

Wabasha County
Board of Commissioners
Meeting Agenda
July 07, 2020
9:00 a.m.

Agenda Item:

1.0 **Call to Order**

- Please be respectful and turn off all cell phones and pagers during the Board meeting.

2.0 **Pledge of Allegiance**

3.0 **Roll Call** (Goihl, Hall, Key, Springer, Wobbe)

4.0 **Approve Agenda**

5.0 **Staff Updates**

6.0 **Administrator Update**

7.0 **Citizen Involvement** MS13D.01. subd 6

Any person may observe Board meetings. Citizens must be able to hear the discussion at a meeting and must be able to determine who votes for or against a motion. One copy of the agenda and all materials made available to the Board should be made available to the audience unless doing so would violate the Minnesota Government Data Practices Act. Although anyone can attend Board meetings, citizens cannot speak or otherwise participate in any discussions unless the Board recognizes them for this purpose.

8.0 **Public Forum**

- Sign-up for the public forum will be done prior to the beginning of the meeting.
- No personal attacks to persons present or not.
- No inflammatory language used during time that you have the platform.
- Thank you for participating in County government.

9.0 **Consent Agenda**

Items on the Consent Agenda are considered to be routine by the County Board of Commissioners and may be enacted through one motion. Any item on the Consent Agenda may be removed by any of the Commissioners for separate consideration.

- A. Minutes: June 30, 2020
- B. Claims
- C. Meal Vouchers
- D. **Finance:** Disposal of Obsolete Equipment (2020-153)
- E. **Probation:** FY 2021 Wabasha County Treatment Court Cooperative Agreement

10.0 **Action/Discussion Items**

- A. **Zoning:** Repeal of Feedlot Ordinance and Amendments to the Zoning Ordinance (2020-152)
- B. **Discussion:** Bellechester Tax Forfeiture Property
- C. **Administration:** Office Manager/Office Assistant Position – Assessor’s Office
- D. **Driver’s License:** Jeff Aitken to Resign from Driver’s License Duties; Appointment of Replacement
- E. One Watershed One Plan Board – Rich Hall has Stepped Down – Donald Springer is Willing to Take Over

11.0 **Commissioner Reports**

12.0 **Board Concerns**

13.0 **Recess/Adjourn**

MINUTES - REGULAR MEETING – TUESDAY, JUNE 30, 2020

The Board of County Commissioners of Wabasha County, Minnesota, Convened in a Regular Session at the Wabasha County Courthouse, in the City of Wabasha, Minnesota on Tuesday, June 30, 2020 at 4:00 p.m.

06/30/20

The meeting was called to order by Board Chairperson Wobbe.

CALL TO ORDER

The following Commissioners were present: Goihl, Hall, Wobbe, Key, Springer

ROLL CALL

SPRINGER-KEY (5-0)

APPROVE
AGENDA

Motion to approve the agenda after removing item 10.0 D and moving item 10.0 G to consent.

Adopted Unanimously

STAFF UPDATES

Staff Updates

ADMINISTRATOR
UPDATES

Administrator Updates: COVID 19 Funding to County

Public Forum

GOIHL-KEY (5-0)

APPROVE
CONSENT
AGENDA

Motion to approve the consent agenda including the following:

Minutes: June 16, 2020 and June 16, 2020 Board of Appeal and Equalization Minutes (Approved with Corrections)

Claims

Meal Vouchers

Per Diems

Resolution No.: 2020-144

RES 2020-144:
APPROVED
REOPENING

Whereas, Pursuant to the guidelines based on information available from the Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines and federal OSHA standards at the time of its development, and is subject to change based on further information provided by the CDC, MDH, OSHA, and other public officials.

Whereas, Wabasha County takes the health and safety of our employees very seriously. With the spread of the corona virus or “COVID-19,” we must remain vigilant in mitigating the outbreak.

Whereas, Wabasha County employees have been deemed “essential” during this Declared National Emergency

Whereas, In order to be safe and maintain operations, we have developed this COVID-19 Exposure Prevention, Preparedness, and Response Plan to be implemented, to the extent feasible and appropriate. Our goal is to mitigate the potential for transmission of COVID-19 in our workplaces, and that requires full cooperation among employees and management. Only through this cooperative effort can we establish and maintain the safety and health of our employees.

