

**ADJOURNED MEETING OF THE COUNTY BOARD**  
**October 18, 2022**

The Board of Commissioners of Freeborn County met in the Freeborn County Boardroom at 8:30 a.m. on Tuesday, October 18, 2022. Members present: Commissioners Shoff, Belshan, Edwin, Forman and Herman

The meeting was opened with the Pledge of Allegiance.

Commissioner Herman offered the following motion;

**MOVED**, approving the agenda with the addition of accepting the resignations of Sara Engelby and Mary Jirak filling the vacant positions and an item under Report of Administrator regarding County Administrator finalists.

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. 22-309**  
**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 October 4, 2022 minutes;
- 2) Approval of Drainage Repairs: CD J27, CD8.

Resolution seconded by Commissioner Belshan.

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

The Commissioners provided Board Committee updates.

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

Commissioner Herman offered the following resolution;

**RESOLUTION No. 22-310**  
**Accepting Grant Agreement with MN DOT for the 2022-2023 TZD Enforcement Grant Program**

**RESOLVED**, accepting a grant agreement with the Minnesota Department of Transportation for the 2022-2023, Toward Zero Death Enforcement Grant Program, in the amount of \$27,000.

**WHEREAS**, the Freeborn County Sheriff's Office participates in the MN Toward Zero Death program each year

**WHEREAS**, the TZD program is intended to reduce traffic fatalities through increased enforcement of distracted and impaired driving

**BE IT THEREFORE RESOLVED**, that Freeborn County, by and through its Board of Commissioners, ratifies and accepts the \$27,000 grant agreement with the Minnesota Department of Transportation for the 2022-

2023 toward Zero Death Enforcement Grant Program and authorizes Albert Lea Police Department Lt Jeff Strom to act on behalf of Freeborn County as the fiscal agent and administrator of the grant.

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

Commissioner Herman offered the following resolution;

**RESOLUTION No. 22-311**  
**Accepting the Resignation of Jordan Juenger**

**WHEREAS**, the Freeborn County Assessor's Office 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**; Jordan Juenger has been employed as a Transport Deputy since April 11<sup>th</sup>, 2016 and is resigning his position effective October 26<sup>th</sup>, 2022,

**NOW, THEREFORE BE IT RESOLVED**, to accept the resignation of Jordan Juenger as a Freeborn County Transport Deputy effective on or about October 26<sup>th</sup>, 2022.

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

Commissioner Edwin offered the following resolution:

**RESOLUTION No. 22-312**  
**Permission to Fill the Transport Deputy 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**, Jordan Juenger, Freeborn County Transport Deputy has resigned his position effective October 26<sup>th</sup>, 2022;

**NOW, THEREFORE BE IT RESOLVED**, that the board approves the filling of the vacant Freeborn County Transport Deputy position.

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

Commissioner Belshan offered the following resolution:

**RESOLUTION No. 22-313**  
**Accepting the Resignation of Mary Jirak**

**WHEREAS**, the Freeborn County Public Health 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**; Mary Jirak has been employed as a since March 31<sup>st</sup>, 2014 and is resigning her position effective November 11<sup>th</sup>, 2022,

**NOW, THEREFORE BE IT RESOLVED**, to accept the resignation of Mary Jirak as a Freeborn County Social Worker CMH effective on or about November 11<sup>th</sup>, 2022.

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

Commissioner Herman offered the following resolution:

**RESOLUTION No. 22-314**  
**Permission to Fill the Social Worker CMH 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**, Mary Jirak, Freeborn County Social Worker CMH has resigned her position effective November 11<sup>th</sup>, 2022;

**NOW, THEREFORE BE IT RESOLVED**, that the board approves the filling of the vacant Freeborn County Social Worker CMH position.

