. The Placing County shall submit payment to Anoka County within thirty-five (35) days of the invoice date assuming that the Placing County agrees the reconciliation.

Section 4.02: Cost of Specially-Arranged Services.

The Per Diem charge shall not include specially-arranged services, such as medical, psychological or psychiatric services, transportation, or guard services required to maintain security during a Juvenile's hospitalization. The Placing County shall pay for such specially-arranged services directly to the vendor providing the service or reimburse Anoka County for the costs incurred, as appropriate.

Section 4.03: Invoices.

Anoka County shall, within fifteen (15) working days following the last day of each calendar month in which services were provided, submit an invoice and request for payment to:

Anoka County Contract # C0008712

The Invoice shall include a statement of the number of Juvenile Days the bed was used and the name of the Juvenile placed. The Invoice shall also itemize any amounts due for specially-arranged services.

Section 4.04: Payment Procedure.

The Placing County shall make payment to Anoka County within thirty-five (35) days of the invoice date assuming there are no errors in the billing. If the invoice is incorrect, defective, or otherwise improper, the Placing County will notify Anoka County within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Anoka County, the Placing County will make payment within thirty-five (35) days of the corrected invoice date.

Section 4.05: Final Payment.

Final payment shall not be made until the Placing County is satisfied that Anoka County has complied with the provisions of Minn. Stat. § 290.92. A certificate by the Minnesota State Commissioner of Revenue will satisfy this requirement.

ARTICLE V
Specially-Arranged Services

Section 5.01: Non-Emergency Medical Treatment.

If Anoka County determines that a Juvenile admitted under this contract is in need of non-emergency medical treatment, Anoka County shall attempt to utilize family insurance to obtain such treatment. In the event that the cost is not paid by the family insurance, Anoka County will forward the invoice for said medical treatment to the Placing County for payment to the provider pursuant to Section 5.05. In the event that family insurance is not available and the cost of the non-emergency medical treatment is estimated to cost more than twice the current per diem charge, Anoka County shall contact the Placing County Corrections Staff for prior authorization for such treatment.

Section 5.02: Emergency Medical Treatment.

In the event a Juvenile admitted to the Facility under this contract requires Emergency Medical Treatment that does not require hospitalization, Anoka County shall notify Placing County Corrections Staff the next working day.

In the event a Juvenile admitted to the Facility under this contract requires Emergency Medical Treatment that requires hospitalization, Anoka County shall notify Placing County Corrections Staff through the Placing County's sheriff dispatcher at _____ (phone number).

Section 5.03: Guard Services.

Anoka County shall not be responsible to provide guard services to Juveniles who require hospitalization unless agreed to by both parties to this contract. Such guard services may include an additional charge to be agreed upon by the parties.

Section 5.04: Other Specially-Arranged Services.

The Placing County shall be responsible for the arrangement of all other specially-arranged services, including but not limited to, psychological services, psychiatric services or transportation.

Anoka County Contract # C0008712

Section 5.05: Billing for Specially-Arranged Services.

Any unpaid specially-arranged services provided to a Juvenile placed in the Facility under this contract shall be the responsibility of the Placing County. Anoka County shall have no responsibility for billing parents, guardians or other responsible parties for medical bills or any other specially-arranged services.

ARTICLE VI

Admission/Discharge Standards

Section 6.01: Requirement of Court Order, Warrant, or Arrest Hold.

Anoka County shall not admit Juveniles unless transported to the Facility by a Referring Agent who has a court order, warrant, or arrest hold. The Referring Agent shall call the Facility at least 30 minutes prior to the estimated time of arrival to verify that appropriate bed space is available.

Section 6.02: Notification of Placing County Corrections Staff.

Anoka County shall notify Placing County Corrections Staff by the next business day of Juveniles admitted by a Referring Agent other than the Placing County Corrections Staff.

Section 6.03: Refusal of Admission.

Anoka County may refuse to admit a Juvenile under this contract where, in the reasonable belief of the Facility Superintendent, the Juvenile cannot be physically maintained at the Facility because of the Juvenile's physical or mental condition.