Whereas, this plan has been implement countywide since May 18, 2020 and has undergone changes based on additional information provided by the CDC, MDH, OSHA, and other public officials and continues to be a fluid document,

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Board Approves the re-opening plan.

Resolution No.: 2020-145

RES 2020-145:
APPROVED
CLOSING LAW
LIBRARY

Whereas, the Wabasha County Law Library was established several decades ago for use by the court, attorneys and the general public.

Whereas, given the transition to online legal research and the online accessibility of court documents and statutes, the law library is rarely used.

Whereas, the law library budget is approximately \$3,500 per year, paid out of the fees generated by court cases. There is approximately \$17,000 in the budget, which shall remain until such time as legislative action is taken to address the surplus.

Whereas, Minn. Stat. §134A., subd. 10(4) requires the County Board to take action regarding library fees by July 1 of any given year.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, effective July 1, 2020, the Wabasha County Law Library is closed, and no law library fees should be assessed.

Resolution No: 2020-146

Resolution Authorizing Joint Powers Agreement
Minnesota Internet Crimes Against Children Task Force
SWIFT Contract #178795

RES 2020-146:
APPROVED
JOINT POWERS
AGREEMENT

Whereas, the Wabasha County Sheriff's Office has been invited to participate in the Minnesota Internet Crimes Against Children Task Force Joint Powers Agreement; and

Whereas, the Sheriff's Office has received a grant agreement which needs to be approved and signed by the Sheriff and County Board Chairperson; and

Whereas, the Sheriff requests the approval and signing of the Minnesota Internet Crimes Against Children Task Force Joint Powers Agreement by the Chairman of the County Board.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that: the Minnesota Internet Crimes Against Children Task Force Joint Powers Agreement is hereby approved and authorizes it's signing by the Sheriff and Chairman of the County Board.

Resolution No.: 2020-147

Resolution authorizing purchase and upgrading workstations using Gun Permit funds

Whereas, the Wabasha County Sheriff's Office is requesting authorization to purchase a total of five (5) workstations and upgrade three (3) existing workstations from CDW-G in the amount not to exceed \$8,000.

Whereas, these purchases will be paid from the Gun Permit Fund.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, The Wabasha County Sheriff's Office is authorized to purchase five (5) workstations and upgrade three (3) existing workstations using vendor CDW-G not to exceed \$8,000.

Resolution No.: 2020-148

Resolution to Dispose of equipment by sale, trade, or disposal: (2) Workstations

RES 2020-148:
APPROVED
DISPOSAL OF
EQUIPMENT

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Sheriff's Office is authorized to dispose of the following listed equipment by sale, trade, or disposal:

- Fixed Asset #011741 – Workstation/Computer – Exceeded life span
 - Replaced with Fixed Asset #Unknown at this time – *resolution to replace 6/30/2020*
- Fixed Asset #011959 – Workstation/Computer – Exceeded life span
 - Replaced with Fixed Asset #Unknown at this time – *resolution to replace 6/30/2020*

SPRINGER-HALL (5-0)

Resolution No.: 2020-149

RES 2020-149:
APPROVED
STAFF PERSON

WHEREAS, Chapter 18 Minn. Stats. has been adopted for the purpose of protecting the residents of the state from the injurious effects of noxious weeds on public health, the environment, public roads, crops, livestock, and other property; and

WHEREAS, A county must either appoint at least one county agricultural inspector or a county-designated employee to carry out the duties specified under Chapter 18 Minn. Stats.; and

WHEREAS, Wabasha County has on staff a person proficient in the identification and removal of noxious weeds.

NOW THEREFORE BE IT RESOLVED, the Wabasha County Board of Commissioners appoints Hannah Dotter as the county-designated employee to carry out the duties specified under Chapter 18.81 Minn. Stats.

Adopted Unanimously

SPRINGER-KEY (5-0)

Resolution No.: 2020-150

RES 2020-150:
APPROVED
CUP/IUP

Whereas, Tami Folkert submitted an application for a Conditional/Interim Use Permit for fill to be placed in a general floodplain for a driveway on parcel R12.00277.00 located in Section 27, Township 109 North, Range 12 West, Town of Oakwood; and

Whereas, The Wabasha County Planning Commission conducted a public hearing on June 22, 2020 to provide an opportunity for the public to present any testimony related to the request; and

Whereas; The Planning Commission has considered the findings of fact and has considered all testimony related to the matter and recommends (vote 5-0) that the Wabasha County Board of Commissioners approve a Conditional Use Permit for the request with two conditions.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Board of Commissioners agrees with the findings from the Planning Commission and approves a Conditional Use Permit with the two conditions as follows:

1. A Conditional Use Permit is granted only for the placement of fill in a general floodplain on parcel 12.00277.00.
2. The project shall be undertaken only in accordance with the plans and specifications as submitted in the application or as outlined in these conditions.

