

# **ADDITIONS/REVISIONS/CORRECTIONS**

**Regular Meeting  
October 5, 2021**

## **ADDITIONAL INFORMATION:**

1. **Regular Agenda Item 3: Joint Powers Agreement for East Central Regional Juvenile Center**

The board packet only contained Exhibits B, C, and D of the JPA. Those are pages 23-33 of the attached JPA. Pages 1-22 of the attached JPA is the actual JPA and Exhibit A and will be added as additional information.

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

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

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

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

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

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

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

**ARTICLE I  
Definitions**

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

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

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

**ARTICLE II**  
**Purpose**

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

**ARTICLE III**  
**Term**

**Section 3.01: Automatic Termination of Prior Agreement.**

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

**Section 3.02: Commencement Date and Term of This Agreement.**

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

**Section 3.03: Automatic Renewal Term.**

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

**ARTICLE IV  
Delegation of Authority**

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

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

**Section 5.01: Ownership of the Facility.**

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

**Section 5.02: Operation of the Facility.**

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

**Section 5.03: Contract Beds.**

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

**Section 5.04: Allocation of Unused Contract Beds.**

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

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

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

**ARTICLE VI**

**Rights and Obligations of Member Counties**

**Section 6.01: Agreements for Contract Beds.**

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

**Section 6.02: Cooperation.**

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

**Section 6.03: Compliance with Legal Requirements.**

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

**Section 6.04: Payments.**

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

**Section 6.05: Joint Contract Beds.**

If two Member Counties reserve a Joint Contract Bed pursuant to Section 6.02, the Joint Contract Bed shall be used on a first-come, first-served basis according to the following priority:

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

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

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

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

## **ARTICLE VII Advisory Board**

### **Section 7.01: Establishment of Advisory Board.**

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

### **Section 7.02: Duties of Advisory Board.**

The Advisory Board shall have the following duties:

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

### **Section 7.03: Voting.**

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

### **Section 7.04: By-laws.**

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

**Section 7.05: Chair and Vice-Chair.**

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

**Section 7.06: Meetings.**

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

**ARTICLE VIII  
Funding**

**Section 8.01: Annual Budget.**

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

**Section 8.02: Per Diem Rates.**

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

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



**Section 8.03: Payment.**

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

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

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

**Section 8.04: Annual Reconciliation of Accounts.**

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

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

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

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

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

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

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

**Section 8.05: Accountability for Funds.**

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

**ARTICLE IX**

**Additional Member Counties, Withdrawal and Termination**

**Section 9.01: Additional Member Counties**

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

**Section 9.02: Withdrawal.**

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

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

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

**Section 9.03: Effect of Withdrawal.**

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

**Section 9.04: Termination.**

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

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

**Section 9.05: Effect of Termination; Distribution of Property.**

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

**ARTICLE X**  
**Liability and Insurance**

**Section 10.01: Liability**

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

**Section 10.02: Insurance.**

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

**ARTICLE XI**  
**Facility Modification, Reconstruction**

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

**ARTICLE XII**  
**Uncontrollable Circumstances/Acts of God**

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

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

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

**ARTICLE XIII**  
**General Provisions**

**Section 13.01: Entire Agreement, Amendment.**

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

**Section 13.02: Severability.**

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

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

**Section 13.03: Notice.**

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

- Anoka County: Dylan Warkentin, Director  
Anoka County Community Corrections  
2100 Third Avenue, Suite C100  
Anoka, MN 55303
- Benton County: Deb Anderson, District Supervisor  
Benton County  
300 East Saint Germain Street  
St. Cloud, MN 56304
- Chisago County: Amy Chavez, Director  
Chisago County Court Services  
313 North Main Street, Room 124  
Center City, MN 55012
- Isanti County: Timothy A. MacMillan, Director  
Isanti County Probation  
555 18<sup>th</sup> Ave. SW  
Cambridge, MN 55008
- Kanabec County: Todd Eustice, Director  
Kanabec County Court Services  
18 North Vine Street, Suite 233  
Mora, MN 55051
- Mille Lacs County: Deb Anderson, District Supervisor  
Mille Lacs County  
225 6<sup>th</sup> Avenue SE  
Milaca, MN 56353
- Pine County: Terry Fawcett, Director  
Pine County Probation  
635 Northridge Dr NW  
Pine City, MN 55063
- Sherburne County: J. Hancuch, Director  
Sherburne County Community Corrections  
Sherburne County Government Center  
13880 Business Center Drive  
Elk River, MN 55330-4601

