

FREEBORN COUNTY BOARD OF COMMISSIONERS MEETING NOTICE AND AGENDA

February 6th, 2024

Notice is hereby given that the Board of Commissioners of the County of Freeborn will meet in session on Tuesday, February 6th, 2024 at 8:30 a.m. in the Boardroom at the Freeborn County Government Center and live streamed at www.co.freeborn.mn.us

1. Pledge of Allegiance.
2. Approval of Meeting Agenda.
3. Consider resolution approving the Consent agenda (the following items will be acted upon without discussion unless an item is asked to be removed and placed on the regular agenda to allow for discussion)
 - Approval of Minutes from the January 16th, 2024 Board Meeting.
4. Reports of the Board Committees.
5. New Business.
 - Appointment of Extension Advisory Board members for 2024
6. Consideration of issues presented by persons of the general public and/or other general items.

Persons wishing to address the Board concerning matters pertaining to this agenda as well as any other matters of County concern should ask to be recognized by the Chair at this time. All presenting items of consideration shall address the Board of Commissioners as a whole, and shall not direct comments to individual Commissioners, attempt to engage Commissioners in conversation, or solicit a Commissioner to respond to the speaker's comments. All speakers are limited to 5 minutes each.
7. Reports of Various Departments.
 - A. Report of Probation
 - Consider a resolution to establish a Corrections Agency Board for Freeborn County
 - B. Report of Auditor-Treasurer
 - Consider a resolution to authorize the Transfer of Funds from the General Fund to the Insurance Fund
 - Consider a resolution entering into a contract between City of Albert Lea and Freeborn County for election services for an April 9, 2024 Special Election
 - Consider a resolution entering into a contract between Freeborn County and Election Systems & Software, LLC for election services
 - Consider a resolution to loan from General Fund to County Ditch 31 Improvement
 - Consider a resolution of intent to reimburse expenditures for County Ditch 31 Improvement
 - Consider a resolution and order to file lien and record County Ditch 31 Improvement
 - Consider extending Resolution 23-172 for a six-month loan from the General Fund to a new Sheriff Turnkey Bank Account
 - C. Report of Public Health
 - Consider a resolution appointing Sue Yost as the Public Health designee to the Freeborn County Family Services and Children's Mental Health Collaborative Board of Directors
 - Consider a resolution to approve a contract with UCare
 - D. Report of Environmental Services

- Consider a resolution to approve entering into sub-agreement with Waseca SWCD to utilize the Le Sueur Watershed Based Implementation Funds

E. Report of Human Services

- Consider a resolution to accept a donation of \$200 for CVCC
- Consider a resolution to approve the 2024 Purchase of Service Agreement between Freeborn County Department of Human Services and Dr. Annette Smick

F. Report of Sheriff's Office

- Consider a resolution to accept the donation of portable Fire Suppression Tools from the Albert Lea Western Star Lodge #26 Masonic Lodge

G. Report of Administration

- Consider a resolution to accept the resignation of Ivan Estupinan, Child Support Officer, effective February 16th, 2024
- Consider a resolution to fill the vacant Child Support Officer position
- Consider a resolution appointing Candice Lahann as County Assessor, effective February 12, 2024

8. Other items as necessary but unknown at this time.

9. County Commissioner's item.

- Information/update on Wind Survey

10. Approval of Claims.

11. Adjournment.

BARRIER FREE: All Freeborn County Board of Commissioners meetings are accessible to the handicapped. Attempts will be made to accommodate any other individual needs for special services. Please contact Administration (507) 377-5116 early so necessary arrangements can be made.

ADJOURNED MEETING OF THE COUNTY BOARD
January 16th, 2024

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Tuesday, January 16th, 2024. Members present: Commissioners Forman, Kaasa, Shoff and Eckstrom, Chair Brad Edwin was excused from the meeting.

The meeting was opened with the Pledge of Allegiance.

Commissioner Kaasa offered the following motion;

MOVED, approving the agenda as presented with the addition to Item F. Report of County Administrator; to consider a resolution approving a Letter of Agreement between Freeborn County and Minnesota Public Employees Association, representing the Sergeants unit for training and compliance assignment differential.

Motion seconded by Commissioner Eckstrom.

After discussion, a vote was taken and the Chair declared the motion approved.

Commissioner Shoff offered the following resolution;

RESOLUTION No. 24-024
Approval of the Freeborn County Board of Commissioners Consent Agenda as provided
in the Freeborn County Board Rule of Procedure 9(A)

WHEREAS, the Freeborn County Board is the governing body of Freeborn County, and;

WHEREAS, the Freeborn County Board has implemented a Consent agenda to perform the duties of the board in a more effective and efficient manner, and

WHEREAS, the following items have been placed for approval of the Freeborn County Board of Commissioners on the current Board meeting Consent Agenda as provided by the Board rules of procedure, being routine and of a regular action;

NOW, THEREFORE BE IT RESOLVED, to place the following are hereby approved for appropriate action:

- 1) Approval of the January, 2nd 2024 minutes;
- 2) Approval of Regular Full-time Status Employees;
- 3) Approval of Drainage Repairs

Resolution seconded by Commissioner Eckstrom.

After discussion a vote was taken and the Chair declared the resolution adopted.

The Commissioners provided Board Committee updates.

Chairman Forman asked if there was any public comment and there was none.

Commissioner Kaasa offered the following resolution;

RESOLUTION 24-025
RESOLUTION TO WRITE OFF AN UNCOLLECTABLE ACCOUNT
WHEREAS, Freeborn County Community Health Board will write off an uncollectable account;

WHEREAS, Minnesota Statute 145A.14 allows for the Community Health Boards to use their local public health grant funds and tax levy to address the areas of public health responsibility;

WHEREAS, Freeborn County is requesting to write off an uncollectable account for a past client. The client passed away on 12/10/2020. We have acted to attempt to collect the account. We have not had success. The amount that we are requesting to write off is \$25.46;

NOW, THEREFORE, BE IT RESOLVED that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby write off an uncollectable account.

Resolution seconded by Commissioner Eckstrom.
After discussion a vote was taken and the Chair declared the resolution adopted.

Commissioner Shoff offered the following resolution;

RESOLUTION No. 24-026
PLACING A PROPERTY ASSESSED CLEAN ENERGY (PACE) SPECIAL ASSESSMENT
ON FREEBORN COUNTY PARCEL 34.007.5560 IN THE AMOUNT OF \$99,789.00

WHEREAS Freeborn County is a public entity within the State of Minnesota; and

WHEREAS the County of Freeborn, Minnesota has entered into a Joint Powers Agreement (JPA) with the Rural Minnesota Energy Board to administer and implement the PACE program in Freeborn County, and

WHEREAS, As the administrator of PACE for Freeborn County, Rural Minnesota Energy Board has reviewed this assessment and it has determined that the project property located at:

Owner: 411 1st LLC
Parcel ID: 34.007.5560
Amount assessed: \$99,789.00
Interest rate: 3.00%
Term: 10 years

conforms with the Minnesota PACE statutes. Interest, at a rate of 3%, will start to accrue on January 17, 2023. The assessment will amortize over a 10-year term, beginning in 2024. A PACE application requesting this assessment from the property owner is attached to this resolution,

NOW, THEREFORE, BE IT RESOLVED, that the Freeborn County Board Freeborn approves the placing of Property Assessed Clean Energy (PACE) special assessment on the above listed parcel as requested by the property owner.

Resolution seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

RESOLUTION
24-027

Resolve, that the board of Commissioners authorize loans to the following ditches:

County Ditch No.	8 IMP	\$ 68,300.00	Project Currently in Progress
	32 IMP	\$ 138,000.00	Project Currently in Progress
	68 IMP	\$ 76,300.00	Project Currently in Progress
		\$ 282,600.00	
Judicial Ditch No.	JD 8 F & W IMP	\$ 4,400.00	Project Currently in Progress
	J9	\$ 58,900.00	
	J12	\$ 19,900.00	
	J 21 IMP	\$ 126,200.00	Project Currently in Progress

RESOLUTION 24-030

WHEREAS, it is in the best interest of Freeborn County to eliminate certain bonded indebtedness, and

WHEREAS, it is to the financial advantage of the County to invest internally;

THEREFORE, NOW BE IT RESOLVED, to authorize the actions and procedures to pay the debt owed by County Ditch J21, North Branch A Repair on January 16, 2024 and;

FURTHER, BE IT RESOLVED, to invest in this ditch fund by providing a loan from the General Fund in the amount of \$391,660.46 for County Ditch J21, North Branch A Repair to allow for debt payoff at an annual interest rate of 4.25% and a term of 12 years, for a total loan investment of \$391,660.46.

Resolution was seconded by Commissioner Kaasa.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

STATE OF MINNESOTA

SS
COUNTY OF FREEBORN

BEFORE THE BOARD OF
COUNTY COMMISSIONERS
OF FREEBORN COUNTY, MINNESOTA

RESOLUTION 24-031

WHEREAS, it is in the best interest of Freeborn County to eliminate certain bonded indebtedness, and

WHEREAS, it is to the financial advantage of the County to invest internally;

THEREFORE, NOW BE IT RESOLVED, to authorize the actions and procedures to pay the debt owed by County Ditch J21, North Branch A Improvement on January 16, 2024 and;

FURTHER, BE IT RESOLVED, to invest in this ditch fund by providing a loan from the General Fund in the amount of \$396,388.76 for County Ditch J21, North Branch A Improvement to allow for debt payoff at an annual interest rate of 4.25% and a term of 12 years, for a total loan investment of \$396,388.76.

Resolution was seconded by Commissioner Kaasa.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

STATE OF MINNESOTA

SS
COUNTY OF FREEBORN

BEFORE THE BOARD OF
COUNTY COMMISSIONERS
OF FREEBORN COUNTY, MINNESOTA

RESOLUTION 24-032

**DECLARATION OF OFFICIAL INTENT TO
REIMBURSE EXPENDITURES FOR DITCH PROJECTS
WITH PROCEEDS OF DEBT OBLIGATIONS**

The undersigned, being the county auditor of Freeborn County, Minnesota, and authorized by the Board of County Commissioners to make declarations of official intent under Treas. Reg. § 1.150-2 with respect to ditch projects to be undertaken or financed by the County, hereby declares as follows:

1. It is expected that the costs of the following ditch project(s) are intended to be reimbursed or otherwise financed by the issuance of debt obligations: County Ditch J21, Branch A Repair.
2. The amount of obligations expected to be issued for such purpose is not expected to exceed \$391,660.46.

Resolution was seconded by Commissioner Eckstrom.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

STATE OF MINNESOTA

BEFORE THE BOARD OF
COUNTY COMMISSIONERS

SS

OF FREEBORN COUNTY, MINNESOTA

COUNTY OF FREEBORN

RESOLUTION 24-033

**DECLARATION OF OFFICIAL INTENT TO
REIMBURSE EXPENDITURES FOR DITCH PROJECTS
WITH PROCEEDS OF DEBT OBLIGATIONS**

The undersigned, being the county auditor of Freeborn County, Minnesota, and authorized by the Board of County Commissioners to make declarations of official intent under Treas. Reg. § 1.150-2 with respect to ditch projects to be undertaken or financed by the County, hereby declares as follows:

1. It is expected that the costs of the following ditch project(s) are intended to be reimbursed or otherwise financed by the issuance of debt obligations: County Ditch J21, Branch A Improvement.
2. The amount of obligations expected to be issued for such purpose is not expected to exceed \$396,388.76.

Resolution was seconded by Commissioner Eckstrom.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Eckstrom offered the following resolution:

Resolution 24-034

**BEFORE THE FREEBORN COUNTY BOARD OF COMMISSIONERS ACTING
AS DRAINAGE AUTHORITY FOR FREEBORN COUNTY DITCH 49 – LATERAL B-1**

WHEREAS, Steve Penkava, the duly appointed engineer, performed a preliminary investigation and report of Lateral B-1 to County Ditch no. 49;

WHEREAS, the Freeborn County Board of Commissioners ordered the abandonment of Freeborn County Ditch 49 – Lateral B-1; and

WHEREAS, the Petition for Partial Abandonment is authorized to be executed by the duly adopted resolution of the County Board;

NOW THEREFORE, be it resolved the Board in its capacity as Drainage Authority execute the Petition for Partial Abandonment of Lateral B-1 to County Ditch no. 49.

Resolution was seconded by Commissioner Shoff.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Eckstrom offered the following resolution:

Resolution 24-035

**BEFORE THE FREEBORN COUNTY BOARD OF COMMISSIONERS ACTING
AS DRAINAGE AUTHORITY FOR FREEBORN COUNTY DITCH 49 – LATERAL B-1**

WHEREAS, the Freeborn County Board of Commissioners ordered the abandonment of Freeborn County Ditch 49 – Lateral B-1; and

WHEREAS, Steve Penkava, the duly appointed engineer, performed a preliminary investigation and report of Lateral B-1 to County Ditch no. 49; and

WHEREAS, a public hearing shall be held to hear public comment to bring the project to completion;

NOW THEREFORE, a public hearing is hereby set for March 19, 2024 at 9:15 a.m.

Resolution was seconded by Commissioner Shoff.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

R E S O L U T I O N 24-036
Five-Year Bridge Plan

WHEREAS, the County Board of the County of Freeborn is the road authority and,

WHEREAS, Freeborn County has determined that the following deficient bridges on the County State Aid Highway, County Road, and Township systems are a high priority and require replacement or rehabilitation within the next five (5) years per the attached schedule, and

WHEREAS, local roads play an essential role in the overall state transportation network and local bridges are a critical component of the local road systems, and

WHEREAS, State support for the replacement or rehabilitation of local bridges continues to be crucial to maintaining the integrity of the local road systems and is necessary for the County and the Townships to proceed with the replacement or rehabilitation of the high priority deficient bridges described above, and

WHEREAS, Freeborn County intends to proceed with replacement, rehabilitation, or removal of these bridges as soon as possible when State Transportation Bond Funds are available.