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

Commissioner Edwin offered the following resolution:

**RESOLUTION No. 22-315**  
**Accepting the Resignation of Sara Engelby**

**WHEREAS**, the Freeborn County Public Health 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**; Sara Engelby has been employed as a Long Term Care RN since April 1<sup>st</sup>, 2019 and is resigning her position effective October 31<sup>st</sup>, 2022,

**NOW, THEREFORE BE IT RESOLVED**, to accept the resignation of Sara Engelby as a Freeborn County Long Term Care RN effective on or about October 31<sup>st</sup>, 2022.

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

Commissioner Belshan offered the following resolution:

**RESOLUTION No. 22-316**  
**To Fill the Long Term Care RN 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**, Sara Engelby, Freeborn County Long Term Care RN has resigned her position effective October 31<sup>st</sup>, 2022;

**NOW, THEREFORE BE IT RESOLVED**, that the board approves the filling of the vacant Freeborn County Long Term Care RN position.

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

Commissioner Edwin offered the following resolution:

**RESOLUTION No. 22-317**  
**Revising the COVID-19 Program for Employees Policy**

**PURPOSE:**

The County Board in conjunction with Administration believes in the importance of a healthy workplace and wellness and wants to work together with employees to ensure essential functions are operational, services can be provided, and employees are supported. In order to assist employees with health concerns and issues related to the current public health environment, this revised COVID-19 Policy will be in place effective October 18, 2022 per resolution.

We recognize that the evolving nature of the pandemic will likely create the need for this Policy to be amended, updated, and replaced. This policy is numbered in order to identify the most current policy. It is expected that, in the event this Policy is amended, updated, or replaced, a new policy number will be issued and the prior policy will be automatically withdrawn.

**Schedule Changes and Working Remotely From Home**

Division Heads will make arrangements to ensure critical/essential functions will continue, and will also follow Pandemic Preparedness Plan, Business Operations Plans, and directives of the Emergency Management Director, Administrator, and elected body.

Telecommuting and working from home is not appropriate for all positions, and no employee is guaranteed the opportunity to work from home. Based on business need, staff will be given assignments and may be required to have Virtual Private Network (VPN) access in order to work from home or another remote location when assigned by their supervisor. This may include staff who are subject to quarantine. Staff may be reassigned to perform other duties remotely as needed.

Schedules, approved leave, and other situations may require changes or adjustments based on essential business needs.

Any work done remotely must meet business needs, follow the Freeborn County Telecommuting Policy and all other Freeborn County and department policies, and be approved in advance by the Supervisor, Department, and Director of Personnel or designee.

**Employee Displaying Contagious Symptoms**

Any employee who is sick should stay home. Managers will follow the Freeborn County COVID-19 Action/Response Plan (Appendix A) attached. All employees that cannot be in the workplace due to a positive COVID-19 test must utilize PTO or sick time for all required quarantine time.

A supervisor may not ask employees about medical diagnoses, but employees may choose to voluntarily share this information. If an employee is displaying symptoms of contagious disease, supervisors should speak privately with the employee.

A supervisor may require an employee to leave the workplace, as a safety consideration for the health of other employees and the public, if the employee displays symptoms of a contagious illness. Such decision shall be part of a consistent plan that treats all employees with such symptoms similarly. Supervisors should consult with the Director of Personnel or designee before sending employees home for these reasons and must notify the Director of Personnel or designee immediately if any employee is sent home because of displaying contagious symptoms. An employee who is sent home for these reasons must utilize PTO or sick time for the remainder of that day and any additional time that they are required to remain out of the office for quarantine or recovery.

**Notifying Other Employees of a Confirmed Case of COVID-19**

As recommended by the CDC, if an employee is confirmed to have COVID-19, Freeborn County will inform fellow employees of their possible exposure to COVID-19 in the workplace, but protect privacy as required by state and federal law. Freeborn County will not identify by name an individual who has contracted the disease. Employees exposed to a co-worker with confirmed COVID-19 should refer to the Freeborn County COVID-19

Action/Response Plan (Appendix A) for how to conduct a risk assessment of their potential exposure. Freeborn County will work closely with medical health providers and rely on guidance from federal and local authorities about transmission risk and containment.