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

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

Wright County: Michael MacMillan, Director  
Wright County Court Services  
Wright County Government Center  
10 NW Second Street  
Buffalo, MN 55313

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

**Section 13.04: Independent Contractor.**

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

**Section 13.05: Damages.**

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

**Section 13.06: Failure to Pay.**

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

**Section 13.07: Remedies Cumulative.**

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

**Section 13.08: Waiver of Default.**

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

**Section 13.09: Subcontracts, Assignment**

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

**Section 13.10: Successors.**

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

**Section 13.11: Counterparts.**

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

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

**COUNTY OF ANOKA**

**COUNTY OF BENTON**

By: \_\_\_\_\_  
Rhonda Sivarajah  
County Administrator

By: \_\_\_\_\_  
Ed Popp, Chair  
County Board of Commissioners

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form and Execution:

ATTEST

By: \_\_\_\_\_  
Nancy Norman Sommer  
Assistant County Attorney

By: \_\_\_\_\_  
Montgomery Headley  
County Administrator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form and Execution:

By: \_\_\_\_\_  
Phillip Miller  
County Attorney

**COUNTY OF CHISAGO**

**COUNTY OF ISANTI**

By: \_\_\_\_\_  
Chris DuBose, Chair  
County Board of Commissioner

By: \_\_\_\_\_  
Susan Morris, Chair  
County Board of Commissioners

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Chase Burnham  
County Administrator

By: \_\_\_\_\_  
Julia Lines  
County Administrator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form and Execution:

Approved as to Form and Execution:

By: \_\_\_\_\_  
Janet Reiter  
County Attorney

By: \_\_\_\_\_  
Jeffery R. Edblad  
County Attorney

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**COUNTY OF KANABEC**

**COUNTY OF MILLE LACS**

By: \_\_\_\_\_  
Gene Anderson, Chair  
County Board of Commissioner

By: \_\_\_\_\_  
David Oslin, Chair  
County Board of Commissioners

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Kristine McNally  
County Coordinator/Executive Secretary

By: \_\_\_\_\_  
Holly Wilson  
Interim County Administrator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form and Execution:

Approved as to Form and Execution:

By: \_\_\_\_\_  
Barbara McFadden  
County Attorney

By: \_\_\_\_\_  
Joe Walsh  
County Attorney

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**COUNTY OF PINE**

**COUNTY OF SHERBURNE**

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
David Minke  
County Administrator

By: \_\_\_\_\_  
Bruce Messelt  
County Administrator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form and Execution:

Approved as to Form and Execution:

By: \_\_\_\_\_  
Reese Frederickson  
County Attorney

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Matt Ludwig  
County Board of Commissioners  
ECRJC Board Representative

**COUNTY OF STEARNS**

By: \_\_\_\_\_  
Tarryl Clark, Chair  
County Board of Commissioner

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Michael Williams  
County Administrator

Dated: \_\_\_\_\_

Approved as to Form and Execution:

By: \_\_\_\_\_  
Janelle P. Kendall  
County Attorney

Dated: \_\_\_\_\_

**COUNTY OF WASHINGTON**

**COUNTY OF WRIGHT**

By: \_\_\_\_\_  
Lisa Weik, Chair  
County Board of Commissioners

By: \_\_\_\_\_  
Mark Daleiden, Chair  
County Board of Commissioners

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Kevin Corbid  
County Administrator

By: \_\_\_\_\_  
Lee Kelly  
County Administrator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form and Execution:

By: \_\_\_\_\_  
Mike MacMillan  
Court Services Director

By: \_\_\_\_\_  
Peter Orput  
Assistant County Attorney

Approved as to Form and Execution:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Brian Lutes  
County Attorney