NOW THEREFORE, BE IT RESOLVED, that Freeborn County commits that it will proceed with the design and contract documents for these bridges immediately after being notified that funds are available in order to permit construction to take place within one year of notification, and

BE IT FURTHER RESOLVED, Freeborn County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

Resolution was seconded by Commissioner Shoff.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

RESOLUTION 24-037

Authorizing Sponsorship of the City of Geneva's 2024 Active Transportation Program Application

WHEREAS, the Minnesota Active Transportation Infrastructure Program provides grant funding for the construction of pedestrian and bicycle infrastructure projects that will improve transportation options and reduce vehicle miles traveled; and

WHEREAS, the proposed project, the Downtown Improvement Project, will improve pavement condition, pedestrian amenities, and stormwater infrastructure within Geneva's downtown area; and

WHEREAS, the Minnesota Active Transportation Infrastructure Program requires non-state aid cities, such as the City of Geneva, to have a county sponsor for their application and project; and

WHEREAS, Freeborn County is aware of the City of Geneva's application to MnDOT's Active Transportation Program and supports the Downtown Improvement Project.

NOW, THEREFORE, BE IT RESOLVED, that Freeborn County supports the submittal of the City of Geneva's Active Transportation application for the Downtown Improvement Project; and

IT IS FURTHER RESOLVED, that Freeborn County will be the project sponsor and fiscal agent for the City of Geneva if the Downtown Improvement Project is selected for funding; and

IT IS FURTHER RESOLVED, that Freeborn County agrees to work with MnDOT, the City of Geneva, and all involved agencies to meet the following responsibilities:

- a. Be the fiscal agent on behalf of the applicant and have funds flow from MnDOT to the state aid city or county to the contractor.
- b. Request SAP/SP number for the project.
- c. Ensure the project meets milestones and dates.
- d. Assist local agency in execution of a grant agreement.
- e. Develop, review and/or approve the plan.
- f. Submit plan, engineers estimate, and proposal to the District State Aid Engineer (DSAE).
- g. Advertise, let, and award the project.
- h. Submit pay requests to State Aid.
- i. Communicate progress and updates with the DSAEs and State Aid State Programs Engineer or Active Transportation Engineer.
- j. Ensure that the project receives adequate supervision and inspection.
- k. Assist with project close out.

IT IS FURTHER RESOLVED, that Freeborn County will enter into an Intergovernmental Agreement with the City of Geneva to define the responsibilities of the City and County.

Resolution was seconded by Commissioner Kaasa.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

FREEBORN COUNTY MINNESOTA RESOLUTION #24-038
A RESOLUTION to accept a donation of quilts from Glenville High School.

WHEREAS, the Sheriff's Office received a donation of 7 quilts from Glenville High School students who wished to have them distributed by Deputies to those in need.

BE IT THEREFORE RESOLVED, that Freeborn County, by and through its Board of Commissioners, accepts the donation of quilts from Glenville High School to be distributed by the Freeborn County Sheriff's Office to those in need.

Resolution was seconded by Commissioner Eckstrom.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

FREEBORN COUNTY MINNESOTA RESOLUTION #24-039
A RESOLUTION to accept \$100.00 in donations from a Freeborn County citizen. The donated funds will be put towards the sheriff's office equipment fund (01-201-6601).

WHEREAS, the Sheriff's Office received a donation of \$100 cash from an anonymous citizen on December 09, 2023.

BE IT THEREFORE RESOLVED, that Freeborn County, by and through its Board of Commissioners, approves the deposit of \$100.00 of donated funds into the 01-201-6601 line item.

Resolution was seconded by Commissioner Eckstrom.

After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following:

BE IT RESOLVED, that the 2024 Purchase of Service Agreement between the South-Central Community-Based Initiative and the Freeborn County Department of Human Services for provision of the psychiatric services identified in the agreement to residents of Freeborn County and of counties comprising the SCCBI.

Resolution was seconded by Commissioner Kaasa.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

RESOLUTION 24-043
Resolution to approve the 2024 Purchase of Service Agreement between the Freeborn County Department of Human Services and Brian Vold

WHEREAS, psychiatric services in rural Minnesota are becoming increasingly difficult to access; and

WHEREAS, the Freeborn County Department of Human Services is part of the 10-county South Central Community-Based Initiative (SCCBI) to provide services to persons with mental illness; and

WHEREAS, the SCCBI purchases mental health services including psychiatric services from the Freeborn County Mental Health Center for residents of counties comprising the SCCBI; and

WHEREAS, Brian Vold is able to provide quality psychiatric services for clients of the Freeborn County Mental Health Center, increasing accessibility for local residents; and

WHEREAS, the Freeborn County Mental Health Center and Brian Vold are credentialed to bill insurance for psychiatric services; therefore

BE IT RESOLVED, that the 2024 Purchase of Service Agreement between the Freeborn County Department of Human Services and Brian Vold be approved for provision of the psychiatric services to residents of Freeborn County and of counties comprising the SCCBI.

Resolution was seconded by Commissioner Shoff.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Shoff offered the following resolution:

RESOLUTION 24-044
ACCEPTING THE RESIGNATION OF ROBIN EVENSON

WHEREAS, the Freeborn County Veteran Services has the responsibility for providing a quality service with integrity and accountability to the citizens of Freeborn County;

WHEREAS, the Freeborn County Board is the appointing authority for all county employees;

WHEREAS; Robin Evenson has been employed as a VSO Benefits Specialist since December 3rd, 1979 and is resigning her position effective March 31st, 2024,

NOW, THEREFORE BE IT RESOLVED, to accept the resignation of Robin Evenson as a VSO Benefits Specialist effective on or about March 31st, 2024.

Resolution was seconded by Commissioner Kaasa
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioner Kaasa offered the following resolution:

RESOLUTION 23-045

PERMISSION TO FILL THE FREEBORN COUNTY VETERAN’S SERVICE BENEFIT SPECIALIST POSITION

WHEREAS, the Freeborn County employees have the responsibility for providing quality service with integrity and accountability to the citizens of Freeborn County;

WHEREAS, the Freeborn County Board is the appointing authority for all county employees, and;

WHEREAS, Robin Evenson, Freeborn County Veteran’s Service Benefit Specialist has resigned her position effective March 31st, 2024;

NOW, THEREFORE BE IT RESOLVED, that the board approves the filling of the vacant Freeborn County Veteran’s Service Benefit Specialist position.

Resolution was seconded by Commissioner Eckstrom.
After discussion, a vote was taken and the Chair declared the resolution approved.

Commissioners Kaasa entered the following resolution:

RESOLVED AS, to consider a resolution approving the Letter of Agreement between Freeborn County and Minnesota Public Employees Association representing the Correction Sergeant Unit Training and Compliance Assignment Differential.

Resolution seconded by Commissioner Eckstrom
After discussion, a vote was taken and the Chair declared the resolution adopted.

Commissioner Shoff offered the following resolution:

**RESOLUTION No. 24-047
Approval of Claims**

RESOLVED, that the following claims be allowed and paid on or before January 19th, 2024.

<u>FUND</u>	<u>NAME</u>	<u>AMOUNT</u>
01	General Fund	\$ 618,650.95
03	County Road & Bridge	\$ 121,966.62
05	Human Services	\$ 185,777.29
06	Public Health	\$ 65,797.61
31	Capital Improvements	\$ 195,957.62
40	County Ditch	\$ 111,323.92
70	Trust & Agency	\$ 65,391.21
73	Payroll Clearing Fund	\$ 14,306.00
74	Turtle Creek Watershed	\$ 23,779.08
77	Recorder’s Clearing	\$ 2,559.00
80	Tax Collection Fund	\$ 138.00
85	Septic Loan Fund	\$ 46.00
	FUND TOTALS	\$ 1,405,693.30

Number of Claims not exceeding \$300 – 49
Dollar amount of claims not exceeding \$300 – \$5,655.25
Resolution seconded by Commissioner Kaasa.
After discussion, a vote was taken and the Chair declared the resolution adopted.

Chair, Commissioner Forman adjourned the meeting at 9:04 a.m. until 8:30 a.m. on Tuesday, February 6th, 2024.

By: _____
John Forman
Vice-Chair

Attest: _____
Erin Hornberger
County Clerk



FREEBORN COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: February 6, 2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Ryan Rasmusson	DEPARTMENT: Administration
PRESENTED BY: Ryan Rasmusson	ESTIMATED TIME NEEDED: 5 minutes
SUMMARY OF ISSUE/TOPIC: There are two open positions on the Extension Services Advisory Board that are up for appointment. The open positions were property posted in the Albert Lea Tribune. Two letters of interest were received for the two positions. Miranda Sailor and Tom Hovde both submitted letters of interest. My recommendation is to approve a resolution appointing Miranda Sailor and Tom Hovde to the Freeborn County Extension Services Advisory Board. The terms begin January 1, 2024 and runs through December 31, 2026. The first meeting of the advisory board takes place in March.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS: None	
RECOMMENDED BOARD ACTION (MOTION/RESOLUTION): Approval of resolution for appointments to the Freeborn County Extension Services Advisory Board.	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input type="checkbox"/> Y <input type="checkbox"/> N MANDATED: <input type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

RESOLUTION 24-XXX

Appointments to the Freeborn County Extension Services Advisory Board

WHEREAS, the Freeborn County Board of Commissioner has the authority to appoint members of the community to the Freeborn County Extension Services Advisory Board; and

WHEREAS, there are currently two (2) opening for Extension Services Advisory Board members for terms of three (3) years each; and

WHEREAS, Freeborn County has received two (2) letters of interest for these open terms;

NOW THEREFORE BE IT RESOLVED, that the Freeborn County Board of Commissioners hereby appoints Miranda Sailor and Tom Hovde to the Freeborn County Extension Services Advisory Board for the terms beginning January 1,2024 through December 31, 2026.

* * * * *

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on February 6th, 2024 and as it appears on the Minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn
State of Minnesota

January 5, 2024



Dear Freeborn County Commissioners,

I would like to express my interest in serving on the Freeborn County Extension Committee Board.

In my time with 4-H I was involved as a club leader, a volunteer, as an adult advisor, a chaperone, and an advocate for positive youth development in Freeborn County. I am an active parent in the Freeborn County 4-H Program and have been for the last 18 years. As my last child will be graduating out of this wonderful program at the end of this year, I would like to still be involved as I believe in this program and have watched many youth better themselves by being involved as well as watch the impact Extension has on the community.

Outside of 4-H, I am the Assistant Branch Manager at Home Federal Bank and strive to find community outreach opportunities that staff from our bank can participate with. I have been involved with various school activities and chaperoned many events my children were a part of. Some examples of this include chaperoning many Supermileage trips, band/choir trips, trapshooting events, FFA events, etc. In the past I have served on many committees for 4-H, Alden-Conger Athletic Club, and Post-Prom Co-Chair. I have been active in our church as well by serving on the call committee and held various officer positions.

I enjoy working with others and enjoy watching great things happen in Freeborn County. I would appreciate the opportunity to serve on the Freeborn County Extension Committee Board. Please reach out to me at 507-383-1112 or miranda.sailor@hfsb.com if further clarification is needed about my interest or qualifications listed.

Sincerely,
Miranda Sailor

Miranda Sailor

Assistant Branch Manager
Home Federal Savings Bank
143 W Clark St
Albert Lea, MN 56007
Ph 507-379-2681
Fax 507-379-2555
www.justcallhome.com



Wendy Weiss <weiss042@umn.edu>

Fwd: Extension Committee

1 message

Amy Wadding <mads0150@umn.edu>
To: Work Wendy Weiss <weiss042@umn.edu>

Tue, Jan 30, 2024 at 6:44 PM

RECEIVED
JAN 31 2024

BY:

Amy Wadding

Begin forwarded message:

From: Tom Hovde <tkhovde@gmail.com>
Date: January 30, 2024 at 6:35:15 PM CST
To: Amy Wadding <mads0150@umn.edu>
Subject: Extension Committee

I am very interested in being a member of the Freeborn County Extension Committee. Freeborn County is recognized statewide for its quality Extension Program, especially the 4-H youth development programming. I would like to to, as a committee member help support and promote this outstanding program.

I bring extensive experience to this committee. I was a very 4-H member. I was an Extension Educator in Freeborn County and Wadena County. I was County Extension Director in Sherburne and Wright County. I was the Extension Regional Director for the counties in Central Minnesota. I retired as Extension Professor Emeritus in 2004.

I have continued to give back to the 4-H Program by serving as a judge at county fairs and the Minnesota State Fair. This will be my 58th year as a 4-H judge.

I appreciate your giving me consideration to become a committee member.

Thank you

Tom Hovde
2935 Campus Dr, Albert Lea, MN 56007



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 02/06/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Lyndon Stinson	DEPARTMENT: Probation Services
PRESENTED BY: Lyndon Stinson	ESTIMATED TIME NEEDED: Less than 5 min
SUMMARY OF ISSUE/TOPIC: Probation Services receives an allocation from the MN Department of Corrections (DOC) in the amount of \$349,829 to help cover salaries of the County Probation office. This includes an increase of approximately \$118,000 from the the 2023 fiscal year. With the increase this year, we are now statutorily required to put together a corrections advisory board (MN statute 401.08) that will assist in developing and monitoring a comprehensive plan for probation services in the County, which will require consultation with and approval by the MN DOC (MN statute 401.06). The board is to be put together by the Probation Director and is to include member(s) of the judiciary, prosecutors, defense attorneys, law enforcement, educators, different ethnicities and the public. There must be at least nine board members and the board members must be approved by the County Board. The intent is to work toward prevention of crime and delinquency, and rehabilitation of persons convicted of crime and delinquency. All of this being said, we currently have a criminal resource team that meets quarterly and qualifies to meet this requirement. It involves all of the members listed above. This is a formality required for continued funding by the DOC. The issue before the Board is a request for a resolution stating that Freeborn County hereby establishes a Corrections Advisory Board to be assembled by the County Probation Director as per MN Statute 401.08.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS: N/A	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Resolve to establish a Corrections Advisory Board for Freeborn County	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT <u>0.00</u> BUDGETED <input type="checkbox"/> Y <input type="checkbox"/> N MANDATED : <input checked="" type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: <u>MN Dept of Corrections</u>	
Other comments:	

RESOLUTION 24-XXX

RESOLUTION ESTABLISHING A FREEBORN COUNTY CORRECTIONS ADVISORY BOARD

WHEREAS, Freeborn County Probation Services is formed under and follows the laws of statute 244.19 which establishes a County Probation Office (CPO) with a Director appointed by the District Judges, and;

WHEREAS, The County Board is tasked with issuing resolutions for certain Minnesota statutes, including under certain Correctional statutes, and;

WHEREAS, per MN Statute 401.08, county Probation Directors are required to assemble and maintain a corrections advisory board that will assist in formulating and carrying out a comprehensive plan for local correctional services to qualify for the subsidy program under 401.01, and;

WHEREAS, Freeborn County Probation Services receives an allotment of money from the Minnesota Department of Corrections by MN statute 401.10 currently in the amount of \$349,829 per year, and;

WHEREAS, the state aid that the County receives would be stopped if Freeborn County does not take this action, and;

WHEREAS, Freeborn County already has this in place in the form of the Criminal Justice Resource Group which meets quarterly and includes members of the judiciary, law enforcement, county and city attorneys and correctional staff, which satisfies the requirements according to the MN Department of Corrections;

WHEREAS, the County Board must issue a board resolution stating the following so as to establish the required language to continue our funding allotment;

NOW, THEREFORE, BE IT RESOLVED that the Freeborn County Board of Commissioners orders a local Freeborn County Corrections Advisory Board be assembled and established by the County Probation Director as per MN Statute 401.08.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6th day of February, 2024, and as appears on the minutes of their record of proceedings.