HALL-KEY (5-0)

Resolution No.: 2020-151

RES 2020-151:
APPROVED
CUP/IUP

Whereas, Scotch Prairie Farms, LLC submitted an application requesting an amendment to an existing Conditional Use Permit on parcel R16.00061.00 located in Section 11, Township 110 North, Range 12 West, Town of West Albany; and

Whereas, The Wabasha County Planning Commission conducted a public hearing on June 22, 2020 to provide an opportunity for the public to present any testimony related to the request; and

Whereas; The Planning Commission has considered the findings of fact and has considered all testimony related to the matter and recommends (vote 5-0) that the Wabasha County Board of Commissioners approve a Conditional Use Permit for the request with two conditions.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Board of Commissioners agrees with the findings from the Planning Commission and approves a Conditional Use Permit with the two conditions as follows:

1. A Conditional Use Permit is granted only for the amendment to the original CUP issued on March 15, 2019.
2. The project shall be undertaken only in accordance with the plans and specifications as submitted in the application or as outlined in these conditions.

GOIHL-KEY (5-0)

Resolution No.: 2020-152

Whereas, Wabasha County has adopted a Comprehensive Zoning Ordinance and Feedlot Ordinance as provided in Chapter 103F and Chapter 394 Minn. Stats.; and

Whereas, the Wabasha County Planning Commission has reviewed the proposed ordinance revisions and discussed the necessity for such ordinance amendments; and

Whereas; the Planning Commission conducted a public hearing on June 22, 2020 and after the public hearing voted 5-0 that the revisions be forwarded to the Wabasha County Board of Commissioners with a recommendation that the revisions be approved by the County Board.

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the Wabasha County Board of Commissioners has received and reviewed the recommendations of the Wabasha County Planning Commission; and

Be it Further Resolved that; the Wabasha County Board of Commissioners repeals the Wabasha County Feedlot Ordinance and adopts the revisions as attached for Chapters 4, 5, & 6 of the Wabasha County Zoning Ordinance.

Commissioners reported on meetings they attended

GOIHL-SPRINGER (5-0)

Recess to Commissioners Workshop – Discuss County Assessor’s Office

BOARD OF COUNTY COMMISSIONERS
WABASHA COUNTY, MINNESOTA

BY: _____
Its Board Chair

ATTEST:

BY: _____
Its Board Clerk

RES 2020-152:
APPROVED
REPEAL OF
FEEDLOT
ORDINANCE
AND
AMENDMENTS

COMMISSIONER
REPORTS
BOARD
CONCERNS

RECESS

**WABASHA COUNTY
BOARD MEETING
7-Jul-20**

AUDITOR'S WARRANTS

<u>DATE</u>	<u>ACH NUMBERS</u>	<u>WARRANT NUMBERS</u>	<u>AMOUNT</u>
6/26/2020		46746-46751	\$ 2,552.61
6/26/2020	8824-8854	46752-46786	\$ 193,991.84

TOTAL AUDITOR'S WARRANTS	<u><u>\$ 196,544.45</u></u>
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MEAL VOUCHERS

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
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TOTAL MEAL VOUCHERS	<u><u>\$ -</u></u>
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TAXABLE UNIFORM ALLOWANCE

<u>EMPLOYEE</u>	<u>DATES</u>	<u>AMOUNT</u>
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TOTAL UNIFORM ALLOWANCE VOUCHERS	<u><u>\$ -</u></u>
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**WABASHA COUNTY
BOARD MEETING
7-Jul-20**