### **Workers' Compensation**

COVID-19 will be treated the same as other illness or injury. If an employee contracts COVID-19 from exposure at work, the supervisor must be notified and a First Report of Injury will be filed and submitted. The insurer will review the information to make a compensability determination.

### **Vaccination Effects**

The allowance of paid time off for the effects of a COVID-19 vaccination as described in the Freeborn County COVID-19 Vaccination or Test and Mask Policy dated November 15, 2021 is hereby terminated.

Resolution was seconded by Commissioner Herman.

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

Commissioner Belshan offered the following resolution:

### **RESOLUTION No. 22-318 Approving County Attorney Associate and Senior Descriptions and Grades**

**RESOLVED**, approving the job descriptions as prepared by DDA Human Resources, Inc. and implementing the following Grades:

Associate County Attorney (0-5 yrs experience):      Grade 19  
Assistant County Attorney (5-10 yrs experience):      Grade 20  
Assistant County Attorney Senior (10+ yrs experience): Grade 21

Resolution was seconded by Commissioner Herman.

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

Commissioner Forman offered the following resolution:

### **RESOLUTION No. 22-319 Approving 2023 Ditch Assessments**

Whereas, under the provisions of Subdivision 1, Section 103E.735, M.S.A., it is within the authority of this Board to provide funds for contemplated repairs to various drainage systems in the County within the limits of said law; and

Whereas, such funds are available in the accounts of several of said systems, and it is necessary to provide such funds in other active ditches to cover the cost of current repairs and to avoid a deficit condition in the funds of those ditches,

Now therefore, it is hereby ordered that the amounts deemed necessary to provide such repair funds be assessed upon all lands assessed and benefited according to law; that such assessments be payable in equal annual installments, the first of which shall be payable on or before the 15<sup>th</sup> day of May, 2023, with and as part of the real estate taxes for each year.

It is further ordered that the County Auditor-Treasurer of Freeborn County and is hereby ordered to make such assessments, and in the instances where the assessments are payable in more than one installment, to file in the Office of the County Recorder of Freeborn County, a summary statement and lien of such assessments against all lands benefited in the original proceedings for construction of said drainage systems in the same proportionate amounts as required by law.

It is further ordered that the amounts of the assessments, as herein ordered, shall be set forth hereafter opposite the name and number of each individual ditch system.

County Ditch No.	4	\$	5,000.00	Payable in one installment
County Ditch No.	5	\$	25,000.00	Payable in one installment
County Ditch No.	8	\$	60,000.00	Payable in one installment