Ryan Rasmusson
County Administrator/Clerk
County of Freeborn
State of Minnesota



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 02/06/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Kelly Hendrickson	DEPARTMENT: A/T
PRESENTED BY: Kelly Hendrickson	ESTIMATED TIME NEEDED: <5 minutes
SUMMARY OF ISSUE/TOPIC: Consider a resolution loaning \$30,000.00 to the Health Insurance Account from the General Fund. Blue Cross Blue Shield pulls funds at the beginning of the month for health insurance payments and the county collects from employees through payrolls after payments are made. Because of this timing, the county runs into a deficit balance in the bank account the payments are swept from. Loaning from the General Fund and placing the funds in the bank account will off set the timing problem and prevent the account from going into a deficit balance.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Approve	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N MANDATED : <input checked="" type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: Auditor's _____	
Other comments:	

**RESOLUTION NO. 24-XXX
AUTHORIZING THE TRANSFER OF \$30,000.00 FROM THE
GENERAL FUND TO THE INSURANCE FUND**

Whereas, Freeborn County Board of Commissioners has approved the 2024 operating budget;
and

Whereas, Freeborn County provides health insurance to its employees as an employment benefit;

Whereas, the insurance payments are removed from the insurance funds prior to the employees pay their share of the premium.

Resolved, that the Freeborn County Board of Commissioners authorize the transfer of \$30,000.00 from the General Fund to the Insurance Fund to cover the advance needed for timely premium payment.

Brad Edwin, Chairman

Date

ATTEST

Ryan Rasmusson
Administrator/Clerk

Date

kdh



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 02/06/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Kelly D. Hendrickson	DEPARTMENT: Auditor-Treasurer
PRESENTED BY: Kelly D. Hendrickson	ESTIMATED TIME NEEDED: <5 minutes
SUMMARY OF ISSUE/TOPIC: Consider a resolution entering into a contract between City of Albert Lea and Freeborn County for election services for an April 9, 2024 Special Election. This is the same contract that was used in the 2019 and 2023 ISD #2886 election. This contract has also been used in the 2021 ISD #241, Albert Lea election. County Attorney, David Walker has reviewed the contract for election services.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Approve	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT <u> \$5,000.00 </u> BUDGETED <input type="checkbox"/> Y <input checked="" type="checkbox"/> N MANDATED : <input type="checkbox"/> Y <input checked="" type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

RESOLUTION 24 - XXX

Contract between Freeborn County and the City of Albert Lea for Election Services

This is a contract between the County of Freeborn ("County") and the City of Albert Lea ("City") for the provision of election services by Freeborn County.

I. Duration of Contract

This contract will be in effect for the period beginning January 23, 2024 and ending on November 1, 2024 and will apply to the election held on April 9, 2024.

II. County Responsibilities

Except as otherwise provided in this contract, the County will provide all services, equipment, and supplies as required to perform, on behalf of the City, all election-related duties of the City under the Minnesota election law, and other relevant state and federal laws. These duties will include but are not limited to:

- A. Coordinate City election activities;
- B. Coordinate equipment and procedure training information for all head and other election judges for each polling location in Freeborn County;
- C. Provide refresher training materials for all head and other election judges for each polling location in Freeborn County;
- D. Operate, test, demonstrate, and provide technical support for all electronic voting systems in Freeborn County;
- E. Administer absentee voting;
- F. Coordinate absentee ballot board activities;
- G. Coordinate health care facility voting in Freeborn County;
- H. Provide election forms, supplies and other related materials;
- I. Conduct preliminary tests and public accuracy tests of voting systems in Freeborn County;
- J. Coordinate programming, layout and printing of ballots;
- K. Compile and report election results and election statistics to the appropriate canvassing boards and the public;
- L. Coordinate and conduct recounts for City ballot questions if needed; and

III. City Responsibilities

- A. Sign agreements so that Freeborn County is authorized to coordinate programming, layout and printing of ballots for precincts;
- B. Coordinate and provide final approval for polling locations;
- C. Provide maintenance vehicles for delivery of Election materials, ballots, voting stations and electronic voting systems to each polling location;
- D. Hire and coordinate election judges for said election and assign related tasks;
- E. Prepare election notices and arrange for publishing and/or posting;
- F. Designate principal contacts for election coordination;
- G. Be responsible for damage or theft to any voting system or ballot box;
- H. Retain final election records for at least 22 months following each election;
- I. Retain permanent archive of final election results;
- J. Conduct official canvass of election results following City election;
- K. Provide the title and text in electronic format of City questions to be placed on the ballot;
- L. Mail the notice to each household with a registered voter if location of polling place change is necessary as required by MS 204B.16, subd. 1a;
- M. Provide necessary claim forms for election judge payment and process said claim forms as appropriate.

IV. Material and Voting System Delivery & Collection

The County and City will share responsibilities for delivery and collection of election materials, ballots, voting stations and electronic voting systems to each polling location according to a separate, mutually-agreeable schedule;

V. Insurance

During the term of this contract, the City will maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on the electronic voting systems for the repair or replacement of the voting equipment if damaged or stolen. The City is responsible for any deductible under its policy. Otherwise, each party hereby waives and releases the other party, their employees, agents, officials and officers from all claims, liability and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other party.

VI. Indemnification

Each party to this contract will defend, hold harmless and indemnify the other parties, their officials, agents and employees from any liability, loss and damage it may suffer as a result of demands, claims, judgments or costs including, but not limited to, attorney's fees and disbursements, arising out of or related to the indemnifying party's performance or failure of performance under this contract. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this contract.

VII. Legal Representation

The County Attorney's Office shall advise and represent the County in all election-related matters, and the City Attorney shall advise the City on election-related matters. In addition, the City's Attorney shall assist and cooperate with the County Attorney's Office as may be reasonably requested concerning matters covered by this Contract.

VIII. Election Costs and Payments

The City shall make a payment to the County within thirty (30) days of the date on which the invoice is received. The total amount billed to the City for 2024 Special Election services shall be five thousand and no/100ths dollars (\$5,000.00). This amount does include: the cost of postage associated with election activities including absentee voting, replacement ballots, election materials including absentee voting envelopes and polling location forms/supplies.

The amount of the contract **does not** include preparation and printing of ballots or equipment programming, or election judge salaries and expenses. All invoices and receipts related to all City election ballots and equipment programming will be compiled by the County and submitted to the City for reimbursement outside the administrative fee noted above. The City is responsible for all election judge salaries and expenses related to City elections and will provide the forms and processing necessary for payment to each judge.

IX. Recount Expenses

In the event of a recount, an agreement will be worked out between the County and the City as to costs and payments; before recount activities begin.

X. Independent Contractor

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures or associates between the parties hereto or as constituting the County as the employee of the City for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents nor its representatives are employees of the City. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments nor any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments and state income taxes are the responsibility of the County.

XI. Data Practices

All data created, collected, received, maintained or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

XII. Entire Agreement

This contract shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations. This contract cannot be changed altered or changed except as provided in a written agreement signed by all parties.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands.

COUNTY OF FREEBORN

CITY OF ALBERT LEA

By:

By

Brad Edwin, Chair

Rich Murray, Mayor

Dated: _____

Dated: _____

By:

By:

Kelly D. Hendrickson, Auditor-Treas

Ian Rigg, City Manager

Dated: _____

Dated: _____

APPROVED

By:

David Walker,
County Attorney

Dated: _____



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 02/06/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Kelly D. Hendrickson	DEPARTMENT: Auditor-Treasurer
PRESENTED BY: Kelly D. Hendrickson	ESTIMATED TIME NEEDED: <5 minutes
SUMMARY OF ISSUE/TOPIC: Consider a resolution entering into a contract between Freeborn County and Election Systems & Software, LLC for election services. County Attorney, David Walker has reviewed the contract for election services.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Approve	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input type="checkbox"/> Y <input checked="" type="checkbox"/> N MANDATED : <input type="checkbox"/> Y <input checked="" type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

**ELECTION SYSTEMS & SOFTWARE, LLC
ELECTION SERVICES AGREEMENT**

This Agreement is made as of the date it is executed by the last of the parties named below (the "Effective Date"),

BETWEEN: ELECTION SYSTEMS & SOFTWARE, LLC, a Delaware Limited Liability Company ("ES&S")

AND: Freeborn County, ("Customer")

RECITALS:

A. Customer has agreed to purchase certain election-related services from ES&S for use in **Freeborn County, Minnesota** (the "Jurisdiction"). The terms and conditions under which such services shall be provided are set forth in the **GENERAL TERMS** attached hereto.

B. The following Exhibits are incorporated into, and constitute an integral part of, this Agreement (check all that apply):

- Exhibit A (Summary of Services)
- Exhibit B (Ballot Layout, Coding, and Voice File Services)
- Exhibit C (Ballot Printing Services)

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereto:

- Agrees to the **GENERAL TERMS** and the terms and conditions set forth in each Exhibit.
- Agrees that at all times, this Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer is located.
- Represents and warrants to the other party that as of its signature date indicated below it has full power and authority to enter into and perform this Agreement, and that the person signing below on its behalf has been properly authorized to execute this Agreement.
- Acknowledges that it has read this Agreement, understands it and intends to be bound by it.

ELECTION SYSTEMS & SOFTWARE, LLC
1208 John Galt Boulevard
Omaha, NE 68137
Fax No.: 402-970-1291

Freeborn County Interim Auditor-Treasurer
411 S. Broadway, PO Box 1147
Albert Lea, MN 56007
Phone No.507.377.5121:

Signature

Signature

Name (Printed or Typed)

Kelly D. Hendrickson

Name (Printed or Typed)

Title

Interim Auditor-Treasurer

Title

Date

Date

GENERAL TERMS AND CONDITIONS

1. **Consideration.** The consideration to be paid by Customer to ES&S for the services provided hereunder is set forth on the accompanying exhibits.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S; and (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform.

3. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 3, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

4. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

5. **Exclusive Service Provider.** Customer hereby agrees to purchase the products and services set forth on Exhibits B & C attached hereto from ES&S for the Term of this Agreement at the pricing set forth on each applicable Exhibit.

6. **Term; Termination.** This Agreement shall be in effect beginning on the **Effective Date, covering all elections through** December 31, 2026 (the "Term"). This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within thirty (30) days after it receives written notification thereof from the non-breaching party.

7. **Assignment.** Except in the case of a reorganization of the assets or operation of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

8. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall

be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or email address set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

9. **Disputes.**

a. **Remedies for Past Due Payments.** If any payment to ES&S is past due more than five (5) days, ES&S may suspend performance under this Agreement until such amount is paid.

b. **Dispute Resolution Process.** Time is of the essence in resolving disputes. The initiating party shall notify the responding party of any dispute, including all relevant information (e.g., the nature of the dispute, dates, times, persons involved). The responding party shall respond to the notification within five (5) business days. Thereafter, the parties shall use their good faith efforts to resolve the dispute within a reasonable period of time. Notwithstanding anything in this Section 9 to the contrary, either party may apply to any court having jurisdiction over the subject matter of the dispute for a temporary restraining order, preliminary injunction, or other appropriate legal remedy at any time.

10. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including all exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an exhibit to this Agreement and these General Terms, the provision contained in the exhibit shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7, 8 and this Section 10 shall survive the termination of this Agreement, to the extent applicable.

11. **Counterparts; Execution By Email.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of email transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

**EXHIBIT A
SUMMARY OF SERVICES**

Sale Summary:	
Description	Refer to
Ballot Layout, Coding, and Voice File Services	Exhibit B
Ballot Printing Services	Exhibit C
Terms & Conditions:	
Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.	
Note 2: <u>Invoicing and Payment Terms are as Follows:</u> Ballot Layout, Coding, Voice File, and Ballot Printing Services will be invoiced as Services are provided. Invoices are due net 30 from invoice date.	
Note 3: The Customer acknowledges and agrees that the pricing set forth herein for certain services is based on information provided by the Customer ("Customer Data") and that such Customer Data is accurate and complete. In the event the Customer requests any changes to the Customer Data (including but not limited to, changes as a result of Customer errors, Customer requested modifications, court orders or other changes not otherwise caused by ES&S) which requires additional services to be performed by ES&S, the Customer shall be subject to additional fees for such services at ES&S' then current rates.	