PER DIEM PAYMENT REQUEST

<u>COMMISSIONER</u>	<u>DATE</u>	<u>COMMITTEE</u>	<u>AMOUNT</u>
Goihl, Brian	06/16/20	HUMAN SERVICES MEETING	50.00
			<u>\$ 50.00</u>
Hall, Rich	04/23/20	SWCD	50.00
	04/28/20	EMERGENCY BOARD	50.00
	05/22/20	HWY	50.00
	05/28/20	SWCD	50.00
	06/16/20	HUMAN SERVICES MEETING	50.00
			<u>\$ 250.00</u>
Key, Cheryl	06/16/20	HUMAN SERVICES MEETING	50.00
			<u>\$ 50.00</u>
Springer, Don	06/16/20	HUMAN SERVICES MEETING	\$ 50.00
			<u>\$ 50.00</u>
Wobbe, Mike	06/16/20	HUMAN SERVICES MEETING	\$ 50.00
			<u>\$ 50.00</u>
TOTAL PER DIEMS REQUESTED			<u>\$ 450.00</u>

(1) Any claim for a per diem payment must be based on documented activities by a commissioner that constitutes:

- The duties of office, including work on committees (under the direction of the board); or
- Individual service required by law

Committee work may include information gathering activities as well as liaison activities. Board or committee minutes should confirm three aspects of the activity as committee work

- That a matter is before the board or committee that necessitates the activity
- The activity has been authorized by the board or committee; and
- The commissioner has reported to the board of the committee the results of the information gathering or liaison activities

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 D

Date:

July 7, 2020

Agenda Item:

Dispose of Equipment

Requested Action:

Consider adoption of resolution to authorize disposal of obsolete equipment

Fiscal Impact:

Depends on how the items are disposed of.

Background/Recommendation:

Items no longer useable and the County Board is required to approve disposal. Employees are prohibited from acquiring these items.

The Maintenance Department Supervisor recommends approval of the resolution to dispose of the equipment.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

Wabasha County Board of Commissioners

Resolution No.: 2020-153

Now Therefore be it Resolved by the Wabasha County Board of Commissioners that, the following equipment is declared as excess and the Maintenance Department is authorized to dispose of the equipment by trade, sale or waste disposal:

Item 010621 Stihl Hedge Trimmer

Item 010629 John Deere Rotary Broom

Item 011116 John Deere Rotary Broom (trade allowance \$100)

Item 011549 John Deere Rotary Broom (trade allowance \$100)

Adopted this 7th day of July, 2020 by the Wabasha County Board of Commissioners.

By: _____
Its Board Chair

Attest:

By: _____
Its Board Clerk

Board of Commissioners Wabasha County

Agenda Item Number: 9.0 E

Date: July 07, 2020

Agenda Item:

FY 2021 Wabasha County Treatment Court Cooperative Agreement.

Requested Action:

Approval and signature by the Board Chair of the FY 2021 Wabasha County Treatment Court Cooperative Agreement between Wabasha County and the 3rd Judicial District Administrator's Office.

Fiscal Impact:

This FY 2021 MOU includes payment/reimbursement to Wabasha County in the amount, up to \$57,000 to cover the salary/expenses of the Wabasha County Treatment Court Coordinator along with Treatment Court expenses.

Background/Recommendation:

This annual MOU allows the 3rd Judicial District Court to reimburse Wabasha County Treatment Court for expenses incurred for services and supplies.

Wabasha County Treatment Court is eligible for funds from the State of Minnesota for Treatment Court program expenses. The eligible expenses are outlined in IC of the agreement and in Appendix A. Approximately \$30,000 covers coordinator expenses and the remainder for additional program costs. In order to facilitate reimbursement for these program expenses, the 3rd Judicial District created this Cooperative Agreement. Wabasha County will be reimbursed for expenses in FY 2021: between July 1, 2020 and June 30, 2021. FY 2020 agreement was previously approved by the Board.

Action:

Motion by:_____

Second by:_____

Vote Aye:____

Vote Nay:____

No action required:____

WABASHA COUNTY TREATMENT COURT
Third Judicial District Court and Wabasha County
COOPERATIVE AGREEMENT

This Agreement, by and between Wabasha County (herein "COUNTY") and the State of Minnesota acting through its agent Third Judicial District Administrator's Office (herein "COURT") is entered into for the period of July 1, 2020 through June 30, 2021.