County Ditch No.	11	\$	30,000.00	Payable in one installment
County Ditch No.	15	\$	10,000.00	Payable in one installment
County Ditch No.	16	\$	50,000.00	Payable in one installment
County Ditch No.	17	\$	30,000.00	Payable in one installment
County Ditch No.	23	\$	50,000.00	Payable in one installment
County Ditch No.	28	\$	30,000.00	Payable in one installment
County Ditch No.	30	\$	20,000.00	Payable in one installment
County Ditch No.	31	\$	15,000.00	Payable in one installment
County Ditch No.	32	\$	25,000.00	Payable in one installment
County Ditch No.	34	\$	20,000.00	Payable in one installment
County Ditch No.	35	\$	5,000.00	Payable in one installment
County Ditch No.	36	\$	30,000.00	Payable in one installment
County Ditch No.	39	\$	5,000.00	Payable in one installment
County Ditch No.	40	\$	20,000.00	Payable in one installment
County Ditch No.	43	\$	15,000.00	Payable in one installment
County Ditch No.	46	\$	40,000.00	Payable in one installment
County Ditch No.	49	\$	10,000.00	Payable in one installment
County Ditch No.	53	\$	5,000.00	Payable in one installment
County Ditch No.	54	\$	20,000.00	Payable in one installment
County Ditch No.	55	\$	60,000.00	Payable in one installment
County Ditch No.	62	\$	50,000.00	Payable in one installment
County Ditch No.	63	\$	50,000.00	Payable in one installment
County Ditch No.	64	\$	15,000.00	Payable in one installment
County Ditch No.	65	\$	40,000.00	Payable in one installment
County Ditch No.	68	\$	25,000.00	Payable in one installment
County Ditch No.	71	\$	100,000.00	Payable in one installment
County Ditch No.	75	\$	20,000.00	Payable in one installment
County Ditch No.	76	\$	10,000.00	Payable in one installment
County Ditch No.	77	\$	60,000.00	Payable in one installment
County Ditch No.	79	\$	40,000.00	Payable in one installment
County Ditch No.	80	\$	25,000.00	Payable in one installment
County Ditch No.	81	\$	2,500.00	Payable in one installment
County Ditch No.	82	\$	20,000.00	Payable in one installment
Joint Ditch No.	2 F & S	\$	10,000.00	Payable in one installment
Judicial Ditch No.	5	\$	20,000.00	Payable in one installment
Judicial Ditch No.	5 M & F	\$	10,000.00	Payable in one installment
Judicial Ditch No.	6	\$	30,000.00	Payable in one installment
Joint Ditch No.	6 F & W	\$	5,000.00	Payable in one installment
Judicial Ditch No.	8 F & W	\$	20,000.00	Payable in one installment
Judicial Ditch No.	9	\$	75,000.00	Payable in one installment
Judicial Ditch No.	12	\$	25,000.00	Payable in one installment
Judicial Ditch No.	12 S & F	\$	1,000.00	Payable in one installment
Judicial Ditch No.	14 F & F	\$	15,000.00	Payable in one installment
Judicial Ditch No.	17 F & M	\$	5,000.00	Payable in one installment
Judicial Ditch No.	18	\$	15,000.00	Payable in one installment
Judicial Ditch No.	19	\$	1,000.00	Payable in one installment
Judicial Ditch No.	20	\$	25,000.00	Payable in one installment
Judicial Ditch No.	21	\$	15,000.00	Payable in one installment
Judicial Ditch No.	22	\$	20,000.00	Payable in one installment
Judicial Ditch No.	23 F & S	\$	1,000.00	Payable in one installment
Judicial Ditch No.	25	\$	50,000.00	Payable in one installment
Judicial Ditch No.	26 F & F	\$	20,000.00	Payable in one installment
Judicial Ditch No.	26 M & F	\$	2,500.00	Payable in one installment
Judicial Ditch No.	27	\$	5,000.00	Payable in one installment
Judicial Ditch No.	28	\$	5,000.00	Payable in one installment
Judicial Ditch No.	29	\$	500.00	Payable in one installment
Judicial Ditch No.	30	\$	5,000.00	Payable in one installment
Judicial Ditch No.	301 F & F	\$	5,000.00	Payable in one installment
		\$	1,423,500.00	TOTAL REPAIRS PAYABLE

Resolution was seconded by Commissioner Herman.

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

Commissioner Forman offered the following resolution:

**RESOLUTION No. 22-320**  
**Approving 2023 Solid Waste Fees**

**WHEREAS**, the Freeborn County Environmental Services Department is charged with the responsibility of implementing a variety of solid waste programs to maintain a healthy environment, and

**WHEREAS**, that for the past 27 years Freeborn County's solid waste programs have included a successful county wide recycling program, waste electronic collection program and the collection of Household Hazardous Waste, and

**WHEREAS**, the total cost of the services contract to providing recycling services has increased substantially over the past years and Freeborn County is now required to house certain materials for disposal, and

**WHEREAS** the proposed rate for 2023 will allow for the continuation of the Freeborn County Solid waste program:

**NOW THEREFORE BE IT RESOLVED**, that Freeborn County sets the annual household solid waste fee at \$64.00 for the resident of the City of Albert Lea and \$55.04 for rural county residents and \$46.08 per 4 units or less and \$6.40 per 4 units or more beginning on January 1, 2023.