**EXHIBIT B
BALLOT LAYOUT, CODING, AND VOICE FILE SERVICES**

Description	Non-Discounted Fees	Discounted Fees
Paper Ballot Layout (Price per Ballot Face)		
English and Spanish (combined):		
1 to 500 Faces	\$41.95	\$38.80
501 or more Faces	\$36.00	\$33.30
Languages other than English/Spanish		
1 to 500 Faces, per Language	\$85.00	\$78.60
501 or more Faces, per Language	\$71.50	\$66.15
Base Charge for Ballot On Demand (BOD)	\$640.00	\$592.00

Electronic Screen Layout – ExpressVote, AutoMARK or iVotronic		
English and Spanish (combined):		
Per Ballot Style, or precinct, whichever is greater	\$26.25	\$24.25
Languages other than English/Spanish		
Per Ballot Style, or precinct, whichever is greater	\$48.00	\$44.40

Special Note:

Electronic Screen Layout does NOT apply to ExpressVote or AutoMARK customers when ES&S performs paper ballot layout and voice file services.

Programming Services	Non-Discounted Fees	Discounted Fees
Base Charge per Equipment Type	\$600.00	\$555.00
Base Charge for ERM file set-up	\$600.00	\$555.00
Ballot types created (open primary or multiple-page ballots)	\$90.00	\$83.25
Precincts (for every precinct in the election)	\$10.75	\$9.95
Splits (for every additional ballot style within a precinct.)	\$10.75	\$9.95
Ballot Face Configurations (every unique ballot face in the election)	\$19.25	\$17.80
Contest / Issue Entries (total number of contests, referenda, questions, and/or propositions in the election)	\$21.00	\$19.40
Candidate / Response Entries (total number of candidates &/or responses, including referenda and all write-ins for each contest/issue)	\$9.00	\$8.30
Headers (Central Tabulators)	\$2.40	\$2.20
Re-Coding Fees	\$600.00 + applicable fee for each changed element	\$555.00 + applicable fee for each changed element

Voice Files per Equipment Type	Non-Discounted Fees	Discounted Fees
Language Setup Charge - English	\$400.00	\$370.00
Language Setup Charge - Spanish	\$400.00	\$370.00
Language Setup Charge - All Other languages	\$600.00	\$555.00

Description	Non-Discounted Fees	Discounted Fees
Political Parties (Fee Billed Per Element, Per Language)	\$6.00	\$5.55
Ballot Faces (Fee Billed Per Element, Per Language)	\$18.00	\$16.65
Contests / Issues (Fee Billed Per Element, Per Language)	\$19.00	\$17.55
Candidates / Yes-No Responses (Fee Billed Per Element, Per Language)	\$12.00	\$11.10
Propositions / Amendments / Instructions (Fee Billed Per Element, Per Language)	\$24.00	\$22.20
Price per word in excess of 1200 total words (Instructions / Propositions / Amendments)	\$0.42	\$0.40
Resubmission	\$400.00 for English & Spanish and \$600.00 (for each additional language), plus the applicable fee for each element changed for each language	\$370.00 for English & Spanish and \$555.00 (for each additional language), plus the applicable fee for each element changed for each language

Other Services (Standard Overnight Delivery Charges Will Apply and Will Be Billed Separately)	Non-Discounted Fees	Discounted Fees
Media burn (Flash / PCMCIA Cards, Mem Packs, PEBs, Jump Drives)	\$14.25	\$14.25
Electronic transfer files (per county, per election)	\$141.75	\$141.75
SOS Media	\$85.50	\$85.50
.pdf File Extraction (per Style)	\$1.75	\$1.75
Sample Ballot Creation	\$45.50	\$45.50
Publication Ballot Creation (Ballot Layout as is)	\$210.00	\$210.00
Custom Publication Ballot Creation	\$400.00	\$400.00
ESSIM Test Deck Creation (does not include print costs)	\$375.00	\$375.00
Auto Test Deck PDF Creation (\$21.50 per Style; Min Chg of \$215.00)	\$215.00	\$215.00
Ballot Assignment Chart	\$455.00	\$455.00
Download Results From Media	\$75.00	\$75.00
ERM State Utility File	\$485.00	\$485.00
Note 1: All prices are exclusive of freight which will be billed separately		

**EXHIBIT C
BALLOT PRINTING SERVICES**

Description	Price per Ballot
11", 14", or 17" Ballots	
Base ballot charge	\$0.26
Backside of ballot	\$0.03
Stub and/or numbering	\$0.03
Folding or scoring	\$0.03
Stapling or gluing in pads	\$0.01
Color requirements – defined as a color bar on the ballot. Other designs or methods will be subject to a separate quote.	\$0.02
19" Ballots	\$0.03
Prices are exclusive of freight, which will be billed separately.	

Note 1: Special requests, including watermarking, unique packaging requirements and expedited delivery requirements are not included in the table above, and will be priced separately.

Note 2: Unexpected and material changes in costs such as paper may result in changes to the fees reflected above.

Note 3: Ballots are to be ordered in increments of 25 with a minimum order value of \$100.00.

Note 4: Expedite Fee of \$150.00 will be assessed to each order that is required to be SHIPPED within Five (5) business days from time of order.

STATE OF MINNESOTA
TURTLE CREEK WATERSHED DISTRICT
DRAINAGE AUTHORITY FOR THE IMPROVEMENT OF FREEBORN COUNTY DITCH 31

The matter of the petition for the improvement of Freeborn County Ditch 31

**FINAL ORDER DISMISSING
IMPROVEMENT PROCEEDINGS,
ALLOCATING COSTS TO
PETITIONERS AND CERTIFYING
ASSESSMENT OF COSTS**

At the regular meeting of the Board of Managers of the Turtle Creek Watershed District, Drainage Authority for the improvement of Freeborn County Ditch 31, on August 15, 2023, Manager Ravenhorst moved, seconded by Manager Vanderploeg for adoption of the following:

FINDINGS

1. A greater than 60% majority of petitioners in the above matter have entered into an agreement to dismiss the improvement proceedings and allocate of costs incurred in the proceedings.
2. Signatories represent over 92% of the land interest obligated under the petition.
3. The Board has previously quantified the petitioner obligation for costs if the proceedings are dismissed as \$168,388.61.
4. Majority-petitioners have agreed to allocate these costs between them pursuant to the agreement – as verified and modified by the Freeborn County Auditor-Treasurer to be consistent with petitioner-benefitted acres currently enrolled in the County's tax system. Said modification was necessary based on land splits and conveyances occurring since the last benefits determination on record with the County.
5. The allocation of costs, based on the majority-petitioners' agreement, as modified is attached hereto as Exhibit A.
6. The Board finds the allocation of costs pursuant to the agreement to be fair and reasonable.
7. Majority-petitioners request that the allocated costs be placed as assessments on the benefitted property for a period not to exceed 10 years and at an interest rate not to exceed 3%. Both the term and interest rate on such assessments is within the discretionary authority of the Board.
8. The basis of the proposed dismissal of the proceedings is a failure of petitioners to increase the bond in the proceedings as required by statutes section 103E.202 and a request, by a

majority of petitioners representing at least 60 % of the area owned by all of the petitioners as described in the petition.

Based on the foregoing, the Drainage Authority makes the following:

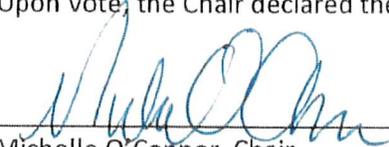
ORDER

- A. The Board, hereby, dismisses the improvement proceedings.
- B. The Board certifies the assessment of \$168,388.61 of costs in the improvement proceedings, to be allocated as detailed in Exhibit A, to be collected over a period not to exceed 10 years and at an annual interest rate of 3%.
- C. Nothing in this order prevents prepayment of the allocated assessment.
- D. Nothing in this order prevents future consideration of the repair component of work included in the initial petition for improvement.
- E. The Board authorizes the payment of all other costs in the proceedings.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order, and there were __ yeas and __ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Erichson	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
O'Connor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ravenhorst	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vanderploeg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Van Erkel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the motion Passed.



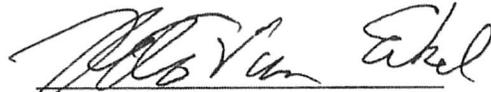
Michelle O'Connor, Chair

Dated: 8/15, 2023

* * * * *

I, Peter Van Erkel, Secretary of the Turtle Creek Watershed District, do hereby certify that I have compared the above motion, findings and order with the original thereof as the same appears of record and on file with the Board of Managers and find the same to be a true and correct transcript thereof. The above order was filed with me, Secretary of the Board of Managers, on August 22nd, 2023.

IN TESTIMONY WHEREOF, I hereunto set my hand this 22nd day of August, 2023.


Peter Van Erkel

Updated with Information from Tax Program
EXHIBIT A (Spreadsheet of Allocation of Costs - Based on Estimated Costs of \$168,388.61)

NAME	PID	LEGAL ¼ - ¼	Benefitted Acres	% of Total Benefitted Acres	\$ Per Parcel	Total Per Group	
Lair Farms LLC (SUC to Loren Lair Revoc Trust)	06.005.0060	SENW	34.66	2.2597%	3,805.16		
Lair Farms LLC (SUC to Loren Lair Revoc Trust)	06.005.0100	NENW	40.97	2.6711%	4,497.90	8,303.06	Lair Farms LLC
Douglas O Riskedahl	06.004.0040	NWNW	38.50	2.5101%	4,226.73		
Douglas O Riskedahl	06.004.0040	NENW	40.00	2.6079%	4,391.41		
Douglas O Riskedahl	06.004.0040	SWNW	16.96	1.1058%	1,861.96		
Douglas O Riskedahl	06.004.0040	SENW	11.86	0.7732%	1,302.05		
Audrey L Riskedahl	06.004.0041	SWNW	2.59	0.1689%	284.34		
Audrey L Riskedahl	06.004.0120	SWNW	1.90	0.1239%	208.59		
Audrey L Riskedahl	06.004.0120	SENW	24.00	1.5647%	2,634.85		
Audrey L Riskedahl	11.031.0050	SENE	3.91	0.2549%	429.26	15,339.19	Doug & Audrey Reiskedahl
R.R. Olson Legacy Trust	06.004.0010	NWNE	40.00	2.6079%	4,391.41		
R.R. Olson Legacy Trust	06.004.0010	NENE	39.00	2.5427%	4,281.62		
R.R. Olson Legacy Trust	06.004.0010	SWNE	5.00	0.3260%	548.93		

R.R. Olson Legacy Trust	06.004.0010	SENE	2.31	0.1506%	253.60	
R.R. Olson Legacy Trust	06.006.0110	NESE	25.37	1.6541%	2,785.25	
R.R. Olson Legacy Trust	06.006.0110	SESE	17.99	1.1729%	1,975.04	
R.R. Olson Legacy Trust	06.006.0112	SWSE	18.40	1.1996%	2,020.05	
Ron & Sharon Olson	11.028.0040	SWSE	18.20	1.1866%	1,998.09	
Ron & Sharon Olson	11.032.0030	SENW	9.50	0.6194%	1,042.96	
S.K. Olson Legacy Trust	11.028.0043	SWSE	37.10	2.4188%	4,073.03	
S.K. Olson Legacy Trust	11.028.0043	WSESE	18.20	1.1866%	1,998.09	
S.K. Olson Legacy Trust	11.028.0043	SESW	4.40	0.2869%	483.06	
S.K. Olson Legacy Trust	11.032.0031	NENW	39.00	2.5427%	4,281.62	
S.K. Olson Legacy Trust	11.032.0031	SENW	29.50	1.9233%	3,238.66	
S.K. Olson Legacy Trust	11.033.0010	NWNE	40.00	2.6079%	4,391.41	
S.K. Olson Legacy Trust	11.033.0010	NENE	39.00	2.5427%	4,281.62	
S.K. Olson Legacy Trust	11.033.0010	NSWN E	20.00	1.3040%	2,195.70	
S.K. Olson Legacy Trust	11.033.0010	NSENE	19.25	1.2551%	2,113.37	46,353.53
Earl & Gertrude Nielsen Trust	11.032.0010	NWNE	39.00	2.5427%	4,281.62	

R.R. Olson Trust, Sk
Olson Trst, Ron &

Earl & Gertrude Nielsen Trust	11.032.0010	NENE	38.00	2.4775%	4,171.84	
Earl & Gertrude Nielsen Trust	11.033.0030	NWNW	28.20	1.8386%	3,095.94	
Earl & Gertrude Nielsen Trust	11.033.0030	SWNW	38.00	2.4775%	4,171.84	
Earl & Gertrude Nielsen Trust	11.033.0040	NWSW	38.00	2.4775%	4,171.84	
Earl & Gertrude Nielsen Trust	11.033.0040	WNES W	19.00	1.2388%	2,085.92	
Earl & Gertrude Nielsen Trust	11.033.0040	SWSW	39.00	2.5427%	4,281.62	
Earl & Gertrude Nielsen Trust	11.032.0021	SWNE	39.00	2.5427%	4,281.62	
Earl & Gertrude Nielsen Trust	11.032.0021	SENE	38.00	2.4775%	4,171.84	
Earl & Gertrude Nielsen Trust	11.032.0021	NWSE	26.96	1.7577%	2,959.81	
Earl & Gertrude Nielsen Trust	11.032.0021	NESE	37.50	2.4449%	4,116.95	41,790.85
James Nielsen	11.032.0020	NWSE	10.30	0.6715%	1,130.79	
James Nielsen	11.032.0060	NWSE	1.74	0.1134%	191.03	
James Nielsen	06.005.0010	NWNE	42.35	2.7611%	4,649.41	
James Nielsen	06.005.0010	SWNE	26.81	1.7479%	2,943.34	
James Nielsen	06.005.0010	SENE	19.63	1.2798%	2,155.08	
James Nielsen	06.005.0030	NENE	40.01	2.6086%	4,392.51	