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

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

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

WHEREAS the COUNTY is empowered under Minnesota law to provide probation case management and supervision services to and participate in the Treatment Court Process;

NOW THEREFORE, the parties agree as follows:

I. DEFINITIONS

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

II. TERMS OF THE AGREEMENT

- A. Agreement Period. The Agreement period is from July 1, 2020 through June 30, 2021, unless otherwise terminated by law or a provision of this Agreement. Upon full execution of this agreement, the effective date shall be retroactive to July 1, 2020.
- B. Payment. The COURT shall reimburse COUNTY for the cost of services and supplies directly related to the Treatment Court program.
- C. Payment Rate. The Court shall compensate Wabasha County for costs COUNTY incurred for services and supplies on behalf of Treatment Court participants during each calendar quarter subject to the following limitations. The cost of the case management, supervision services, other services and supplies provided to Treatment Court participants shall not exceed Fifty-Seven Thousand Dollars (\$57,000.00) in the period from July 1, 2020 through June 30, 2021.
- D. Billing Procedure. County shall submit the Treatment Court Financial Status Report which will act as an invoice to the Court on a quarterly basis for services and supplies rendered pursuant to this Agreement.

E. County and Treatment Court Responsibilities:

1. County is responsible to:

- a. Provide qualified contractors to be Treatment Court team members including a Mental Health Consultant and facilitators for educational groups to provide services to Treatment Court participants with co-occurring disorders and monitor the provision of the services to participants.
- b. Authorize and approve employee expenses for mileage, meals, parking away from the primary work site.
- c. Provide supplies and office equipment; drug testing kits and services; and bus and taxi fare for Treatment Court participants as needed per section 2.e. below.
- d. Treatment Courts receiving Minnesota Judicial Branch funding in Fiscal Year 2021 must comply with the following conditions:
 - Report quarterly statistics using the Treatment Court Tracking Sheet (where applicable)
 - Report treatment court data upon implementation of the Tyler Supervision Module
 - Provide documentation of 30% local match (cash or in-kind) as requested
 - Provide annual caseload information as requested;
 - Participate in the Minnesota Treatment Court Peer Review program if requested. (Additional information will be provided prior to participation)
 - Engage state and local partners in discussions about developing a sustainable treatment court including the exploration of federal, state, and local funding streams to support ongoing treatment court operations
 - Must follow all Minnesota Judicial Branch Treatment Court Financial Policies.
- e. Provide a qualified case manager to participate in the Treatment Court process and provide specialized probation services for participants of treatment court.
- f. Administer any union contract and county personnel policies according to county supervisory expectations. This includes assuring union contract language is adhered to and that performance improvement plans, corrective action, progressive discipline and grievance procedures are followed. All county personnel policies will be monitored and followed. The COUNTY will retain ultimate authority to determine and issue discipline, including but not limited to discharge.

- g. Follow all compensation policies, rules, and practices as they relate to fringe benefits, health insurance, payroll, overtime and timesheets.
- 2. **Both County and The Court are responsible to:**
 - a. Identify, provide training and monitor safety issues, practices and policies to assure the safety of employees, clients and the public.
 - b. Jointly establish training requirements and seek/select and approve appropriate training to meet the required training needs.
 - c. Arrive at financial agreements that allow the Court and County to operate within fiscally sound principles that meet the payment and receipt procedures.
 - d. Agree on what information systems will be utilized, what data must be acquired, entered and maintained, and who has access rights to the resulting information.
 - e. Create the Treatment Court program design, program delivery methods, participant eligibility criteria, graduation criteria, termination criteria, caseload caps, office equipment, and alcohol and drug testing protocols.
- 3. **Court is responsible to:**
 - a. Provide a secondary review of expenses to confirm accuracy and compliance with treatment court policies.

F. TERMINATION

- 1. With or Without Cause. This Agreement may be terminated prior to the last day of the Agreement period by either party, with or without cause, by giving thirty (30) calendar days written notice to the other party. This Agreement shall be terminated on the date of termination specified in the written notice or thirty (30) calendar days after the written notice is received by the receiving party, whichever is later.
- 2. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party in the event sufficient funds from county, state, or federal sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement, and the non-appropriation of funds did not result from any act of bad faith on the part of the Court.

G. ADMINISTRATION

- 1. Administration of the contract terms will be monitored for County by Donald Springer, Wabasha County Board Chair, 625 Jefferson Avenue, Wabasha MN 55981 and all inquiries shall be directed to his attention.
- 2. Administration of the contract terms will be monitored for the Court by Shelley Ellefson, Third Judicial District Administrator, 1696 Greenview Drive SW, Rochester MN 55902, and all inquiries shall be directed to her attention.

