

ADJOURNED MEETING OF THE COUNTY BOARD
July 18th, 2023

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Tuesday, July 18th, 2023. Members present: Commissioners Forman, Edwin, Kaasa, Shoff and Eckstrom.

The meeting was opened with the Pledge of Allegiance.

Commissioner Shoff offered the following motion;

MOVED, approving the agenda as presented with two additions; the addition of Report of Probation to enter into a cooperative agreement with the State for Veterans Court Services; and Loren Dauer, Office of Congressman Brad Finstad and Dave Vanderploeg & James Fett from Turtle Creek Watershed District are being moved to New Business on the Agenda.

Motion seconded by Commissioner Edwin.

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

Commissioner Edwin offered the following resolution;

RESOLUTION No. 23-212
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 July 11th, 2023 minutes;
- 2) Approval of Drainage Repairs.

Resolution seconded by Commissioner Shoff.

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

The Commissioners provided Board Committee updates.

Dave Vanderploeg (Vice Chair) and James Fett (Administrator) presented the Turtle Creek Watershed District Annual Report to the Commissioners and answered any questions the Commissioners had.

Loren Dauer, Office of Congressman Brad Finstad presented to the Commissioners on legislative updates, his experience and asked the Commissioners if they had any questions.

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

Commissioner Eckstrom offered the following resolution;

RESOLUTION 23-213
Resolution to accept a \$748 donation to the Freeborn County CVCC
From Emmons 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 has offered a donation to the Freeborn County Department of Human Services - Crime Victims Crisis Center in the amount of \$748 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 \$748 from the Emmons Lutheran Church to be used for services provided by the CVCC.

Resolution seconded by Commissioner Kaasa.

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

Commissioner Kaasa offered the following resolution;

RESOLUTION 23-214

Resolution to Approve Regional Administrative Agency Cooperative Agreement for Fraud Prevention Investigation Program

WHEREAS, the State of Minnesota Department of Human Services, pursuant to Minnesota Statutes, sections 256.01, 256.983 and 119B.02, subd. 5 is empowered to enter into contracts with counties for maintaining, establishing and funding cost-effective Fraud Prevention Investigation (FPI programs); and

WHEREAS, the State of Minnesota Department of Human Services is permitted to share information with a Regional Administrative Agency in accordance with Minnesota Statute, section 13.46, and has strongly encouraged implementation of FPI programs using a multi-county approach; and

WHEREAS, the Freeborn County Department of Human Services along with the other collaborative human service agencies have mutually benefitted from joining to implement a regional and cost-effective FPI program; and

WHEREAS, the Freeborn County Department of Human Services strives for program integrity; therefore

BE IT RESOLVED, that the Regional Administrative Agency Cooperative Agreement – Fraud Prevention Investigation Program be approved implementation for SFY 24-25.

Resolution seconded by Commissioner Eckstrom.

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

Commissioner Kaasa offered the following resolution:

RESOLUTION 23-215

Resolution to Accept a Grant Contract Agreement Amendment with Minnesota Department of Health for Public Health Emergency Preparedness

WHEREAS, Freeborn County Community Health Board will contract with Minnesota Department of Health for Public Health Emergency Preparedness in order to continue to work toward Public Health Emergency Preparedness;

WHEREAS, Minnesota Statute 145A.04 allows for preparing and responding to emergencies by engaging in activities that prepare public health departments to respond to events and incidents and assist communities in recovery, such as providing leadership for public health preparedness activities with a community; developing, exercising, and periodically reviewing response plans for public health threats; and developing and maintaining a system of public health workforce readiness, deployment, and response;

WHEREAS, the grant contract amendment is for the Public Health Emergency Preparedness from Minnesota Department of Health (MDH). The grant project agreement amendment is effective from July 1, 2023 to June 30, 2024. This is year 5 of a 5-year agreement. The award amount is for \$34,346. This is a grant that we have received for many years to work on emergency preparedness activities in Public Health, and with partners in the community and region;

NOW, THEREFORE, BE IT RESOLVED that the Freeborn County Board of Commissioners/Freeborn County Community Health Board does hereby approve the contract grant agreement amendment with Minnesota Department of Health for Public Health Emergency Preparedness.

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:

RESOLUTION 23-216

RESOLUTION APPROVING FUNDING FOR VIDEO UPGRADES TO COURTROOMS 2 AND 3

BE IT RESOLVED that the Freeborn County Board of Commissioners do hereby approve funding up to \$110,000 for video upgrades to Courtrooms 2 and 3, to be completed in 2023.

Resolution was seconded by Commissioner Eckstrom.

After a short discussion, Commissioner Edwin offered the following motion:

MOVED, to table Resolution 23-216 until the next meeting, August 1st, 2023, regarding video updates to Courtrooms 2 and 3, until there is more time to coordinate with other Departments regarding what will all go into it.