Earl & Gertrude Nielsen Trust

James Nielsen	11.032.0050	SWSE	40.00	2.6079%	4,391.41		
James Nielsen	11.032.0050	SESE	39.00	2.5427%	4,281.62		
James Nielsen	11.033.0090	ENESW	19.50	1.2714%	2,140.81		
James Nielsen	11.033.0090	NWSE	24.39	1.5902%	2,677.66	28,953.66	James Nielsen
Ronald Jerdee Trust	11.031.0060	SENE	21.51	1.4024%	2,361.48		
Ronald Jerdee Trust	11.031.0060	NESE	25.25	1.6462%	2,772.08		
Ronald Jerdee Trust	11.031.0060	SESE	25.25	1.6462%	2,772.08	7,905.64	Ron Jerdee Trust
Thomas Dearmin	11.027.0080	SWSW	28.30	1.8451%	3,106.92	3,106.92	Thomas Dearmin
Scott C Lightly Revocable Living Trust	11.034.0060	NWSW	9.75	0.6357%	1,070.41		
Scott C Lightly Revocable Living Trust	11.034.0060	NESW	3.40	0.2217%	373.27		
Scott C Lightly Revocable Living Trust	11.034.0060	SWSW	39.00	2.5427%	4,281.62		
Scott C Lightly Revocable Living Trust	11.034.0060	SESW	12.50	0.8150%	1,372.32	7,097.62	Scott C Lightly Trust
Richard Carlson	11.033.0091	NWSE	5.00	0.3260%	548.93	548.93	Richard Carlson
Alex & Mikei Peterson (SUC Harold & Jille	11.034.0051	NESW	0.20	0.0130%	21.96	21.96	Alex & Mikie Peterson
Leroy Thoreson	11.030.0070	SESE	6.70	0.4368%	735.56		
Leroy Thoreson	11.032.0040	SWNW	38.00	2.4775%	4,171.84		

Leroy Thoreson	11.032.0070	NVNW	36.98	2.4110%	4,059.86	8,967.26	Leroy Thoreson
			1,533.80	100.0000%	168,388.61	168,388.61	

STATE OF MINNESOTA

SS
COUNTY OF FREEBORN

BEFORE THE BOARD OF
COUNTY COMMISSIONERS
OF FREEBORN COUNTY, MINNESOTA

RESOLUTION 24-XXX

Whereas, it is in the best interest of Freeborn County to eliminate certain bonded indebtedness, and

Whereas, it is to the financial advantage of the County to invest internally;

Therefore, now be it Resolved, to authorize the actions and procedures to pay the debt owed by County Ditch 31, Improvement on February 6, 2024 and;

Further, be it Resolved, to invest in this ditch fund by providing a loan from the General Fund in the amount of \$168,388.61 for County Ditch 31 Improvement to allow for debt payoff at an annual interest rate of 3% and a term of 10 years, for a total loan investment of \$168,388.61.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6th day of February, 2024 and as appears on the Minutes of their record of proceedings.

Ryan Rasmusson
County Administrator
Freeborn County, Minnesota

Kelly D. Hendrickson
Interim County Auditor-Treasurer
Freeborn County, Minnesota

STATE OF MINNESOTA
SS
COUNTY OF FREEBORN

BEFORE THE BOARD OF
COUNTY COMMISSIONERS
OF FREEBORN COUNTY, MINNESOTA

RESOLUTION 24-XXX

DECLARATION OF OFFICIAL INTENT TO
REIMBURSE EXPENDITURES FOR DITCH PROJECTS
WITH PROCEEDS OF DEBT OBLIGATIONS

The undersigned, being the county auditor of Freeborn County, Minnesota, and authorized by the Board of County Commissioners to make declarations of official intent under Treas. Reg. § 1.150-2 with respect to ditch projects to be undertaken or financed by the County, hereby declares as follows:

1. It is expected that the costs of the following ditch project(s) are intended to be reimbursed or otherwise financed by the issuance of debt obligations: County Ditch 31.
2. The amount of obligations expected to be issued for such purpose is not expected to exceed \$168,388.61.

Dated: February 6, 2024.

Presented to the County Board: February 6, 2024.

Ryan Rasmusson
County Administrator
Freeborn County, Minnesota

Kelly D. Hendrickson
Interim County Auditor-Treasurer
Freeborn County, Minnesota



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 02/6/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Kelly Hendrickson	DEPARTMENT: Auditor/Treasurer
PRESENTED BY: Kelly Hendrickson	ESTIMATED TIME NEEDED: <5 minutes
SUMMARY OF ISSUE/TOPIC: Pass resolution and order to file lien and record County Ditch 31 Improvement.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION (MOTION/RESOLUTION); Approve	
Fiscal Impact: <input checked="" type="checkbox"/> COST AMOUNT _____ BUDGETED <input type="checkbox"/> Y <input type="checkbox"/> N MANDATED : <input checked="" type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: __MN Statures 103E_____	
Other comments:	

STATE OF MINNESOTA

SS

COUNTY OF FREEBORN

BEFORE THE BOARD OF
COUNTY COMMISSIONERS
OF FREEBORN COUNTY, MINNESOTA

RESOLUTION AND ORDER 24-XXX

Resolved, that is hereby ordered that the lien filed in the office of the County Recorder for the following drainage system for improvement thereof shall be payable in the following manner:

County Ditch No. 31 Improvement one installment of the principal on or before October 15 subsequent to the filing of the lien in the office of the County Recorder and another installment on or before the 15th day of October of each year thereafter, for a total of 10 equal installments with an annual interest rate of 3%.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6th day of February, 2024 and as appears on the Minutes of their record of proceedings.

Ryan Rasmusson
County Administrator
Freeborn County, Minnesota

Kelly D. Hendrickson
Interim County Auditor-Treasurer
Freeborn County, Minnesota

RESOLUTION 24-XXX

WHEREAS, Freeborn County has bank accounts required by Minnesota Statutes for various county funds under the discretion of the Auditor-Treasurer and;

WHEREAS, THE Auditor-Treasurer strives to obtain safe, cost effective banking for Freeborn County and is moving funds to a lower cost solution;

WHEREAS, that Resolution 23-172 authorized a six-month short-term loan from the General Fund to a new Sheriff Turnkey Bank Account at CCF Bank in the amount of \$50,000.00 for the purpose of covering debits during the transition from a prior bank account at US Bank.

WHEREAS, the Sheriff Turnkey Bank account at CCF Bank took a longer time to establish due to the turnkey system.

THEREFORE RESOLVED extending Resolution 23-172 for an additional six-month period to allow for the closure of the US Bank account and proper reconciliation of the accounts.

THEREFORE RESOLVED, that the interest earned in the Sheriff Turnkey Bank Account at CCF Bank remain with the Office of the Sheriff.

I HEREBY CERTIFY, that the above is a true and corrected copy of a resolution adopted by the Freeborn County Board of Commissioners at their session of the 6th day of February, 2024, and as It appears on the minutes of their record of proceedings.

Brad Edwin
Freeborn County Board Chair
County of Freeborn
State of Minnesota

Attested to by:
Ryan Rasmusson
County Board Clerk

KH



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 02/06/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Request Board direction
SUBMITTED BY: Sue Yost	DEPARTMENT: Public Health
PRESENTED BY: Sue Yost	ESTIMATED TIME NEEDED: <5 min
SUMMARY OF ISSUE/TOPIC: Freeborn County Public Health is requesting to designate Sue Yost as the Public Health designee to the Freeborn County Family Services and Children's Mental Health Collaborative Board of Directors. As stated in the JPA for the Collaborative in Section 7 the duties of the parties have to designate one voting member to the Collaborative Board of Directors. In Section 5 Public Health is names as one of the Collaborative Decision Making Body. In 2019 before this JPA was finalized the Board of Commissioners at that time designated Sue Yost to a 4 year term. There were term limits in the previous JPA. The JPA now does not have term limits so Sue Yost will need to be re-designated at this time as the 4 year term has ended. Public Health needs to make it official that Sue Yost is the continued designee. Sue Yost also serves as the Chair of the Board of Directors.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Consider a resolution appointing Sue Yost as the Public Health designee to the Freeborn County Family Services and Children's Mental Health Collaborative Board of Directors	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input type="checkbox"/> Y <input type="checkbox"/> N MANDATED : <input type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

Freeborn County Board of Commissioners

RESOLUTION 24-XXX

Resolution appointing Sue Yost as the Public Health designee to the Freeborn County Family Services and Children's Mental Health Collaborative Board of Directors

WHEREAS, the County of Freeborn hereby entered into a Joint Powers Agreement to provide collaborative and integrated services to children and families, and

WHEREAS, the establishment of this Board serves as a mechanism whereby additional programs and services may be developed or the benefits of the parties, and

WHEREAS, each entity shall designate a voting member of the Collaborative Board of Directors as stated in Section 7 of the Freeborn County Family Services and Children's Mental Health Collaborative Joint Powers Board Agreement, therefore

BE IT RESOLVED, that Sue Yost, Freeborn County Public Health Director be authorized to be the Public Health designee to serve the on the Board of Directors of the Freeborn County Family Services and Children's Mental Health Collaborative.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6th day of February, 2024, and as appears on the minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn
State of Minnesota

Freeborn County Family Services and Children's Mental Health Collaborative Joint Powers Agreement

This agreement, including amendments and supplements thereto, is made by and between all entities represented on the signature pages of this document, hereinafter referred to as the "Parties".

WHEREAS: the Parties agree that the needs of children and families cut across boundaries of categorical agencies and that services need to be coordinated across traditional systems; and

WHEREAS: the Parties understand that each has certain duties and obligations to serve the public interest, children, youth, and families, which are required by law and that these laws shall serve as the foundation for defining the role and responsibility of each of the Parties to this Collaborative; and

WHEREAS: the Parties are committed to providing a comprehensive, collaborative system of outreach & early identification and a culturally sensitive, integrated service delivery system to improve the health and well-being of children and their families in Freeborn County; and

WHEREAS: the Parties agree that parent, community and youth input and support are key to successful care planning for children and families;

WHEREAS: the Parties, pursuant to Minnesota Statutes 124D.23, Family Services and Community-Based Collaboratives and/or Minnesota Statutes 245.491 to 245.495 for Children's Mental Health Collaboratives are authorized to enter into collaborative relationships to establish integrated service systems; and

NOW THEREFORE, it is agreed:

Section 1: Establishment of the Collaborative

That hereby there is established an integrated family services and children's mental health collaborative to be known as the Freeborn County Family Services and Children's Mental Health Collaborative, hereinafter referred to as the "Collaborative".

Section 2: Purpose of the Collaborative

The purpose of the Freeborn County Family Services and Children's Mental Health Collaborative shall be to foster collaborative prevention and intervention efforts to improve the outcomes, stability and health of all children and families through the coordination of multi-agency services and informal and formal supports within the community, by developing a

comprehensive system of collaborative service delivery to improve the ability of families to meet the needs of their children.

The Collaborative shall not function as a service provider, but shall perform activities that coordinate supports and services, with a goal of system improvement. The Collaborative shall neither replace nor duplicate existing agencies, but shall create and sustain relationships among them. The Collaborative shall strive to achieve goals through the utilization of existing resources by creating a more efficient and effective system.

Section 3: Population to be Served

The target population of the Collaborative will be:

Children birth to age 18, or birth through age 21 for individuals with disabilities, and their families including:

- Children with an emotional or behavioral disturbance or who are at risk of suffering an emotional or behavioral disturbance; and
- Children with multiple and special needs including children who face social, emotional, educational, or economic challenges or are at risk of being placed in an out-of-home placement.

Section 4: Definitions

1. **Board of Directors:** The governing body, or decision making body, which oversees the work of the Collaborative (See Section 6 for Duties of the Board of Directors).
2. **Parties:** The government, educational, community, mental health, non-profit, and private entities that designate a member to the Board of Directors and enter into this Joint Powers Agreement. (See Section 7 for Duties of the Parties).
3. **Participating Organizations:** Area entities, public and private organizations and businesses with a shared interest in the purpose and mission of the Collaborative that may make staff available to serve on the Advisory Committee.
4. **Advisory Committee:** The advisory body that provides expertise in systems, service delivery and community support which makes recommendations to the Board of Directors. Subcommittees may be formed through the Advisory Committee for special projects.

Section 5: Composition of the Collaborative Decision Making Body

Legal authority of the Collaborative shall be exercised by the Collaborative Board of Directors, hereinafter referred to as the "Board". The Board is composed of individuals representing the following partners (Parties):

1. Standing Board Members (Parties)
 - a. Albert Lea Public Schools*
 - b. Alden-Conger Public Schools*
 - c. Glenville-Emmons Public Schools*
 - d. Freeborn County Public Health*
 - e. Freeborn County Department of Human Services*
 - f. Freeborn County Probation & Pre-Trial Services*
 - g. SEMCAC – Community Action Agency*
 - h. Nexus Gerard Community Mental Health – Mental Health Entity*
 - i. Families First of Minnesota - Freeborn County Head Start*
 - j. City of Albert Lea – Public Safety Representative
 - k. City of Albert Lea – Community Partner Representative
 - l. Mayo Clinic Health System—Southeast Minnesota Region dba Mayo Clinic Health System-Albert Lea and Austin ("Mayo")

NOTE: * = Mandated Party

2. Parent/Consumer Community Member*
 - a. On an annual basis, the Board shall elect one Community Member with current or prior system experience as a parent of a child/youth within the target population or a Community Member with prior system experience as a child/youth within the target population to the Collaborative. Attachment A to this agreement will include the name and signature of the Parent/Consumer Community Member.

Other entities serving Freeborn County (including those enumerated in Minnesota Statutes 124D.23, Subd. 1 (a) and/or 245.493 Subd. 1) may become a Party to this agreement upon approval of a two-thirds majority of the then existing Board of Directors. Upon approval, the new and all existing Parties shall sign a copy of this Agreement reflective of the change.

In the event that a Party changes their name, structure, and/or consolidates with another entity, this Joint Powers Agreement shall be updated to reflect such changes, and re-signed by the modified Party's designee and all other Parties.