Section 6.04: Notice of Discharge.

In the case where the Placing County is using Short-Term Beds in excess of its reserved number of Short-Term Beds, and Anoka County needs to discharge a Juvenile being held for detention purposes in order to satisfy its duty to provide a reserved bed to another county, Anoka County shall give Placing County Corrections Staff at least 48 hours notice. Upon receipt of notice, the Placing County shall promptly remove the discharged Juvenile.

Section 6.05: Discharge Required by Law.

The Placing County shall be responsible for complying with all legal requirements needed to hold the Juvenile in the Facility. In the case where the Placing County has not completed all legal requirements necessary to continue to hold a Juvenile admitted to the Facility or a court order requires the discharge of a Juvenile, the Placing County shall promptly make arrangements to remove the Juvenile from the Facility.

ARTICLE VII

Reporting Requirements

Section 7.01: Reports by Anoka County.

The Referring Agent shall provide to Anoka County all information required on the Anoka County Intake detention report form provided by Anoka County. Anoka County shall maintain all intake detention reports required under Minnesota law and provide said reports to Placing County Corrections Staff upon request.

Anoka County Contract # C0008712

Section 7.02: Notification of Continued Detention Status.

After a hearing on the continued detention of a Juvenile detained at the Facility, Placing County Corrections Staff shall notify the Facility before 5:00 p.m. on the same business day, whether or not the Juvenile will return to the Facility. If the Placing County Corrections Staff fails to notify the Facility within the time specified in this section, the Juvenile shall be considered discharged from the Facility.

ARTICLE VIII

Probable Cause/

Other Juvenile Court Statutory Requirements

Section 8.01: Probable Cause Requirements.

Anoka County shall not be responsible for meeting the requirement to file a finding of probable cause for detention of Juveniles detained under this contract.

Section 8.02: Other Juvenile Court Statutory Requirements.

Anoka County shall not be responsible for compliance with any juvenile court statutory requirements except for those specifically directed at juvenile detention facilities.

ARTICLE IX

Compliance with Laws/Standards

Section 9.01: Requirements of Law.

Anoka County and the Placing County shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this contract.

Section 9.02: Licenses and Permits.

Anoka County shall be responsible for obtaining and maintaining all licenses, permits or other rights required for the provision of services under this contract.

Section 9.03: Governing Law.

This contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. All judicial proceedings related to this contract shall be venued in the Tenth Judicial District of the State of Minnesota.

ARTICLE X

Default and Remedies

Section 10.01: Damages.

In the event of a party's failure to perform obligations under this contract, that party shall be liable to the other party for any and all damages reasonably sustained by the other party as a result of such failure.

Section 10.02: Failure to Pay.

If the Placing County's undisputed payment due under this contract becomes delinquent by 120 days or more, Anoka County may refuse to admit Juveniles from the Placing County until the Placing County's account becomes current and the Placing County's Contract Bed becomes available.

Anoka County Contract # C0008712

Section 10.03: Remedies Cumulative.

All remedies provided for herein or otherwise available at law or equity shall be cumulative. The election of any remedy shall not bar other remedies available to the party.

Section 10.04: Waiver of Default.

The waiver of any default by a party, or the failure to give notice of any default, shall not constitute a waiver of any subsequent default or be deemed to be a failure to give such notice with respect to any subsequent default. The making or acceptance of a payment by a party with knowledge of the existence of a default shall not operate or be construed to operate as a waiver of any subsequent default.

Section 10.05: Force Majeure.

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to an uncontrollable circumstance as defined in Article XII of the Joint Powers Agreement.

**ARTICLE XI
Withdrawal/Termination**

Section 11.01: Withdrawal.

The Placing County may withdraw from this contract in accordance with the procedures, terms and conditions set forth in Article IX of the Joint Powers Agreement.

Section 11.02: Termination.

This contract may be terminated in accordance with the procedures, terms and conditions set forth in Article IX of the Joint Powers Agreement.

**ARTICLE XII
General Provisions**

Section 12.01: Entire Agreement, Amendment.