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

Commissioner Edwin offered the following resolution:

RESOLUTION No. 23-217

FREEBORN COUNTY VETERANS TREATMENT COURT

Third Judicial District Court and Freeborn County COOPERATIVE AGREEMENT

This Agreement, by and between Freeborn County (herein "COUNTY") and the State of Minnesota acting through its agent Third Judicial District Administrator's Office (herein "COURT") is entered into for the period of July 1, 2023, through June 30, 2024.

WHEREAS, the COUNTY has established a Treatment Court program that is designed to intervene in the chemically dependent lifestyles of drug and alcohol offenders and to improve public safety, and;

WHEREAS, the COURT and COUNTY desire to establish cooperative procedures for the implementation and effective operation of the Treatment Court program, and;

WHEREAS, the COURT wishes to enter such an Agreement with COUNTY to purchase services and supplies as more fully described in paragraph I.C. from COUNTY coextensive with the availability of County, State and Federal Funds for such purchase, and

NOW THEREFORE, the parties agree as follows:

I. DEFINITIONS

- A. "This Agreement" means this Cooperative Agreement.
- B. "Treatment Court" means the Freeborn County Veterans Treatment Court.
- C. "Services and Supplies" means services and supplies ordered to enhance the rehabilitation of the Treatment Court participants as allowed in Minnesota Judicial Branch Policy and Procedures Policy Number 511.2(a) and as further defined in Appendix A, Appropriated Monies. These services and supplies are defined as follows:
 - 1. Expenses for Non-Branch Employees: Expenses of non-branch employee team members such as phone reimbursement, supplies, mileage, meals, etc.
 - 2. Travel and Training Expense: Travel and training for treatment court team members, both in state and out of state, provided that the team member is listed on the treatment court roster.
 - 3. Contracted Services: Contracts for non-branch employee team members who are attending staffing and court proceedings; not providing treatment services.
 - 4. Supplies: Treatment Court supplies to include office supplies, office equipment, and administration costs. Supplies for treatment court participants to include workbooks, brochures, pamphlets, diaries, journals, meditation books, and sobriety medallions.
 - 5. Drug Testing Kits and Services: Supplies for drug testing kits and laboratory fees for participants of the treatment court. Expenses must be paid directly to vendors and not to treatment court participants.
 - 6. Bus and Taxi Fare: Bus and Taxi Fare to attend court related activities. Vendors that provide transportation service can be used in areas when bus or taxi service is not available provided the vendor adheres to the insurance requirements of the county. Expenses must be paid directly to vendors and not to the treatment court participants.

II. TERMS OF THE AGREEMENT

- A. Agreement Period. The Agreement period is from July 1, 2023, through June 30, 2024, unless otherwise terminated by law or a provision of this Agreement. Upon full execution of this agreement, the effective date shall be July 1, 2023.
- B. Payment. The COURT shall reimburse COUNTY for the cost of services and supplies directly related to the Treatment Court program.
- C. Payment Rate. The Court shall compensate Freeborn County for costs COUNTY incurred for services and supplies on behalf of Treatment Court participants during each calendar quarter subject to the following limitations. The cost of the services and supplies provided to Treatment Court participants shall not exceed One Hundred Seventy-Five Thousand Dollars and 00/100 (\$175,000.00) in the period from July 1, 2023, through June 30, 2024.
- D. Billing Procedure. County shall submit the Treatment Court Financial Status Report which will act as an invoice to the Court on a quarterly basis for services and supplies rendered pursuant to this Agreement.
- E. **County and Treatment Court Responsibilities:**
 - 1. **County is responsible to:**
 - a. Provide qualified contractors to be Treatment Court team members including a Mental Health Consultant and

- facilitators for educational groups to provide services to Treatment Court participants with co-occurring disorders and monitor the provision of the services to participants.
- b. Authorize and approve employee expenses for mileage, meals, parking away from the primary work site.
 - c. Provide supplies and office equipment; drug testing kits and services; and bus and taxi fare for Treatment Court participants as needed per section 2.e. below.
 - d. Treatment Courts receiving Minnesota Judicial Branch funding in Fiscal Year 2024 must comply with the following conditions:
 - Report quarterly statistics using the TreatmentCourt Tracking Sheet (where applicable)
 - Report treatment court data upon implementation of the Tyler Supervision Module
 - Provide documentation of 30% local match (cash or in-kind) as requested
 - Provide annual caseload information as requested;
 - Participate in the Minnesota Treatment Court Peer Review program if requested. (Additional information will be provided prior to participation)
 - Engage state and local partners in discussions about developing a sustainable treatment court including the exploration of federal, state, and local funding streams to support ongoing treatment court operations
 - Must follow all Minnesota Judicial Branch Treatment Court Financial Policies.