Section 6: Duties of the Collaborative Decision Making Body

The Board of Directors Shall:

1. Exercise final authority over Collaborative Purpose and Mission
2. Exercise final authority over Collaborative policy and budget
3. Have final authority over Organizational Structure
4. Select a Fiscal Agent from among the Parties to this Agreement should Freeborn County Department of Human Services no longer desire to assume this duty. The Fiscal Agent shall:
 - a. Establish and maintain financial accounts to support all claims for federal reimbursement, including a clear audit trail;
 - b. Establish and maintain such funds and accounts as may be required by good-accounting practices;
 - c. Receive and maintain funds;
 - d. Receive local, state, and federal grant dollars, cash and charitable contributions;
 - e. Disburse funds at the direction of the Board of Directors;
 - f. Account for revenues and expenditures and produce appropriate financial statements;
 - g. Provide reports as required by state and federal agencies;
 - h. Designate a staff person to perform Collaborative duties;
5. Receive funds contributed by Parties to this Agreement and funds from the State of Minnesota, the federal government and from any lawful governmental or private source, including gifts;
6. Apply for and accept grants, gifts, loans, and other assistance from any lawful source;
7. Approve expenditure of funds and enter into contracts for the purposes described in this Agreement and in accordance with the operating budget approved by the Board;
8. Evaluate Collaborative fiscal performance to ensure accountability for effective and efficient use of public funds and oversee client outcomes;
9. Hire and supervise the Collaborative Coordinator;
10. Provide information and access to training and technical assistance for the staff of Parties in order to facilitate and fulfill the purpose of the Collaborative; and
11. Develop and adopt bylaws covering internal operating procedures for an integrated service delivery system.
12. Appoint members to the following Committees:
 - a. Advisory Committee
 - b. Budget Committee
 - c. Personnel Committee

Section 7: Duties of the Parties

Parties to the Joint Powers Agreement agree to:

1. Designate one voting member to the Collaborative Board of Directors.

- a. When a Party's governing body appoints a board member, it shall give notice of such appointment to the Collaborative in writing. Such notice shall include mailing address, email address, and phone number of designee.
2. Assign staff to the Collaborative as needed to accomplish the Mission of the Collaborative and delivery of services.
3. Participate in projects operated by the Collaborative
4. Contribute to the Integrated Fund, which includes in-kind services. In-kind services, including a Party's participation on the Collaborative Board of Directors, are deemed to be the minimum financial contribution by each party.

Section 8: Collaborative Finances and Integrated Fund

1. The Parties agree to maintaining the established Integrated Fund for the purposes of financing Collaborative projects and increasing the capabilities and flexibility of funding sources for the Collaborative. The Integrated Fund will be used to purchase supports, interventions, and services for children and their families in the target population; to coordinate the provision of supports, interventions, and services; and to operate the Collaborative.
2. The Parties agree that the Integrated Fund shall be under the direct control of the Board and shall be administered, under the Board's control, by such fiscal agent as the Board shall choose.
3. The Integrated Fund shall consist of both monetary and in-kind resources to which a monetary value shall be assigned by written agreement between the contributor and the Board.
4. A schedule of contributions of each Party shall be renegotiated each year, approved by the Board, and reflected in Minutes of the Board Meeting during which they are approved. The most recent board minutes listing the annual contributions of all the Parties will be attached as a supplement to this agreement.
5. All grants, contributions, reimbursement, gifts, and earnings shall be maintained by the fiscal agent as a joint service delivery account, and shall not be considered as funds from or for any particular Party or Parties.

Section 9: Personnel

1. In accordance with all applicable equal employment opportunity directives, and regulations of federal, state and local governing bodies, or agencies thereof, Freeborn County Children's Mental Health & Family Services Collaborative will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, gender, disability, age, marital status, status with regard to public assistance, or sexual orientation.

2. The Collaborative may hire a Collaborative Coordinator to carry out the day-to-day operations of the Collaborative. Staff hired by the Collaborative shall be jointly supervised by the Board of Directors and an appointed supervisor selected from among the Parties of this Agreement. All staff positions shall be authorized by the Board and appointed by a selected committee. Compensation and benefits shall be approved by the Board.

Section 10: Data Practices and Procedures

To the extent applicable, all Parties agree to establish data practices that conform to state and federal statutes and rules regulating data, particularly the collection, receipt, maintenance, or dissemination of private data on individuals as defined and regulated by the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13 and or any other applicable state or federal laws, including Minn. Stat. 124D.23, Subd. 5 and Minn. Stat. 245.493, Subd. 3. Parties further agree to establish practices for student data that conform to the federal Family Education Rights and Privacy Act of 1974 (FERPA) as applicable.

Section 11: Indemnification

Each Party shall save and hold harmless all other Parties and its officers, agents, employees, and members from all claims, suits or actions of whatsoever nature resulting from or arising out of any performance or failure to adequately perform services pursuant to this agreement.

Section 12: Withdrawal and Termination

1. **Withdrawal and Termination by Resolution** - Any Party may withdraw from this Agreement by passage of a resolution by its governing board declaring its intent to withdraw on a specific date, which date shall not be less than 90 days from the day that a complete copy of the approved resolution is received by the Chairperson of the Collaborative Board of Directors.
 - a. Upon receipt of the resolution of a withdrawal, the Chairperson of the Board of Directors shall send a copy of said resolution to each Party within 5 working days.
 - b. Where a Party exercises its option to withdraw under the terms of this agreement, no fiscal liability shall accrue for the subsequent quarter unless the resolution declaring its withdrawal is sent later than the first day of the last month in the quarter, in which case fiscal liability will be limited to that accruing within 60 days of the date of notice declaring its withdrawal.
2. **Withdrawal and Termination without Resolution** – Any Party may withdraw from this Agreement without cause upon not less than one hundred eighty (180) days' prior written

notice to the governing board. Where a Party exercises its option to withdraw under the terms of this agreement, no fiscal liability will be assessed after the withdrawal date of the Party. This option for withdrawal and termination without resolution as described in Section 12(2) shall apply only to parties that are not mandated members to establish an Integrated Children's Mental Health and Family Services Collaborative.

3. The withdrawing Party shall not be entitled to a refund of contributions made to the Collaborative Integrated Fund or other fees paid to operate the Collaborative prior to the date of the withdrawal.
4. Notwithstanding Parties' authority to withdraw, this Agreement and the Board of Directors created hereby shall continue in force until all participating Parties mutually agree to terminate this Agreement by Joint resolution of the Parties. After the effective date of termination the Board shall continue to exist for the limited purpose of discharging the Collaborative's debts and liabilities, settling its affairs, and disposing of Integrated Fund assets, if any.

Section 13: Disposal of Surplus Funds and Property

Upon termination of this Agreement, all personal and real property held by or in the name of the Collaborative will be distributed by resolution of the Collaborative Board of Directors in accordance with the law and in a manner to best accomplish the continuing purposes of the Collaborative. As provided by law, any surplus monies will be returned to the members in proportion to contributions of the members after the purpose of the Agreement has been completed.

Section 14: Term of Agreement and Amendments

1. This Agreement shall be effective on November 1, 2020, or upon the date the final required signature is obtained, whichever occurs later, and will remain in effect until all participating Parties mutually agree to terminate this Agreement by Joint resolution of the Parties.
2. A majority of the Board may recommend amendments to this Agreement. Notice of any proposed amendment must be provided in writing to all participating members at least thirty days in advance of the Board meeting prior to the effective date of the proposed amendment.

Section 15: Severability

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

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

Section 16: Mediation of Disputes

In the event of a dispute between parties to this Agreement concerning the subject matter hereof that cannot be resolved by the parties themselves or the Collaborative in a timely manner, the parties shall attempt to resolve the dispute through mediation pursuant to the Minnesota Civil Mediation Act, Minn. Stat. 572.31 et seq.

Section 17: Access to Books and Records

In accordance with Minnesota Statutes, Section 16C.05, Subd. 5, the Parties agree that each Party to this Agreement shall be allowed to examine the books, records, documents, and accounting procedures and practices of each other Party that are relevant to this Agreement for a minimum of six years following termination of this Agreement, or with respect to a Party who has withdrawn from this Agreement pursuant to Section 12, a minimum of six years following the effective date of such withdrawal.

Section 18: Integration of Prior Agreements

This written agreement between the Parties constitutes the entire agreement between the parties, and all prior written agreements and negotiations are merged herein.

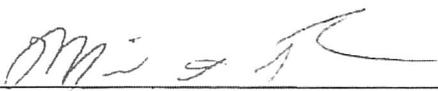
Section 19: Use of Name

Except as specifically permitted in this agreement, neither the Collaborative nor any of the Parties will use the names or trademarks of any other Parties or any of the other Parties' affiliated entities in any news release, advertising, publicity, endorsement, promotion, or commercial communication without the prior written approval of the other affected Parties for the particular use contemplated.

Section 20: Force Majeure

None of the Parties shall be liable or be deemed in default of this agreement for any delay or failure to perform caused by acts of God, war, disasters, strikes, pandemic, or any similar cause beyond the control of the affected Parties.

Signatures of Parties to This Agreement



Designee, Albert Lea Public Schools

School District #241

11.2.2020

Date

Name: Dr. Mike Funk

Title: Superintendent

Signatures of Parties to This Agreement

Ryan C. Mercuris

Designee, Alden-Conger Public Schools

School District #242

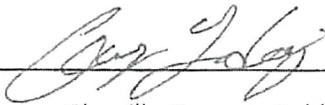
11/30/20

Date

Name: Ryan C. Mercuris

Title: School Board Member

Signatures of Parties to This Agreement



Designee, Glenville-Emmons Public Schools

School District #2886

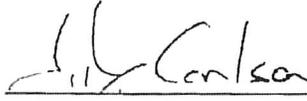
11-19-20

Date

Name: Greg Ladwig

Title: School board member

Signatures of Parties to This Agreement



11-3-20

Designee, City of Albert Lea – Public Safety Representative

Date

Name: Carlson, Jill

Title: Director Public Safety

Signatures of Parties to This Agreement

Patricia K Grebrok

11-5-2020

Designee, City of Albert Lea – Community Partner Representative

Date

Name: Patricia K Grebrok

Title: Childrens Librarian - City of Albert Lea Designee

Signatures of Parties to This Agreement

Susan M. Host

Designee, Freeborn County Public Health

Public Health Entity

11/3/2020

Date

Name: Susan M. Host

Title: Public Health Director/CHS Administrator

Signatures of Parties to This Agreement



11/03/2020

Designee, Freeborn County Probation & Pre-Trial Services
Corrections / Probation Entity

Date

Name: Lyndon Spinson

Title: Director Freeborn Co. Probation Services

Signatures of Parties to This Agreement



Designee, Freeborn County Department of Human Services

11/13/2020

Date

Human Services Entity

Name: Suzanne Nerison

Title: Director - Freeborn County DHS

Signatures of Parties to This Agreement



Designee, SEMCAC

Community Action Agency

11/30/20

Date

Name: Irasema Hernandez
Title: Homeless Services Coordinator

Signatures of Parties to This Agreement

Karen Wolf

Designee, Nexus Gerard Community Mental Health

Mental Health Entity

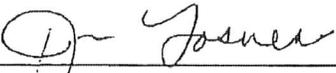
11/17/2020

Date

Name: Karen Wolf

Title: Executive Director

Signatures of Parties to This Agreement

 11/12/20
Designee Families First of Minnesota - Freeborn County Head Start Date

Name: Jon Losness
Title: executive director

Signatures of Parties to This Agreement

DocuSigned by:

E1F05110B5694D4

10/30/2020

Designee, Mayo Clinic Health System—
Southeast Minnesota Region

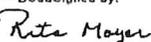
Date

Local Community Partner

Name: Mary J. Williamson

Title: Vice Chair of Administration

Acknowledged and Accepted by:

DocuSigned by:

059DC89FA85C43C...

10/30/2020

Rita Moyer

Operations Manager

Attachment A

Signature of Parent/Consumer Community Member

Kevin Kvenvold

Parent/Consumer Community Member

11/30/20

Date

Name: Kevin Kvenvold

Title: Community Member

Signatures of Parties to This Agreement



Albert Lea Area Schools
School District #241

Date

7-18-23

Printed Name of Signatory: Bruce Olson

Title of Signatory: School Board Director

Name of Designee: Bruce Olson

Designee's Signature: Bruce Olson

Signatures of Parties to This Agreement

Alden-Conger Public Schools
School District #242

9/20/23
Date

Printed Name of Signatory: Chad Schmidt

Title of Signatory: Chad Schmidt

Name of Designee: Chad Schmidt

Designee's Signature: Chad Schmidt

ATTACHMENT A:



Signature of Parent/Consumer Member

12/13/2023
Date

Printed Name: Jessica Gordon



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 02/06/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Sue Yost	DEPARTMENT: Public Health
PRESENTED BY: Sue Yost	ESTIMATED TIME NEEDED: <5 min
SUMMARY OF ISSUE/TOPIC: Freeborn County Public Health has a contract with UCare to provide services for Special Needs Basic Care services to enrollees that are under the age of 65 and disabled and for those 65 and over for care coordination and case management. The 2024 UCare MSHO/MSO+ contracts have been revised to add the quality program shown in Schedule K that Public Health will now be doing for UCare clients. This quality program will run for this calendar year and we will be paid 1% of total MSHO/MSO+ Performance Period Care Coordination capitation dollars for each measure "passed". See Schedule I, Delegate Reimbursement Schedule for more information regarding rates applicable to Care Coordination services. There are some overall layout restructuring in the delegation agreement, Schedule G and Schedule I. The effective date is 1/1/24.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Consider a resolution to approve a contract with UCare .	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input checked="" type="checkbox"/> Y <input type="checkbox"/> N MANDATED : <input type="checkbox"/> Y <input checked="" type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

FREEBORN COUNTY BOARD OF COMMISSIONERS

RESOLUTION 24-XXX

Consider a resolution to approve a contract with UCare.

WHEREAS, Freeborn County Community Health Board will approve the contract agreement with UCare for Freeborn County Public Health to will continue to provide case management, care coordination, and Special Needs Basic Care. We will be adding an additional service called Quality Program.

WHEREAS, Minnesota Statute 145A.04 requires assuring health services by engaging in activities such as assessing the availability of health-related services and health care providers in local communities, identifying gaps and barriers in services;

WHEREAS, Freeborn County Public Health will continue to provide care coordination and case management services to individuals that are disabled and under the age of 65 years and those 65 and over. The Quality Program in Schedule K will be added to the services provided.

NOW, THEREFORE, BE IT RESOLVED that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby approve the contract agreement with UCare to add Quality Program services.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6th day of February 2024, and as appears on the minutes of their record of proceedings.