This contract and the Joint Powers Agreement contain the entire agreement of Anoka County and the Placing County and shall supersede all oral and written agreements and negotiations by the parties relating to the subject matter of this contract. This contract may be amended only by written agreement of Anoka County and the Placing County, in consultation with the Advisory Board.

Section 12.02: Severability.

The provisions of this contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the contract is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this contract.

Section 12.03: Liaison.

To assist the parties in the day-to-day performance of this contract and to develop service, ensure compliance, and provide ongoing consultation and coordination, Anoka County and the Placing County shall each designate a liaison. The parties shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of the execution of this contract the following persons are the designated liaisons:

Anoka County Liaison: Nate Parker

Telephone: 763-324-4823

Anoka County Contract # C0008712

Placing County Liaison: _____ Telephone: _____

Section 12.04: Independent Contractor.

For the purposes of this contract, both parties shall be deemed to be independent contractors and not employees of the other party. Any and all agents, servants, or employees of a party or other persons, while engaged in the performance of any work or services required to be performed by a party under this contract, shall not be considered employees of the other party for any purpose.

Section 12.05: Subcontracts, Assignment.

The Placing County may not subcontract, assign or otherwise transfer its obligations under this contract.

Section 12.06: Successors.

The Placing County and Anoka County each binds itself and its successors, legal representatives, and assigns to the other party and to the partners, successors, legal representatives, and assigns of such other party, in respect to all rights and obligations under this contract.

Section 12.07: Liability.

Each party shall be responsible for its own acts and those of its elected officials, employees, agents, and subcontractors and the results thereof, and shall not be responsible for the acts of any other party, its elected officials, employees, agents, or subcontractors and the results thereof, except as otherwise provided in this contract and the Joint Powers Agreement.

Anoka County Contract # C0008712

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date(s) indicated below.

COUNTY OF _____

COUNTY OF ANOKA

By: _____
Chair
County Board of Commissioners

By: _____
Rhonda Silverajah
Anoka County Administrator

Dated: _____

Dated: _____

ATTEST:

By: _____

Title: _____

Dated: _____

Approved as to Form and Execution:

Approved as to Form and Execution:

By: _____

By: _____
Nancy Norman Sommer
Assistant County Attorney

Title: _____

Dated: _____

Dated: _____

EXHIBIT C
Updated 04/15/2022 Freeborn County added

Revenue Shortfall Example

- With a 23.5 Bed Membership using a 31 bed scenario
- By RJC Member County Contracted beds %
- Budget at 31 and sell 29 leaving a 2 bed shortfall (\$218,060)

County	Beds	%	\$ Shortfall
Anoka	5	21.28	\$46,401
Benton	1	4.26	\$ 9,287
Chisago	2	8.5	\$18,529
Freeborn	1	4.26	\$ 9,287
Isanti	1	4.26	\$ 9,287
Kanabec	.5	2.13	\$ 4,643
Mille Lacs	2	8.5	\$18,529
Pine	1	4.26	\$ 9,287
Sherburne	1	4.26	\$ 9,287
Stearns	1	4.26	\$ 9,287
Washington	5	21.28	\$46,401
Wright	3	12.77	\$27,844

Anoka County Contract # C0008712

EXHIBIT D

ORIGINAL STATE GRANT MONIES

Anoka	\$923,275
Benton	125,732
Chisago	113,508
Isanti	115,989
Kanabec	65,958
Mille Lacs	86,550
Pine	99,638
Sherburne	140,892
Stearns (50%)	235,085
Washington (50%)	220,370
Wright	<u>227,454</u>
Total	\$2,354,451



East Central Regional Juvenile Center

7565 Fourth Avenue, Lino Lakes, MN 55014

Phone: 763-324-4990 Fax 763-324-4661

East Central Regional Juvenile Center Advisory Committee Meeting Minutes ~ February 2, 2023

Serving the Counties of

Aitkin

Anoka

Benton

Chisago

Crow Wing

Freeborn

Isanti

Kanabec

McLeod

Mille Lacs

MN Prairie Alliance

(Dodge/Steele/Waseca)

Olmsted

Pine

Sherburne

Stearns

Washington

Wright

Voting:

Article VII

Sec 7.03:

Each Member
County shall have
one vote, which
may be exercised
by its
Commissioner,
Director, or
alternate. One
member needs to
be present to vote.
Proxy voting is not
allowed.