Resolution was seconded by Commissioner Herman.

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

Commissioner Herman offered the following resolution:

**RESOLUTION No. 22-321**  
**New I-90 Interchange at CSAH 20 Funding Application**

**WHEREAS** the Freeborn County Highway Department has the responsibility of maintaining the county road system; and

**WHEREAS** the Minnesota Corridors of Commerce grant program was established by the Minnesota Legislature in 2013 and provides targeted funding for the purposes of fostering economic growth; and

**WHEREAS** Freeborn County and the City of Albert Lea have a shared interest in expanding access to the interstate system and believe the proposed interchange will open development opportunities and have other benefits; and

**WHEREAS** preliminary design, right of way acquisition, environmental documentation are eligible expenses of the Corridors of Commerce Grant Program as well as the costs of actual construction; and

**NOW, THEREFORE, BE IT RESOLVED** the Freeborn County Board of Commissioners directs the County Engineer to prepare a Corridors of Commerce application to fund the preliminary design, right of way acquisition, environmental documentation and final construction of the interchange project.

Resolution was seconded by Commissioner Belshan.

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

Commissioner Herman offered the following resolution:

**RESOLUTION No. 22-322**  
**Accepting Medical Examiner Contract Agreement**

Agreement entered into this 18th day of October, by and between the County of Freeborn, a political subdivision of the State of Minnesota, and River Valley Forensic Services, P.A. for the services of Dr. Kelly Mills, M.D. as Medical Examiner of Freeborn County.

**I. Relationship of Parties**

- A. Pursuant to County Board action that took place on October 18, 2022 and the authority of Minnesota Statutes Ch. 390, the board of Freeborn County commissioners designates Dr. Kelly Mills, M.D., as Medical Examiner for Freeborn County, hereinafter “the Medical Examiner.”
- B. It is agreed that nothing contained in the Agreement is intended or should be construed as creating the relationship of co-partners, joint ventures or an association or an employer/employee relationship between Freeborn County and Dr. Kelly Mills, M.D., River Valley Forensic Services, P.A., or their employees or designee. River Valley Forensic Services, P.A. is an independent contractor, and neither River Valley Forensic Services, P.A. it, its officers, agents or employees shall be considered agents or representatives of the County. The County is interested only in the results to be achieved. The manner and means of conducting the works are under the control of the Medical Examiner, except to the extent they are limited by statute or regulation and the express terms of this Agreement. None of the benefits provided by the County to its employees, including, without limitation, unemployment insurance, workers’ compensation insurance, retirement and deferred compensation plans, vacation and sick leave, are available from the County to the Medical Examiner, River Valley Forensic Services, P.A., or the employees, agents or contractors of either. No civil service status shall attach to the Medical Examiner, Medical Staff, agent of contractors of the Medical Examiner or River Valley Forensic Services, P.A. and the County shall make no deductions from sums payable under the terms of this Agreement for state or federal income taxes, FICA, PERA or other payroll type deductions which are associated with an employer-employee relationship.

## **II. Personnel**

- A. The Medical Examiner will designate Dr. Kirstin Howell, Dr. Victor Froloff and Dr. Butch Huston to assist in performing the contract and shall be under the control and supervision of the Medical Examiner. Dr. Howell, Dr. Froloff and Dr. Huston shall not be considered employees of the County, nor have a contractual relationship with the County. The County shall be notified prior to the effective date of any changes thereto.
- B. The non-medical personnel necessary to support the Medical Examiner in the performance of his duties under this Agreement shall be provided through the County Sheriff’s Department. The compensation, benefits, and other terms of employment of these non-medical personnel shall be determined and paid solely by the county.