Dated: \_\_\_\_\_

**Exhibit A  
(Reserved Beds)**

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

**EXHIBIT B**

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

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

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

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

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

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

**ARTICLE I  
Definitions**

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

- (1) "Advisory Board" means the board created by the Joint Powers Agreement in Section 7.01.
- (2) "Contract Bed" means minimum of One (1) Facility bed which Anoka County reserves for use by the Placing County for secure detention or treatment of juvenile offenders and for which the Placing County guarantees to make payment, whether or not used by the Placing County.
- (3) "Emergency Medical Treatment" means medical treatment for a condition which, in the judgment of the physician or staff in attendance, is life-threatening unless immediate action is taken, or constitutes a substantial injury.
- (4) "Facility" means the secure juvenile detention and treatment facility at the East Central Regional Juvenile Center located in Lino Lakes, Anoka County.
- (5) "Facility Superintendent" means the Anoka County employee assigned to manage and direct the operations of the Facility, or his/her designee.
- (6) "Joint Powers Agreement" means the Joint Powers Agreement for Secure Juvenile Detention and Treatment Facility, dated January 1, 2022.
- (7) "Juvenile" means a male or a female through age 18, who has been taken into custody for a criminal offense or violation of probation, or a male or a female



regardless of age who remains under the jurisdiction of the Juvenile Court. Children in Need of Protection or Services (CHIPS) shall not be admitted under this contract, unless they are charged with a criminal offense.

- (8) "Juvenile Day" means a twenty-four (24) hour period in which a Juvenile is admitted to the Facility. The day of admission, notwithstanding the hour of admission, shall be deemed the first Juvenile Day. The day of release, notwithstanding the hour of release, shall not be deemed a Juvenile Day.
- (9) "Local Law Enforcement" means personnel from the Pine County Sheriff's Department and police departments located within Pine County.
- (10) "Per Diem" shall mean the charge per Juvenile Day established annually by the Anoka County Board of Commissioners pursuant to Section 8.02 of the Joint Powers Agreement.
- (11) "Placing County" means Pine County.
- (12) "Placing County Corrections Staff" means an employee of the Pine County Probation Department.
- (13) "Referring Agent" means Placing County Corrections Staff or Local Law Enforcement, when accompanied with an arrest hold, court order or warrant for detention of a Juvenile.
- (14) "Short-Term Bed" means a bed for detention, or for treatment with placement not to exceed 90 days.

**ARTICLE II**  
**Term of the Contract and Renewal**

**Section 2.01: Term.**

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

**Section 2.02: Renewal.**

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

**ARTICLE III**  
**Services Provided**

**Section 3.01: Services.**

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

**Section 3.02: Objectives.**

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

**Section 3.03: Location.**

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

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

**Section 3.04: Basic Program Services.**

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

**ARTICLE IV  
Payment for Services**

**Section 4.01: Charge for Basic Services.**

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

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

**Section 4.02: Cost of Specially-Arranged Services.**

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

**Section 4.03: Invoices.**

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

Pine County Probation  
Attn: Terry Fawcett  
635 Northridge Drive NW, Ste 220  
Pine City, MN 55063

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

**Section 4.04: Payment Procedure.**

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

**Section 4.05: Final Payment.**

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

**ARTICLE V  
Specially-Arranged Services**

**Section 5.01: Non-Emergency Medical Treatment.**

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

**Section 5.02: Emergency Medical Treatment.**

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

In the event a Juvenile admitted to the Facility under this contract requires Emergency Medical Treatment that requires hospitalization, Anoka County shall notify Placing County Corrections Staff through the Placing County's sheriff dispatcher at 320-629-8380.