Ryan Rasmusson
County Administrator
County of Freeborn
State of Minnesota

AMENDMENT
to the
PROVIDER PARTICIPATION AGREEMENT
by and between
UCARE MINNESOTA
and
COUNTY OF FREEBORN

The Provider Participation Agreement between UCare Minnesota (“UCare”), together with its affiliate UCare Health, Inc. (“UCare”), and County of Freeborn, effective January 1, 2023, is hereby amended effective January 1, 2024 as follows:

- I. Exhibit B of the Agreement is amended to remove Case Management/Care Coordination from the list of services provided under the Agreement. See attached Amended Exhibit B – Services Provided Under this Agreement.
- II. Exhibit D3, D4, & D5 of the Agreement are amended to remove Reimbursement Schedules for Case Management/Care Coordination services.
- III. All other terms of the parties’ Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment in the manner appropriate to each as of the date indicated by its signature.

UCare Minnesota
PO Box 52
500 Stinson Blvd NE
Minneapolis, MN 55440-8551

County of Freeborn
411 Broadway Ave. S
P.O. Box 1147
Albert Lea, MN 56007

Marie Zimmerman
Executive Vice President of Public Affairs and
Chief Strategy Officer

prcontractadmin@ucare.org

Signature

Printed Name: _____

Title _____

Email: _____

Date

Date

AMENDED EXHIBIT B
to the
PROVIDER PARTICIPATION AGREEMENT

SERVICES PROVIDED UNDER THIS AGREEMENT

Car Seat Education Services
Professional Services (including Public Health Nursing Services)
Public Health Nurse Home Visits

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**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 02/06/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Rachel Wehner	DEPARTMENT: Environmental Services
PRESENTED BY: Rachel Wehner	ESTIMATED TIME NEEDED: 2 Minutes
SUMMARY OF ISSUE/TOPIC: The Le Sueur River Comprehensive Watershed Management Plan is complete. The grant for \$1.3 million should be executed soon and will be held by Waseca SWCD. In order for Freeborn County to utilize these funds, a sub-agreement is needed. This contract was reviewed by attorney David Walker.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Resolution to approve entering into subagreement with Waseca SWCD.	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input type="checkbox"/> Y <input type="checkbox"/> N MANDATED : <input type="checkbox"/> Y <input checked="" type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

Le Sueur River Watershed Collaboration Fiscal Agent Sub-Agreement

This Sub-agreement is made and entered into between the Waseca Soil and Water Conservation District (Waseca SWCD), and Freeborn County (hereafter “Sub-recipient”), collectively referred to as “Parties” and individually as “Party”.

RECITALS:

WHEREAS, the Parties to this Sub-agreement are Parties to the Joint Powers Agreement (hereafter “JPA”) for implementation of the Le Sueur River Comprehensive Watershed Management Plan; and the Parties that have entered into the JPA are known as the Le Sueur River Watershed Collaboration (hereafter “LSRWC”); and

WHEREAS, pursuant to the LSRWC JPA, Waseca SWCD is designated as Fiscal Agent with the authority and responsibility to enter into grant agreements and sub-agreements with Parties of the LSRWC and professional service providers to carry out grant activities identified in the grant work plans; and

WHEREAS, Waseca SWCD will be awarded grants to fund initiatives and projects for implementation of the Le Sueur River Comprehensive Watershed Management Plan; and Waseca SWCD will enter into grant agreements which incorporate grant work plans that detail grant activities and provide for the allocation of funds awarded under such grant; and

WHEREAS, Sub-recipient is qualified and willing to carry-out and implement the grant activities identified in the grant work plans that are incorporated in the grant agreements that Waseca SWCD has entered into for the implementation of the Le Sueur River Comprehensive Watershed Management Plan.

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree as follows:

1. **Purpose.** The purpose of this Sub-agreement is to clarify roles and responsibilities of the Parties in delivering certain activities that are specified in approved grant work plans of grants awarded to Waseca SWCD for implementation of the Le Sueur River Comprehensive Watershed Management Plan.
2. **Term.** This Sub-agreement is effective upon signature of all Parties; and will remain in effect until terminated according to the provisions of this Sub-agreement.
3. **General Provisions:**
 - a. **Compliance with Laws/Standards.** The Parties agree to abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Sub-agreement. The Parties further agree to comply with the requirements of Minnesota Statutes, section 114D.50 regarding use of Clean Water Funds.

- b. **Compliance with LSRWC JPA.** The Parties agree to abide by the terms contained in the LSRWC JPA. This Sub-agreement shall not supersede anything in the LSRWC JPA or By-laws.
- c. **Liability.** The Parties agree that each is independently responsible for complying with this Sub-agreement and the grant agreement(s). Each Party to this Sub-agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other Party, its officers, employees, or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statutes, chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents, pursuant to this Sub-agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of each Party that this Sub-agreement does not create any liability or exposure of one Party for the acts or omissions of any other Party pursuant to Minnesota Statutes, section 471.59, subdivision 1a, a.
- d. **Indemnity and Hold Harmless:** Sub-recipient shall indemnify and hold harmless Waseca SWCD, its board, employees, agents, and insurer agents against damages, penalties, costs, or expenses incurred, including reasonable attorneys’ and other professional fees, in connection with any alleged violation of any federal, state, or local law or regulation regulating the work performed by Sub-recipient hereunder or any part thereof. Sub-recipient shall, in no event, be liable for loss or damage attributable to Waseca SWCD or its representatives or agents. To the extent applicable, Sub-recipient liability shall be limited by the provisions of Minnesota Statutes chapter 466 or other applicable law. Nothing herein shall be construed to limit either Party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist. Waseca SWCD shall indemnify and hold harmless Sub-recipient, its board, employees, agents, and insurer agent from any damages, penalties, or claims incurred in connection with the processing of receipts or funds, payment of monies or any other duties under this Sub-agreement, or in connection with a grant and/or grant agreement(s) administered by Waseca SWCD.
- e. **Employee Status.** The Parties agree that the respective employees or agents of each Party shall remain the employees or agents of each individual respective Party, and shall not be considered employees of any other Party or of the LSRWC.
- f. **Use of Contractors.** The Parties may individually engage contractors to perform grant work plan projects and/or programs. Each Party shall be responsible for the performance of any contractor for any services contemplated. Any contractor shall be bound by all terms and conditions of this Sub-agreement, the respective grant agreement, and grant work plan.
- g. **Workers Compensation, Prevailing Wage and Municipal Contracting Law.** The Parties agree to assure compliance with Minnesota Statutes, section 176.181, subdivision 2, Minnesota Statutes, sections 177.41 through 177.44, and Minnesota Statutes, section 471.345 relating to employees, contractors and subcontractors:
- h. **Data Practices and Records Retention:** The Parties agree that each respective Party will be responsible for complying with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13), and the Official Records Act (Minnesota Statutes,

section 15.17) for the data collected, created, received, maintained, disseminated, or stored by each respective Party pursuant to the terms of this Sub-agreement. If this Sub-agreement is terminated, all records will be turned over to Waseca SWCD for continued retention.

- i. **Record Audits.** The Parties agree that in accordance with Minnesota Statutes, section 16B.98, subdivision 8, their books, records, documents, and accounting procedures and practices relevant to the grant agreement(s) and grant work plan(s) are subject to examination by the Waseca SWCD, the grantor, and/or the state legislative auditor for the later of the following: a minimum of six years from the end of the grant agreement, receipt and approval of final reports, or the required period of time to satisfy all state retention requirements.
- j. **Publicity and Signage.** The Parties agree that publicity related to work or services performed as part of the grant agreement(s) and grant work plan(s) must identify the grantor as a sponsoring agent. The Parties further agree they will not claim that the grantor endorses its products or services. In addition, the Parties agree they will comply with the requirements for project signage as provided in Minnesota Laws 2010, chapter 361, article 3, section 5(b) for Clean Water Fund Projects. A recipient of funds from the outdoor heritage fund, parks and trails fund, clean water fund, or arts and cultural heritage fund shall display, where practicable, a sign with the logo developed under this section on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from one or more of the funds.
- k. **Intellectual Property Rights.** The Parties agree that all Intellectual Property Rights as defined in the grant agreement(s), which are created and paid for under the same, belong to the grantor.
- l. **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required under this Sub-agreement must be in writing, and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the Party to whom it is directed.
- m. **Minnesota Law Governs.** The laws of the State of Minnesota shall govern this Sub-agreement and the appropriate venue and jurisdiction for any litigation that may arise under this Sub-agreement will be in the courts located in the State of Minnesota.
- n. **No Third Party Beneficiary Rights.** Nothing in this Sub-agreement is intended or may be construed to create third party beneficiary rights or to give any person or entity, other than the Parties to this Sub-agreement, any legal or equitable right, remedy, or claim under this Sub-agreement.
- o. **No Assignment:** No Party to this Sub-agreement shall assign, delegate, or transfer any rights or obligations under this Sub-agreement without prior written consent of the other Party.
- p. **Amendment:** This Sub-agreement cannot be amended, altered, enlarged, supplemented, abridged, modified, or any provision waived except by signature of the amended Sub-agreement by all Parties' governing boards.
- q. **Enforceability, Severability, and Reformation.** If any provision of this Sub-agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Sub-agreement is invalid or unenforceable, but that by limiting such provision it would

become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

- r. **Advancement.** Nothing in this Sub-agreement shall be construed as requiring Waseca SWCD to advance any funds in the event grant funds are insufficient to pay any obligation of the Sub-recipient for any reason. Ineligible billings, programs, or projects under this Sub-agreement and the grant agreement(s) or grant work plan(s) shall remain the obligation of the individual contracting Party. That Party shall retain primary responsibility for its own contracts and compliance with this Sub-agreement.

- 4. **Termination.** This Sub-agreement shall remain in full force and effect until terminated upon the occurrence of one of the following events:
 - a. Upon thirty (30) days' notice by either Party at any time, with or without cause. Upon termination, the Sub-recipient shall only be entitled to payment for services satisfactorily performed through the date of termination and shall not be entitled to any other payments and/or damages; or
 - b. Upon Reassignment, Removal, or Vacated position of Fiscal Agent as identified in the LSRWC JPA.

If the grantor cancels or terminates a grant agreement for any reason, the Parties agree that remaining available grant funds will be paid, determined on a pro rata basis, for services satisfactorily performed under the respective grant work plan; and once all available grant funds have been expended, all outstanding expenses relating to such services shall be the sole responsibility of the individual Party performing or contracting for the performance of said services.

Upon termination, Waseca SWCD shall pay all outstanding LSRWC obligations, which are compliant with this Sub-agreement and the respective grant agreement, from the funds managed by Waseca SWCD pursuant to this Sub-agreement to the extent such funds are available.

- 5. **Compensation:**
 - a. Waseca SWCD will be reimbursed from available grants for time expended performing Fiscal Agent duties. Said reimbursement will occur at a minimum quarterly. Grantor billing rate calculators and itemization of time will be utilized.
 - b. For services satisfactorily completed, Waseca SWCD shall pay the Sub-recipient an amount not to exceed the amount provided in each respective grant work plan.
 - c. Sub-recipient will submit invoices for seeking reimbursement of costs incurred in delivering and carrying out those activities set forth in the respective grant work plan. Sub-recipient may submit invoices quarterly within 30 days after the quarter ends. The invoices must be itemized at the rates consistent with the relevant provisions of the appropriate grant agreement or grant administration manual.
 - d. No payment or reimbursement will be made for work completed outside the dates of the funding source grant agreement.
 - e. All Sub-recipient payments will be reimbursements of costs incurred unless otherwise approved by Waseca SWCD.
 - f. Waseca SWCD will distribute reimbursements on a quarterly basis based on approved invoices by Sub-recipient. There may be delays in payment from waiting for Waseca

SWCD approval or if reimbursement requests overlap distribution of funding source dollars.

- g. Waseca SWCD will distribute payments for project contracts on a monthly basis to contract holder upon successful completion of the contract and Waseca SWCD approval for payment. Waseca SWCD may consider partial payments.
 - h. Waseca SWCD shall not be liable to Sub-recipient for costs incurred that are not paid by the funding source identified in the respective grant work plan. Additionally, Sub-recipient shall repay to Waseca SWCD any moneys received for costs that the Waseca SWCD or grant funding entity determines as disallowed.
 - i. Once all available grant funds have been expended, all outstanding expenses relating to such services shall be the sole responsibility of the individual Party performing or contracting for the performance of said service.
6. **Waseca SWCD Responsibilities.** Waseca SWCD, acting as Fiscal Agent on behalf of the LSRWC for the grant(s), will perform the following responsibilities.
- a. Submit grant application(s), grant work plan(s), and funding request(s) on behalf of the Parties, and serve as point of contact for grant agreement(s).
 - b. Administer the disbursement of public funds in accordance with grant agreement(s) requirements, purpose of the Plan, and state and federal laws; including posting grant information on the Fiscal Agent's website and completing all grant reporting requirements, ex. BWSR's eLINK.
 - c. Establish a separate fund designation for management of contributions and grant monies.
 - d. Maintain all pertinent books, records, documents and accounting procedures and practices required under the grant(s) and by state and federal law.
 - e. Annually provide a full and complete financial report of the grant(s) per Minnesota Statutes, section 471.59, subdivision 3.
 - f. Work collaboratively with the Policy Advisory Committee, Le Sueur Implementation Team, and Plan Coordinator in performance of the duties contained in this Sub-agreement.
 - g. Provide, at a minimum, quarterly accounting of the funds, receipts, and disbursements, to both the Plan Coordinator and Policy Advisory Committee for its meetings. Said accounting will be used by the Plan Coordinator for development of the annual report and proposed biennial work plan(s) and budget(s). The Plan Coordinator will ensure said accounting is disbursed to the Policy Advisory Committee.
 - h. Maintain all records related to the fund or funds and retain them in accordance with the record retention policy requirements of the Minnesota State Auditor.
 - i. Present proposed grant applications (or funding requests) and subsequent grant agreements to the Fiscal Agent's governing board for approval. Said documents shall be vetted through the Le Sueur Implementation Team and Policy Advisory Committee for recommended approval.
 - j. Administer grant(s) as provided in the respective grant agreement and corresponding grant work plan. This includes serving as the point of contact for the grant agreement and budgetary and accounting services, such as management of all operating budget funds, payment for contracted services and relevant bookkeeping and record keeping.
 - k. Apply Waseca SWCD accounting policies and procedures to the grant fund(s). All funds shall be accounted for according to generally accepted accounting principles.