2. Both County and The Court are responsible to:

- a. Identify, provide training and monitor safety issues, practices and policies to assure the safety of employees, clients and the public.
- b. Jointly establish training requirements and seek/select and approve appropriate training to meet the required training needs.
- c. Arrive at financial agreements that allow the Court and County to operate within fiscally sound principles that meet the payment and receipt procedures.
- d. Agree on what information systems will be utilized, what data must be acquired, entered and maintained, and who has access rights to the resulting information.
- e. Create the Treatment Court program design, program delivery methods, participant eligibility criteria, graduation criteria, termination criteria, caseload caps, office equipment, and alcohol and drug testing protocols.

F. TERMINATION

1. With or Without Cause. This Agreement may be terminated prior to the last day of the Agreement period by either party, with or without cause, by giving thirty (30) calendar days written notice to the other party. This Agreement shall be terminated on the date of termination specified in the written notice or

thirty (30) calendar days after the written notice is received by the receiving party, whichever is later.

2. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from county, state, or federal sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement, and the non-appropriation of funds did not result from any act of bad faith on the part of the Court.

G. ADMINISTRATION

1. Administration of the contract terms will be monitored for County by Lyndon Stinson, Freeborn County Probation Services Director and Veteran's Drug Court Team Member, 411 South Broadway, Albert Lea MN 56007 and all inquiries shall be directed to his attention.
2. Administration of the contract terms will be monitored for the Court by Shelley Ellefson, Third Judicial District Administrator, 1696 Greenview Dr. SW, Rochester MN 55902, and all inquiries shall be directed to her attention.

H. LIABLE FOR OWNACTS.

County and the Court agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Court liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the acts or omissions of County or its employees. County shall require that contractors selected by it shall be insured in amounts consistent with the limits of liability under Minnesota Statutes, Section 3.736 and Chapter 466, in the event of malpractice or injury to the treatment court participants served by the contractor. Each Party warrants that it has an insurance or self-insurance program that has minimum coverage consistent with the liability limits required of it.

I. COMPLIANCE WITH LAWS/STANDARDS.

Each Party to this Agreement shall abide by all Federal State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Cooperative Agreement or to the facilities, programs and staff for which the Party is responsible.

J. STATE AUDIT.

The books, records, documents, and accounting procedures and practices of County and its employees or representatives, relevant to this Cooperative Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this agreement.

K. DATA PRIVACY.

It is expressly agreed that County and its employees are independently required to comply with the requirements of the Minnesota Government Data Practices Act. The Court and its employees are bound by the Minnesota Rules of Public Access to Records of the Judicial Branch. Both parties agree that neither shall be liable for any violation of any provision of the Data Practices Act or the Rules of Public Access to Records of the Judicial Branch indirectly or directly arising out of, resulting from, or in any manner attributable to the actions of the other party. County shall require that its contractors comply with the requirements of the Minnesota Government Data Practices Act and the Minnesota Rules of Public Access to Records of the Judicial Branch with respect to data on Treatment Court participants.

L. INDEPENDENT CONTRACTOR.

Any and all claims that arise or may arise against a Party to this Agreement, including its officials, employees or agents as a consequence of any act or omission on the part of that Party or its officials, employees or agents, while engaged in the performance of this Agreement, shall in no way be the obligation or responsibility of the other Party.

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 No. 23-218
Approval of Claims

RESOLVED, that the following claims be allowed and paid on or before July 21st, 2023.

<u>FUND</u>	<u>NAME</u>	<u>AMOUNT</u>
01	General Fund	\$ 658,144.21
03	County Road & Bridge	\$ 984,381.63
05	Human Services	\$ 170,625.54
06	Public Health	\$ 64,731.37
31	Capitol Improvements	\$ 149,121.39
40	County Ditch	\$ 30,403.36
70	Trust & Agency	\$ 510.00
73	Payroll Clearing Fund	\$ 3,124.45
79	Social Services Collab	\$ 51.12
80	Tax Collection Fund	\$ 225,853.20
	FUND TOTALS	\$ 2,286,946.27

Number of Claims not exceeding \$300 – 33

Dollar amount of claims not exceeding \$300 – \$3,679.98

Resolution seconded by Commissioner Edwin.

After discussion, a vote was taken and Commissioners Shoff, Kaasa, Eckstrom, Forman voting yay and Commissioner Edwin voting yay, abstaining to the claim for the Credit Bureau of Albert Lea.

Chair, Commissioner Forman adjourned the meeting at 9:11 a.m. until 8:30 a.m. on Tuesday, August 1st, 2023.

By: _____
John Forman
Chair

Attest: _____
Erin Hornberger
County Clerk