**Section 5.03: Guard Services.**

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

**Section 5.04: Other Specially-Arranged Services.**

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

**Section 5.05: Billing for Specially-Arranged Services.**

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

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

**ARTICLE VI**  
**Admission/Discharge Standards**

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

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

**Section 6.02: Notification of Placing County Corrections Staff.**

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

**Section 6.03: Refusal of Admission.**

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

**Section 6.04: Notice of Discharge.**

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

**Section 6.05: Discharge Required by Law.**

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

**ARTICLE VII**  
**Reporting Requirements**

**Section 7.01: Reports by Anoka County.**

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

**Section 7.02: Notification of Continued Detention Status.**

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

**ARTICLE VIII**

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

**Section 8.01: Probable Cause Requirements.**

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

**Section 8.02: Other Juvenile Court Statutory Requirements.**

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

**ARTICLE IX  
Compliance with Laws/Standards**

**Section 9.01: Requirements of Law.**

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

**Section 9.02: Licenses and Permits.**

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

**Section 9.03: Governing Law.**

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

**ARTICLE X  
Default and Remedies**

**Section 10.01: Damages.**

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

**Section 10.02: Failure to Pay.**

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

**Section 10.03: Remedies Cumulative.**

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

**Section 10.04: Waiver of Default.**

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

**Section 10.05: Force Majeure.**

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

**ARTICLE XI  
Withdrawal/Termination**

**Section 11.01: Withdrawal.**

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

**Section 11.02: Termination.**

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

**ARTICLE XII  
General Provisions**

**Section 12.01: Entire Agreement, Amendment.**

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

**Section 12.02: Severability.**

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

**Section 12.03: Liaison.**

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

Anoka County Liaison: Nate Parker

Telephone: 763-324-4823

Placing County Liaison: Terry Fawcett

Telephone: 320-591-1550

**Section 12.04: Independent Contractor.**

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

**Section 12.05: Subcontracts, Assignment.**

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

**Section 12.06: Successors.**

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

**Section 12.07: Liability.**

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

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

**COUNTY OF PINE**

**COUNTY OF ANOKA**

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

By: \_\_\_\_\_  
Rhonda Sivarajah  
Anoka County Administrator

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
David J. Minke  
County Administrator

Dated: \_\_\_\_\_

Approved as to Form and Execution:

Approved as to Form and Execution:

By: \_\_\_\_\_  
Reese Frederickson  
County Attorney

By: \_\_\_\_\_  
Nancy Norman Sommer  
Assistant County Attorney

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Matt Ludwig  
County Board of Commissioners  
ECRJC Committee Representative



**EXHIBIT C**

**Revenue Shortfall Example**

- With a 22.5 Bed Membership using a 31 bed scenario
- By RJC Member County **Contracted beds %**
- Budget at 31 and sell 29 leaving a 2 bed shortfall (\$218,060)

<b>County</b>	<b>Beds</b>	<b>%</b>	<b>\$ Shortfall</b>
Anoka	5	22.25	\$48,518
Benton	1	4.5	\$ 9,813
Chisago	2	9	\$19,625
Isanti	1	4.5	\$ 9,813
Kanabec	.5	2	\$ 4,361
Mille Lacs	2	9	\$19,625
Pine	1	4.5	\$ 9,813
Sherburne	1	4.5	\$ 9,813
Stearns	1	4.5	\$ 9,813
Washington	5	22.25	\$48,518
Wright	3	13	\$28,348

**EXHIBIT D**

**ORIGINAL STATE GRANT MONIES**

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



## **AGENDA**

### ***PINE COUNTY BOARD REGULAR MEETING***

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

**Health & Human Services Welcome to the Courthouse**  
**Event will be held at 9:00 a.m. at the courthouse.**  
**A quorum of commissioners may attend.**

**Tuesday, October 5, 2021, 10:00 a.m.**  
**Pine County Courthouse Board Room**  
**635 Northridge Drive NW**  
**Pine City, Minnesota**

#### **Notice of Participation via Interactive Technology**

**Pine County Commissioner Matt Ludwig and Commissioner JJ Waldhalm will be attending the Pine County Board of Commissioners Regular Meeting on Tuesday, October 5, 2021 at 10:00 a.m. via interactive technology, pursuant to Minnesota Statute 13D.02.**

- **Commissioner Ludwig will be seen and heard at the meeting via electronic means and will participate from Staybridge Suites, 2350 Commerce Drive NW, Rochester, MN 55901, a location open and accessible to the public.**
- **Commissioner Waldhalm will be seen and heard at the meeting via electronic means and will participate from 904 Calle Cruz Roja, Barrio Obrero, Arecibo PR, a location open and accessible to the public.**

**The public is invited to join the meeting in person or remotely: by phone call 1-312-626-6799, (Meeting ID): 970 4531 6830; (password): 5911400. Click the link on the county website ([www.co.pine.mn.us](http://www.co.pine.mn.us)) for more information and to watch a live stream broadcast of the meeting.**

- A) Call meeting to order
- B) Pledge of Allegiance
- C) Public Forum. Members of the public are invited to speak. After being recognized by the Chair, each speaker should state his/her name and limit comments to three (3) minutes.
- D) Adopt Agenda
- E) Approve Minutes  
Minutes of September 21, 2021 County Board Meeting and Summary for publication
- F) Minutes of Boards, Reports and Correspondence  
Land Surveyor Monthly Report – September 2021  
Vernon Valvoda correspondence – September 13, 2021

G) Approve Consent Items

**CONSENT AGENDA**

The consent agenda is voted on without any discussion. Any commissioner may request an item be removed and added to the regular agenda.