- l. Enter into contracts with landowners, operators, consultants, and/or contractors to install conservation practices or to complete portions of the grant work plan(s) following LSRWC scoring and ranking policies and procedures. Waseca SWCD will pay contract holders upon successful completion of the contract. Waseca SWCD may consider partial payments.
 - m. Submit grantor required reporting according to grantor specified deadlines.
 - n. Seek modification of grant agreement(s) and/or its corresponding grant work plan(s) with the grantor. Modifications shall be vetted through the Le Sueur Implementation Team and the Policy Advisory Committee for recommended approval. A majority vote of the Policy Advisory Committee is necessary.
- 7. **Sub-recipient Responsibilities.** The Sub-recipient completing work on behalf of the LSRWC and seeking grant reimbursement, will perform the following responsibilities.
 - a. Comply with provisions contained within the LSRWC JPA, this Sub-agreement, the respective grant agreement and grant work plan.
 - b. Be responsible for required match as outlined by the respective grant agreement and grant work plan.
 - c. Comply with all policies and procedures set forth by the LSRWC via its Policy Advisory Committee.
 - d. Submit to Waseca SWCD quarterly invoices with all supporting information. Said invoices shall itemize project and/or program costs consistent with the approved grant agreement and grant work plan.
 - e. Maintain a record of all hours staff worked on any project and/or program under the grant work plan and report said hours on a quarterly basis to Waseca SWCD with all supporting information, utilizing a grantor approved time tracking method and billing rate calculator.
 - f. Provide supporting information for project contracts with landowners including completed contract with required signatures, design, map, estimates, construction supervision, as-builts, pollution reduction estimates, voucher, invoices, completed scoring and ranking sheet (if needed), and completed contract amendment (if needed). Supporting information due one week before Waseca SWCD's scheduled Board meeting.
 - g. Be responsible for any future site inspections of projects and notify Waseca SWCD of violations.
 - h. All services and work performed under the grant agreement(s) must meet the grantor's satisfaction. If services or work is found unsatisfactory or performed in violation of the respective grant agreement, grant work plan, or grant administration manual; policies and procedures of the LRWSC; or federal, state or local laws, statutes, ordinances, rules and regulations, the individual Party performing the work or services (or contracting for the same) shall not be reimbursed by Waseca SWCD under this Sub-agreement and shall be solely responsible for repayment of already-reimbursed grant funds relating to said work or services. The Sub-recipient will indemnify and hold Waseca SWCD harmless if such a finding occurs and shall return any grant funds to Waseca SWCD within 60 days of notification by the grantor of such a finding.
- 8. **Counterparts.** This Sub-agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

9. **Notice:** When any notice that is required to be served by this Sub-agreement is served by mail, such notice is deemed received 3 days after mailing. Delivery of a notice or document in accordance with this section is considered equivalent to a delivery method required under applicable law.

For Sub-recipient will be directed to:

Rachel Wehner, Environmental Health Coordinator (or successor)

2020 Pioneer Trl

Albert Lea, MN 56007

Rachel.wehner@co.freeborn.mn.us

For Waseca SWCD

Mark Schaetzke, District Manager (or successor)

3300 North State St

Waseca, MN 56093

marks.swcd@co.waseca.mn.us

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN TESTIMONY WHEREOF the Parties have duly executed this Sub-agreement by their duly authorized officers.

PARTY:

APPROVED:

BY: _____
Board Chair Date

BY: _____
Administrator/Manager Date

IN TESTIMONY WHEREOF the Parties have duly executed this Sub-agreement by their duly authorized officers.

PARTY: Waseca SWCD

APPROVED:

BY: _____
Board Chair Date

BY: _____
Administrator/Manager Date



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 02/06/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Suzi Nerison	DEPARTMENT: Human Services
PRESENTED BY: Suzi Nerison	ESTIMATED TIME NEEDED: 5 minutes
SUMMARY OF ISSUE/TOPIC: Freeborn County Dept of Human Services - Crime Victims Crisis Center has received a donation for \$200 for services provided by the CVCC from the Emmons Lutheran Church - Women of the North American Lutheran Church. Request to accept the donation in the amount of \$200 for deposit into Crime Victims Service Center/Administrative Costs/ Gifts and Donations.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Resolution to accept a donation of \$200 for CVCC.	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT <u>\$200 donation</u> BUDGETED <input type="checkbox"/> Y <input checked="" type="checkbox"/> N MANDATED : <input type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

Freeborn County Board of Commissioners

RESOLUTION 24-XXX

*Resolution to accept a \$200 donation to the Freeborn County CVCC
From Emmons Lutheran Church – Women of the North American Lutheran Church*

WHEREAS, the Freeborn County Department of Human Services - Crime Victims Crisis Center directly serves those who have been victims of crime, domestic violence and sexual assault; and

WHEREAS, the Freeborn County Department of Human Services - Crime Victims Crisis Center plans events and campaigns bringing community awareness to the issues of crime, domestic violence and sexual assault; and

WHEREAS, the Emmons Lutheran Church – Women of the North American Lutheran Church has offered a donation to the Freeborn County Department of Human Services - Crime Victims Crisis Center in the amount of \$200 to be used for services provided by the CVCC; and

BE IT RESOLVED, that the Freeborn County Department of Human Services - Crime Victims Crisis Center accepts the donation in the amount of \$200 from the Emmons Lutheran Church – Women of the North American Lutheran Church to be used for services provided by the CVCC.

* * * * *

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6th day of February, 2024, and as it appears on the Minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn
State of Minnesota



**FREEBORN COUNTY BOARD OF COMMISSIONERS
AGENDA REQUEST**

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: 02/06/2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Discussion <input type="checkbox"/> Request Board direction
SUBMITTED BY: Suzi Nerison	DEPARTMENT: Human Services
PRESENTED BY: Suzi Nerison	ESTIMATED TIME NEEDED: 5 minutes
SUMMARY OF ISSUE/TOPIC: <p>The Freeborn County Mental Center receives funding form the South Central Community-Based Initiative (SCCBI) to provide psychiatry services to individuals in Freeborn County as well as residents from counties comprising the SCCBI.</p> <p>The SCCBI purchases psychiatry services from Freeborn County as reimbursement to Freeborn County in accordance with the psychiatric formula passed by the SCCBI Joint Powers Board.</p> <p>The Freeborn County Mental Health Center also has the capacity to bill insurance for psychiatry services provided at the location at Freeborn County Human Services.</p> <p>Psychiatric services in rural Minnesota are in high demand, and many providers have long wait lists. Dr. Smick has provided highly demanded, quality psychiatric services for Freeborn County.</p>	
OPTIONS/ALTERNATIVES/OTHER COMMENTS:	
RECOMMENDED BOARD ACTION(MOTION/RESOLUTION); Resolution to approve the 2024 Purchase of Service Agreement between Freeborn County Dept of Human Services and Dr. Annette Smick.	
Fiscal Impact: <input checked="" type="checkbox"/> COST AMOUNT <u>\$117,000.00 (not to exceed)</u> BUDGETED <input checked="" type="checkbox"/> Y <input type="checkbox"/> N MANDATED : <input type="checkbox"/> Y <input checked="" type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments: No change from 2023 contract.	

Freeborn County Board of Commissioners

RESOLUTION 24-XXX

Resolution to approve the 2024 Purchase of Service Agreement between the Freeborn County Department of Human Services and Dr. Annette Smick

WHEREAS, psychiatric services in rural Minnesota are becoming increasingly difficult to access; and

WHEREAS, the Freeborn County Department of Human Services is part of the 10-county South Central Community-Based Initiative (SCCBI) to provide services to persons with mental illness; and

WHEREAS, the SCCBI purchases mental health services including psychiatric services from the Freeborn County Mental Health Center for residents of counties comprising the SCCBI; and

WHEREAS, Dr. Annette Smick is able to provide quality psychiatric services for clients of the Freeborn County Mental Health Center, increasing accessibility for local residents; and

WHEREAS, the Freeborn County Mental Health Center and Dr. Annette Smick are credentialed to bill insurance for psychiatric services; therefore

BE IT RESOLVED, that the 2024 Purchase of Service Agreement between the Freeborn County Department of Human Services and Dr. Annette Smick be approved for provision of the psychiatric services to residents of Freeborn County and of counties comprising the SCCBI.

* * * * *

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6th day of February, 2024, and as it appears on the Minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn
State of Minnesota

FREEBORN COUNTY MINNESOTA RESOLUTION # 24-XXX

A RESOLUTION to accept a donation of portable Fire Suppression Tools from the Albert Lea Western Star Lodge #26 Masonic Lodge. They will donate 10 initial units to be outfitted in Sheriff's Office patrol vehicles, with plans to donate additional unites in the future.

WHEREAS, Minnesota State Statute 465.03 allows for counties to accept donations through resolution by the board.

WHEREAS, the Fire Suppression Tools are small, portable, devices designed to be deployed into or near a fire, and when discharged, they will immediately suppress the fire for a length of time, allowing local fire departments more time to respond to the scene before additional damage is done.

WHEREAS, there are many times in which the Sheriff's Office Deputies arrive on a fire scene long before responding fire departments, but have no means of engaging the fire to prevent loss of property or life.

WHEREAS, the Masonic Lodge has donated these devices to county sheriff's offices in Wisconsin who have had successful deployments of the devices, which has saved homeowners in damage cost from house fires.

WHEREAS, the Sheriff's Office will train the deputies on the use of the Fire Suppression Tools (from Fire Suppression Solutions LLC) and will outfit the patrol vehicles with the donated units to be used for the purposes of minimizing the loss of life and property from fires.

BE IT THEREFORE RESOLVED, that Freeborn County, by and through its Board of Commissioners, accepts the current and future donations of portable Fire Suppression Tools from the Albert Lea Western Star Lodge #26, to be used by the Sheriff's Office.

BY THE BOARD

Commissioner Brad Edwin, Chairman

Attest:

County Clerk Erin Hornberger

Adopted this _____ day of _____, 2024

RESOLUTION 24-XXX

ACCEPTING THE RESIGNATION OF IVAN ESTUPINAN

WHEREAS, the Freeborn County Department of Human Services has the responsibility for providing a quality service with integrity and accountability to the citizens of Freeborn County;

WHEREAS, the Freeborn County Board is the appointing authority for all county employees;

WHEREAS; Ivan Estupinan has been employed with Freeborn County since April 5th, 2021 and is resigning his position effective February 16th, 2024,

NOW, THEREFORE BE IT RESOLVED, to accept the resignation of Ivan Estupinan as a Freeborn County Child Support Officer effective on or about February 16th, 2024.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6th of February, 2024, and as it appears on the Minutes of their record of proceedings.

County Administrator/Clerk
County of Freeborn
State of Minnesota

RESOLUTION 24-XXX

PERMISSION TO FILL THE FREEBORN COUNTY CHILD SUPPORT OFFICER POSITION

WHEREAS, the Freeborn County employees have the responsibility for providing quality service with integrity and accountability to the citizens of Freeborn County;

WHEREAS, the Freeborn County Board is the appointing authority for all county employees, and;

WHEREAS, Ivan Estupinan, Freeborn County Child Support Officer has resigned his position effective February 16th, 2024;

NOW, THEREFORE BE IT RESOLVED, that the board approves the filling of the vacant Freeborn County Child Support Officer position.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6th of February, 2024, and as it appears on the Minutes of their record of proceedings.

County Administrator/Clerk
County of Freeborn
State of Minnesota



FREEBORN COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> INFORMATIONAL ONLY DATE OF MEETING: February 6, 2024	ACTION REQUESTED: <input type="checkbox"/> Motion <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Request Board direction
SUBMITTED BY: Ryan Rasmusson	DEPARTMENT: Administration
PRESENTED BY: Ryan Rasmusson	ESTIMATED TIME NEEDED: 5 minutes
SUMMARY OF ISSUE/TOPIC: Commissioner Edwin, Commissioner Kaasa, HR Manager Erin Hornberger, and myself interviewed Candice (Candy) Lahann for the County Assessor Position. The County Assessor position is a county board appointed position. We recommend the appointment of Candy Lahann, effective February 12, 2024. Candy will be compensated at Grade 20 Step 6, \$105,705.60. The appointment will fulfill the statutory 4-year term that extends through December 31, 2024. Candy will be eligible for reappointment for the 4-year term beginning January 1, 2025.	
OPTIONS/ALTERNATIVES/OTHER COMMENTS: None	
RECOMMENDED BOARD ACTION (MOTION/RESOLUTION): Approve resolution appointing Candice Lahann as County Assessor, effective February 12, 2024.	
Fiscal Impact: <input type="checkbox"/> COST AMOUNT _____ BUDGETED <input type="checkbox"/> Y <input type="checkbox"/> N MANDATED: <input type="checkbox"/> Y <input type="checkbox"/> N BY WHAT AGENCY: _____	
Other comments:	

**RESOLUTION 24-XXX
APPOINTMENT OF CANDICE LAHANN AS COUNTY ASSESSOR**

WHEREAS, MN Statutes 273.061 Subd. 1 requires every Minnesota County to appoint a County Assessor; and

WHEREAS, the appointments of every County Assessor shall be for a four-year term beginning on January 1 of each fourth year after 1973; and

WHEREAS, the Freeborn County position is currently vacant; and

WHEREAS, the current statutory term runs through December 31, 2024, and the new appointee will be eligible for reappointment for the 4-year term beginning January 1, 2025;

WHEREAS, Candice Lahann has the knowledge and training in the field of property taxation, and has the senior accreditation from the state Board of Assessors;

NOW, THEREFORE BE IT RESOLVED, that the Freeborn County Board of Commissioners does hereby appoint Candice Lahann as the Freeborn County Assessor, effective February 12, 2024, compensated at Grade 20, Step 6 of the Freeborn County wage scale.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Freeborn County Board of Commissioners at their session on the 6th day of February, 2024, and as appears in the minutes of their record of proceedings.

Ryan Rasmusson
Administrator
County of Freeborn
State of Minnesota