MEMBERS:

Aitkin County:	Laurie Westerlund, <i>Commissioner</i> Kameron Genz, <i>Director</i>
Anoka County:	Jeff Reinert, <i>Commissioner</i> Mandy Meisner, <i>Commissioner (alternate)</i> Dylan Warkentin, <i>Director (alternate)</i>
Benton County:	Jared Gapinski, <i>Commissioner</i> Steve Heinen, <i>Commissioner</i> Deb Anderson, <i>District Supervisor</i> Brandon Wipperling, <i>Corrections Agent-Senior (alternate)</i>
Chisago County:	Dan Dahlberg, <i>Commissioner</i> Mark Hendrickson, <i>Director</i> Marlys Dunne, <i>Commissioner (alternate)</i>
Crow Wing:	Steve Barrows, <i>Commissioner</i> Krista Jones, <i>Community Corrections Manager</i>
Freeborn County:	Lyndon Stinson, <i>Director</i>
Isanti County:	Kristi LaRowe, <i>Commissioner</i> Tim MacMillan, <i>Director</i> Debbie Lawrence, <i>Supervisor (alternate)</i>
Kanabec County:	Wendy Caswell, <i>Commissioner</i> Lucas Athey, <i>Director</i>
McLeod County:	Joe Nagel, <i>Commissioner</i> Berit Spors, <i>Director</i>
Mille Lacs County:	Roger Tellinghuisen, <i>Commissioner</i> Deb Anderson, <i>District Supervisor</i> Genny Reynolds, <i>Commissioner (alternate)</i>
MN Prairie Alliance: (Dodge/Steele/Waseca)	Jim Abbe, <i>Steele County, Commissioner</i> Rodney Peterson, <i>Dodge County, Commissioner (alternate)</i> Jane Hardwick, <i>MN Prairie Director</i> Patty Harrelson, <i>MN Prairie Child & Family Social Services Director (alternate)</i>
Olmsted:	Nikki Niles, <i>Director</i>
Pine County:	Matt Ludwig, <i>Commissioner</i> Terry Fawcett, <i>Director</i> JJ Waldhalm, <i>Commissioner (alternate)</i>
Sherburne County:	Gregg Felber, <i>Commissioner</i> Chair J. Hancuch, <i>Director (10/7/21 – 6/2/22)</i> Bobbie Shafer, <i>Supervisor (alternate)</i>
Stearns County:	Becky Bales Cramlet, <i>Director</i> Mark Maslonkowski, <i>Captain-Jail (alternate)</i>

Washington County: Karla Bigham, Commissioner (2nd alternate)
Vice Chair Terry Thomas, Director (10/7/21 – 6/2/22)
Sara Morrell, Division Manager (1st alternate)

Wright County: Darek Vetsch, Commissioner
Mike MacMillan, Director
Tammi Solarz, Supervisor (alternate)

Staff Present: Nate Parker, Juvenile Center Superintendent
Mike Kouri, RJC Supervisor
Danna Timm, Juvenile Center Administrative Assistant

The meeting was called to order at 12:30 PM by Chair J. Hancuch.

Chair Remarks, welcome to the new ECRJC members:

- Crow Wing County
- McLeod County
- Minnesota Prairie County Alliance (Dodge / Waseca / Steele)
- Olmsted County

* * * *

Recognition:

Nate shared a special thanks to Chair J. Hancuch for his 41 years of corrections services and thanked him for all his support and wished him good luck in his future endeavors.

* * * * *

Election of New Advisory Board Chair/Vice Chair:

Director Dylan Warkentin made a motion to nominate incumbent **Vice Chair** Terry Thomas as the new **Chair**. Commissioner Jeff Reinert seconded the motion.