1. **Application for Exempt Permit**

Consider application for exempt permit from the Sturgeon Lake Relief Association to conduct Minnesota lawful gambling on November 19, 2021 at Doc's Pavilion, 24427 Majestic Pine Dr., Sturgeon Lake, MN (Windemere Township).

2. **Septic Fix-Up Special Assessment**

Consider approval of Resolution 2021-66 extending a septic fix up special assessment as follows:

- A. Ronald W. Lyon and Catherine E. Lyon, PID 12.0005.000, \$15,300
- B. Richard A. Rhoades and Lisia K. Rhoades, PID 17.0052.000, \$16,850

Authorize Board Chair and County Administrator to sign.

3. **Donations**

A. Consider acceptance of the following donations from Grand Casino Hinckley to be used to offset the expenses of the Sheriff's Office:

- i. December 9, 2020 for 1<sup>st</sup> Quarter 2021: \$23,000
- ii. March 12, 2021 for 2<sup>nd</sup> Quarter 2021: \$23,000
- iii. June 14, 2021 for 3<sup>rd</sup> Quarter 2021: \$23,000

4. **2021-2022 Prosecution Contract with City of Sturgeon Lake**

Consider approval of the 2021-2022 Prosecution Contract with the City of Sturgeon Lake for the period of October 1, 2021 – September 30, 2022. The rate is \$100 per case filed submitted for review or charging of violation of ordinances. Authorize Board Chair and County Administrator to sign.

5. **Agreements**

Consider approval of the following agreements and authorize Board Chair and County Administrator to sign:

- A. Cooperative Agreement between the Minnesota Department of Veterans Affairs and the Pine County Veterans Service Office. Effective upon fully execution of the Cooperative Agreement through June 30, 2025.
- B. 2022 and 2023 Child Support Program Interagency Cooperative Agreement
- C. Biennial Service Agreement and Agreement to Provide MFIP/DWP Services Between Pine County and Central Minnesota Jobs and Training Services, Inc. for the period January 1, 2022 to December 31, 2022

6. **2021 Land Auction Results**

Seventeen tracts were offered for sale consisting of 396 acres at an appraised value of \$419,200. Thirteen tracts sold with bids totaling \$517,910.

7. **Training**

- A. Consider approval of Human Resources Manager Jackie Koivisto to attend the Minnesota Counties Human Resource Management Association Fall Conference October 6-8, 2021, Deerwood, MN. Registration: \$175; Lodging: \$481/2 nights and meals. Total cost: \$656. Funds are available in the 2021 Administrator’s budget.
- B. Consider approval to attend the AMC Annual Conference (December 6-8, 2021), for any commissioner desiring to attend, and County Administrator David Minke. Cost per attendee: Registration: \$375; Lodging: \$125 plus tax per night. Funds are available in the respective budgets.

**REGULAR**

1. **Recognition: Veterans Service Officer Mindy Sandell**

2. **Recognition: October -- Manufacturing Month**

Consider approval of Resolution 2021-67 declaring the month of October 2021 as Manufacturing Month in Pine County. Authorize Board Chair and County Administrator to sign the Proclamation.

3. **Joint Powers Agreement for East Central Regional Juvenile Center**

Consider approval of Pine County to remain a member of the East Central Regional Juvenile Center Joint Powers Agreement for a period of January 1, 2021 through December 31, 2026. The Joint Powers Agreement shall automatically renew for an additional period of five years beginning January 1, 2027 until terminated by the parties or upon withdrawal of Pine County under the Joint Powers Agreement. Authorize Board Chair and County Administrator to sign. The financial impact is \$280 per day member rate x 365 = \$102,200 commitment. Billed monthly and pay anything over that amount of use.

4. **Sandstone Recycling Drop-Off Center**

Consider approval of Memorandum of Agreement with the City of Sandstone to continue to use the property at 145 Robin St., Sandstone through December 31, 2024. Authorize Board Chair and County Administrator to sign. There is no cost to the county for this three-year period.