## **III. Scope of Duties**

- A. The Medical Examiner shall be responsible for conducting a modern medico-legal investigative system for Freeborn County applying the standards of the National Association of Medical Examiners, as they may be amended from time to time. The Medical Examiner shall periodically consult with the County Attorney’s Office, police agencies, and others concerned with forensic pathology to review procedures and formats for preparing medical reports and protocols. The Medical Examiner shall perform all duties imposed by Minnesota Statutes Chapter 390, as well as the duties imposed by other statutes applicable to the Medical Examiner’s activities. The Medical Examiner shall testify, as required, at inquests, hearings and trials.
- B. The Medical Examiner shall be responsible for the final determination of the cause and manner of death, and the signing of certificates attesting the cause and manner of death. During the temporary absence of the Medical Examiner, a qualified person designated by the Medical Examiner may make the final determination of death, and sign a certificate attesting to the cause and manner of death.
- C. The Medical Examiner shall be entitled to perform other gainful activities which do not interfere with the performance of her duties hereunder.

## **IV. Compensation**

- A. All payments made under this agreement for services rendered by or at the designation of Dr. Kelly Mills, M.D., shall be made to River Valley Forensic Services, P.A.
- B. The County will be responsible for the payment for each complete autopsy or external examination performed by Dr. Kelly Mills, M.D., or her assistants, as the Medical Examiner pursuant to this agreement and billed to Freeborn County upon completion of each examination in keeping with the past practice of the County Medical Examiner’s Office.



- C. Compensation for the services under this contract shall be \$250.00/month plus the following on a per service basis: (1) complete forensic autopsy with basic toxicology, at approximately \$2,000, and (2) external examination with basic toxicology at approximately \$1000.
- D. Additionally, the County will be responsible for court related preparation /consultation and out of office charges, billed on an hourly basis of \$300/hr., including travel to and from Freeborn County in order to provide testimony in legal proceedings arising out of the duties of the Medical Examiner.

V. **Facilities**

The facility, together with all the necessary equipment, the supplies, shall be the responsibility of Dr. Kelly Mills, M.D. It is represented by Dr. Kelly Mills, M.D., and understood by the County that Ramsey County Morgue shall be available to Dr. Kelly Mills, M.D., for the performance of this agreement.

VI. **Insurance and Indemnification**

- A. River Valley Forensic Services, P.A. agrees to indemnify and hold harmless the County of Freeborn, its officials, employees and agents from any and all liability, loss or damage, that the County of Freeborn, its officials, employees and agents may suffer as a result of claims, demands, costs of judgments, including without limitation reasonable attorney's fees arising out of the provision of professional services by Dr. Kelly Mills, M.D., as the Medical Examiner of Freeborn County pursuant to Minnesota Statutes Ch. 390, provided, however, that this indemnification shall be limited to the extent of such claims, demands, costs or judgments, including, without limitation, reasonable attorney's fees are covered by insurance.
- B. The County of Freeborn agrees to indemnify and hold harmless River Valley Forensic Services, P.A., Dr. Kelly Mills, M.D., its and their agents, officers or employees from any and all liability, loss or damage, it, he, its agents, officers or employees may suffer as a result of claims, demands, costs or judgments, including without limitation reasonable attorney's fees, arising from the Medical Examiner's or his agents' performance of his or their duties under this Agreement.
- C. River Valley Forensic Services, P.A. shall obtain and keep in effect the following insurance coverage:

1) Comprehensive General Liability Insurance:

- (a) Minimum Combined Single Limit
  - \$2,000,000 per occurrence
  - \$4,000,000 aggregate

(a) The following coverage must be specifically insured and certified with no internal sublimits.

- 1. Independent Contractors' Contingent Liability
- 2. Products/Completed Operations Liability
- 3. Contractual Liability
- 4. Personal Injury Liability including claims related to employment and coverage (a) through (e).
- 5. Broad Form Property Damage Liability, or deletion of the "Care, Custody and Control" Exclusion
- 6. Aircraft Liability (if applicable)
- 7. Watercraft Liability (if applicable)

(b) The Contractual Liability is to be either on a blanket basis for all written and oral contracts or specifically endorsed to acknowledge the contract between the insured and the

County.