Director Dylan Warkentin made a motion to nominate Mike MacMillan as the new **Vice Chair**. Commissioner Jeff Reinert seconded the motion.

Roll call vote on New Chair/Vice Chair:

Altkin County, yes
Anoka County, yes
Benton County, yes
Chisago County, no vote
Crow Wing County, yes
Freeborn County, no one present
Isanti County, yes
Kanabec County, no one present
McLeod County, yes
Mille Lacs County, yes
MN Prairie County Alliance, yes
Olmsted County, yes
Pine County, yes
Sherburne County, yes
Stearns, no one present
Washington County, not vote
Wright County, yes

Motion approved at 12:46 pm

* * * * *

2023 Budget Surplus Review

Current RJC Reserves:	2023 Balances
Operational Fund:	552,730.34
Capital Reserve Fund:	1,294,559.15*
Total Funds:	1,847,289.49
Insurance	54,056.00
* Camera Control Costs	

Budget Surplus: \$96,363.17

Nate reviewed the budget surplus.

As of 02/02/23, the budget surplus is at \$96,363.17, that number is not finalized yet, we wait until late February for any late invoices that will need to be processed and the first week in March, we will solidify that number and then communicate those numbers to the membership. The camera control cost will be moving out of that fund in March when the final payment will be made.

Director Mike MacMillan recommended that we replenish the capital reserve fund, so suggests to move to the capital reserve fund.

Commissioner Darek Vetsch asked if there were established capital expenses that we would see in the next five years since the building is starting to age? Dylan responded saying that we do have a bigger expenditure coming up in 2024 that's projected to cost \$180,000.00 for an elevator upgrade that's mandatory. We also have HVAC improvements projected to cost \$135,000 that's likely to happen early this year. Regarding the camera control project, it was originally budgeted for \$525, 730.34 which has been paid by Anoka County, but the reconciliation has not come into the capital reserve fund yet. The actual cost is \$571,000.00 that is the closest estimate we currently have. After reconciliation, the current reserves are estimated to be approximately \$723,000.00, but we still need the elevator and HVAC improvements. We are still away out on the roof, but it's nice to have these funds available. One of the drivers this past year was that we switched nursing providers which increased our costs dramatically.

Motion made by Commissioner Darek Vetsch to transfer the budget surplus of \$96,363.17 to the capital reserve fund.
Seconded by Commissioner Jeff Reinert.

Roll call vote to transfer entire budget surplus of \$96,363.17 to the capital reserve fund:

Aitkin County, yes
Anoka County, yes
Benton County, yes
Chisago County, no vote
Crow Wing County, yes
Freeborn County, no one present
Isanti County, yes
Kanabec County, no one present
McLeod County, yes
Mille Lacs County, yes
Minnesota Prairie County Alliance, yes
Olmsted County, yes
Pine County, yes
Sherburne County, yes
Stearns, no vote
Washington County, no one present
Wright County, yes

Motion approved at 12:53 pm

Director Mike MacMillan suggested a new agenda item for the next meeting that we go more in depth on the voting structure for the new member counties.

* * * * *

Statewide Trends:

Director J. Hancuch asked if we can get a status on the bed availability with all the new members that have joined? Nate responded that currently as of today we have 19 member counties which contracts 30 beds. Nicollet County will be joining as of March 1st, which makes us a 20 member county with a total of 31 contracted beds. RJC has a maximum capacity of 38, with 31 contracted which leaves us with 7 beds for the open market. At RJC, if the member counties contracted bed(s) are full, we may need to move the additional youth(s) down to our Anoka County Secure facility to accommodate the placement until one of your beds becomes open at RJC to move them back to make sure your membership commitment is full at RJC. With using Anoka County Secure facility which has a functional of about 45 beds we are at a total of 83 secure beds for a 20 member county.