5. **Kettle River/Upper St. Croix One Watershed One Plan Policy Committee Appointment**

Affirm Commissioner Ludwig’s appointment to the Kettle River/Upper St. Croix One Watershed One Plan Policy Committee and appoint an alternate.

6. **Solid Waste Ordinance Ad Hoc Committee**

Consider approval of the following to the ad hoc committee to review the Pine County Solid Waste Ordinance and make recommendations:

Seat 1	County Commissioner	Steve Hallan
Seat 2	County Commissioner	Matt Ludwig
Seat 3	County Zoning Board member	Dirk Nelson
Seat 4	City Representative	Kathy George/City of Sandstone

Seat 5	Township Representative	Terry O'Rourke/Nickerson Township
Seat 6	MPCA Representative	Heidi Kroening
Seat 7	Local Solid Waste Industry Representative	Terry Peterson, All Season Services

7. **2022 Vehicle Purchases**

Consider authorizing the ordering of 2022 vehicles starting in 2021.

8. **Commissioner Updates**

Mille Lacs Band of Ojibwe meeting  
Rush Line Task Force  
NLX - Cancelled  
Housing and Redevelopment Authority (HRA)  
Arrowhead Counties Association  
GPS 45:93 Annual Meeting  
Snake River Watershed Management Board  
Snake River Watershed Policy Committee  
Lower St. Croix Policy Committee  
Blandin Foundation Kick-Off Meeting  
Technology Committee - Cancelled  
Lakes & Pines Community Action Council Annual Meeting  
Other

9. **Other**

10. **Upcoming Meetings (Subject to Change)—Location and/or call-in information. Contact the organization hosting the meeting for call-in information.**

- a. Pine County Board of Commissioners, Tuesday, October 5, 2021, 10:00 a.m., Board Room, Pine County Courthouse, Pine City, Minnesota
- b. CANCELLED: Facilities Committee, Wednesday, October 6, 2021, 9:00 a.m.
- c. Region 7E Broadband Conference, Wednesday, October 6, 2021, 3:00 p.m., Braham Event Center, Braham, Minnesota
- d. Central MN Council on Aging/Board of Directors, Thursday, October 7, 2021, 10:00 a.m.
- e. East Central Regional Justice Center, Thursday, October 7, 2021, 12:30 p.m., 7565 Fourth Avenue, Lino Lakes, Minnesota
- f. East Central Solid Waste Commission, Monday, October 11, 2021, 9:00 a.m.
- g. Personnel Committee, Monday, October 11, 2021, 9:00 a.m.
- h. East Central Regional Library Trustees Board, Monday, October 11, 2021, 9:30 a.m.
- i. Pine County Chemical Health Coalition, Monday, October 11, 2021, 4:00 p.m.
- j. Public Safety Committee, Tuesday, October 12, 2021, 9:00 a.m.
- k. Negotiations, Wednesday, October 13, 2021, 10:00 a.m.
- l. Northeast Minnesota Area Transportation Partnership, Wednesday, October 13, 2021, virtual or in-person at MnDOT's Duluth Office, 1123 Mesaba Avenue, Duluth, Minnesota
- m. Tribal Relations Forum, Wednesday, October 13, 2021, 2:00 p.m., Black Bear Casino, Carlton, Minnesota
- n. Soil & Water Conservation District, Wednesday, October 13, 2021, 3:00 p.m.
- o. District 1 Fall Meeting, Thursday, October 14, 2021, 8:00 a.m., Carlton County Government Services Center, 1307 Cloquet Avenue, Cloquet, Minnesota
- p. Pine County Law Library, Thursday, October 14, 2021, 12:00 p.m.

- q. State Community Health Advisory Council, Friday, October 15, 2021, 1:00 p.m.
- r. MN Rural Counties Annual Business Meeting, Monday, October 18, 2021, 8:30 a.m., membership meeting following conclusion of annual business meeting
- s. Economic Development Committee, Monday, October 18, 2021, 9:00 a.m.,
- t. Pine County Board of Commissioners, Tuesday, October 19, 2021, 10:00 a.m., North Pine Government Center, 1602 Hwy. 23 No., Sandstone, Minnesota

11. **Adjourn**