2. Professional Liability Insurance

- Minimum Limits
- \$2,000,000 per occurrence
  - \$4,000,000 aggregate

3. Automobile Liability Insurance on Vehicles Owned by River Valley Forensic Services, P.A., or Kelly Mills, M.D., Kirstin Howell, M.D., Victor Froloff, M.D., or Butch Huston, M.D.
  - D. All certificates of insurance shall provide that the insurance company shall give the County thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.
  - E. The above subparagraphs establish the minimum insurance requirements, and it is the sole responsibility of River Valley Forensic Services, P.A. to purchase and maintain additional insurance that may be necessary in connection with this contract.
  - F. The Medical Examiner shall provide a certificate of insurance to the County in a form acceptable to Freeborn County. All insurance policies shall be submitted to the County upon written request.
  - G. Nothing in this contract shall constitute a waiver by the County of any statutory limits or exceptions on liability.
- VII. Transportation**
- A. Transportation of the deceased bodies from Freeborn County to the Ramsey County Morgue shall be the responsibility of Freeborn County.
- VIII. Miscellaneous Provisions**
- A. The Medical Examiner and all the members of the Medical Staff must be licensed to practice in Minnesota, with the Medical Examiner holding certification by the American Board of Pathology.
  - B. At the termination of this Agreement, the Medical Examiner shall return all files, records and objects related to cases completed, or in progress, to the County upon written request.
- IX. Term and Termination**
- A. This agreement shall continue for a period ending 12/31/2026 unless terminated sooner pursuant hereto.
  - B. This Agreement may be terminated by either party on forty-five (45) days written notice to the other.
  - C. This Agreement may be renewed on an annual basis upon agreement of both parties.
- X. Entire Agreement, Modification**
- A. It is understood and agreed that the entire Agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof.
  - B. This Agreement shall be altered, varied, modified or amended only in writing duly executed by the parties and attached hereto.

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

Commissioner Belshan offered the following motion:

**MOVED**, setting a Workshop for Tuesday, October 25, 2022 at 8:30 a.m. in the Freeborn Room at the Freeborn County Government Center.

Motion was seconded by Commissioner Edwin.  
After discussion, a vote was taken and the Chair declared the motion approved.

Interim Administrator Jan Fransen provided a list of the finalists for the County Administrator position. There were four finalists and advised that she was aware that we may lose two of the finalists and asked if the Board wanted to

do anything different. After discussion it was determined that the consultant should reach out to the candidates and move the interviews from November 15<sup>th</sup> to October 26<sup>th</sup>.

During Commissioner items, Commissioner Belshan expressed an interest in inviting representatives Peggy Bennett and Gene Dornick to a board meeting or workshop to discuss roads and bridges in our county.

Commissioner Herman offered the following resolution:

**RESOLUTION No. 22-323**  
**Approval of Claims**

**RESOLVED**, that the following claims be allowed and paid on or before October 21, 2022.

<u>FUND</u>	<u>NAME</u>	<u>AMOUNT</u>
01	General Fund	\$ 497,102.63
03	County Road & Bridge	\$1,062,397.11
05	Human Services	\$ 164,126.21
06	Public Health	\$ 67,338.73
31	Capital Improvement	\$1,841,721.48
40	County Ditch	\$ 118,034.14
70	Trust & Agency	\$ 7,359.82
73	Payroll Clearing Fund	\$ 2,975.65
77	Recorder's Clearing	\$ 4,042.00
80	Tax Collection Fund	\$ 80.00
	<b>FUND TOTALS</b>	<b>\$3,765,235.92</b>

Number of Claims not exceeding \$300 – 85

Dollar amount of claims not exceeding \$300 – \$10,894.19

Resolution seconded by Commissioner Edwin.

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

Chair, Commissioner Shoff adjourned the meeting at 9:35 a.m. until 8:30 a.m. on Tuesday, November 1, 2022.

By: \_\_\_\_\_  
Christopher N. Shoff  
Chair

Attest: \_\_\_\_\_  
Janice Fransen  
Interim Clerk/Administrator