Question from Commissioner Jared Gapinski, if all 38 beds are sold or contracted, what does that do to our budget, does that make it whole or is there still a deficit? Nate responded that when we create our per diem each year based on a 31 average daily divisor. So, starting March 1st we will be at 31, but both myself and Dylan can control that number so there's a true per diem number and one that the per diem is set at. Historically has always been less than what the true per diem numbers are because we have the ability to sell non-member beds at a higher rate. We can offset some of the potential budgetary hit for the members by selling non-member beds.

Question from Commissioner Mandy Melsner, as we are talking about the numbers and this facility is becoming more as the only resource for the need and it involves youth, what does it look like as the demand is getting higher not only for the youth but operationally? Dylan responded thanking Mike Kouri with his work as supervisor of the facility for managing everything. Also want to thank the other two supervisors on campus, Maya Mason and John Gross, who help to move the youth around so that we can meet the requirements. Dylan mentioned that facilities like ours, in light of the fact that DHS has not offered an increase in facilities that take complex youth with mental health concerns in addition to the demands from the Minnesota Department of Corrections on operational components within facilities that are licensed under their jurisdiction that these are complex components to take into account. Secure bedspace is becoming limited, so at our Anoka County Secure facility, we are recommending that we add doors in three of the four pods we have at this facility, this will not only give the youth privacy, but will also be able to segregate them for their own safety. This will also give us the ability to manage the kids in groups. Nate added that since our last meeting, we have contracted with a local organization called Conscious Healing Health Services where they provide a therapist five days a week who specializes in trauma.

Question from Chair J Hancuch, asked about staffing issues out on our campus? Nate responded that as of January 1st, 2022 we had 11 vacant full-time positions open and we hired 35 people throughout 2022 and as of today, we have five staff vacancies. Through the contract negotiations we were able to dramatically raise to hiring wage, so this has helped to retain the staff.

* * * * *

The meeting adjourned at 1:15 PM.

* * * * *

Minutes respectfully submitted by Danna Timm

Upcoming Meeting Dates for 2023:

Thursday, June 1st at 12:30 PM

Thursday, October 5th at 12:30 PM

Affirmative Action / Equal Opportunity Employer

RJC Advisory Board Weighted Voting System

Date: 02/02/2023

Motion: Transfer Entire Budget Surplus to the Capital Reserve Fund

County	Bed commitment	Weighted Vote	Yes	No	Comments
Aitkin	1	2	X		
Anoka	5	3	X		
Benton	1	2	X		
Chisago	2	2	X		
Crow WIng	1	2	X		
Freeborn	1	2			No one Present to Vote
Isanti	1	2	X		
Kanabec	.5	1	X		
McLeod	1	2	X		
Mille Lacs	2	2	X		
MN Prairie County Alliance (Dodge/Steele/Waseca)	1.5	2	X		
Olmsted	1	2	X		
Pine	1	2	X		
Sherburne	1	2	X		
Stearns	2	2			No one Present to Vote
Washington	5	3	X		
Wright	3	3	X		
Totals	30	36			

Motion Passes X Motion Fails



JANUARY 24, 2023
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, January 24, 2023 after the adjournment of the regular Board of Commissioners meeting. Commissioners Jack Kolars, Terry Morrow, Marie Dranttel, Mark Dehen, and Kurt Zins were present. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

Motion by Commissioner Dranttel and seconded by Commissioner Morrow to approve the agenda. Motion carried with all voting in favor.

Consent Agenda

Motion by Commissioner Morrow and seconded by Commissioner Zins to approve the consent agenda items as follows:

1. December 30, 2022 Special Drainage Minutes
2. January 3, 2023 Drainage Minutes
3. Consider Ditch Repair Reports 22-014 through 22-017

Motion carried with all voting in favor.

Public Appearances

Nicollet County landowner Lynn Fluegge approached the Board and requested updates regarding the CD86A Special Drainage Meeting held on December 30, 2022. The draft minutes were provided to Mr. Fluegge for his review.

Adjourn

Motion by Commissioner Dranttel and seconded by Commissioner Zins to adjourn the Drainage Authority Meeting, and the motion carried with all voting in favor. Chair Kolars adjourned the meeting at 9:39 a.m.

JACK KOLARS, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER, CLERK TO THE BOARD