H. LIABLE FOR OWNACTS.

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

I. COMPLIANCE WITH LAWS/STANDARDS.

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

J. STATE AUDIT.

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

K. DATA PRIVACY.

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

L. INDEPENDENT CONTRACTOR.

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

APPENDIX A

STATE COURT ADMINISTRATOR POLICY and PROCEDURES 511.2(a); TREATMENT COURT EXPENSES
For further details see State Court Administrator Policy and Procedures 511.2(a); Treatment Court Expenses

Revised 12.11.19

	Appropriated Monies	Participation Fees	Gifts and Donations ¹	Grants (MJB Fiscal Agent)	Approval Who must approve any relevant expenses?	Notes
TYPE OF EXPENSE	1000 Fund	2000 Fund	2403 Fund	3000 Fund		
Salaries, Branch Employees	Yes	Yes	Yes	Yes		
Expenses, Branch Employees	Yes	Yes	Yes	Yes		
Salaries for non-branch employee team members	Yes	Yes	Yes	Yes	JDA	Need JDA approval
Contracts for professional services of non-branch employee team members	Yes	Yes	Yes	Yes	JDA, SCAO Legal Counsel Division	Contracts for professional services of non-branch employee team members including probation, defense attorney, mental health providers, Certified Peer Support Specialists, law enforcement, or other essential team members that are non-MJB employees. Please review Minnesota Treatment Court Standard I (Team Composition).
Expenses for non-branch employee team members (Such as cell phone reimbursement, supplies, mileage, meals, etc)	Yes	Yes	Yes	Yes	JDA	Need JDA approval, in accordance with MJB travel policy
Travel/Training (both in state and out of state)						
Branch Employee/Judge	Yes	Yes	Yes	Yes		
Non-Branch Employee Team member	Yes	Yes	Yes	Yes	JDA	Need JDA approval through special expense form.
Meal during meetings/training for team members	Yes	Yes	Yes	Yes		Must adhere to the special expense policy 205(n) found on CourtNET.
Professional Memberships to National Association of Drug Court Professionals (NADCP)						
Branch Employee/Judge	Yes	Yes	Yes	Yes		
Non-Branch Employee Team member/volunteer	Yes	Yes	Yes	Yes		If the non-branch employee team member/volunteer is attending the NADCP National Conference, professional membership dues would be allowable to offset the conference registration fee
Training Workshops/Conferences offered by Districts or local jurisdictions that others are invited to attend.	Yes	Yes	Yes	Yes	STCC	Training Workshops/Conferences and a detailed listing of expenses must be approved by the State Treatment Court Coordinator. Eligible expenses include room rental, catering, AV equipment, presenters/trainers, and training materials.
Office Supplies/Equipment/Admin costs	Yes	Yes	Yes	Yes		
Drug/alcohol testing supplies and laboratory confirmation tests	Yes	Yes	Yes	Yes		Drug/alcohol testing supplies and laboratory confirmation tests including urine drug/alcohol testing cups and dips, oral fluid tests, sweat patches, hair follicle tests, laboratory confirmation testing, latex gloves or similar products needed to administer the drug/alcohol test, and contracts with vendors that administer drug/alcohol testing.
Electronic Home Monitoring Installation and daily fees	Yes	Yes	Yes	Yes		Must be paid directly to vendor. If proper Cooperative Agreements are in place, the county could pay the vendor directly and be reimbursed with allowable funds (participation fees, gifts/donations, grants). The use of GPS on such devices requires a court order.
Alternate drug/alcohol testing devices (Soberlink SL2 devices, ocular scanners, fingerprint scanners, portable breath test devices, smart phone technology devices, etc.)	Yes	Yes	Yes	Yes	JDA, SCAO Legal Counsel Division	Probation, law enforcement, or other entity must take all responsibility for the devices including ownership and maintenance. Proper Cooperative Agreements must be in place prior to purchasing the devices so all parties are aware of the responsibilities, liabilities, and exchange of funds to purchase the devices.
Graduation Recognition						
Cakes, desserts, and refreshments	No	Yes	Yes+	Yes		
Meals for Participants	No	Yes	Yes+	Yes		Meal costs not to exceed \$11 per person, \$150 max per graduate
Meals for Family/Friends	No	Yes	Yes+	Yes		Meal costs not to exceed \$11 per person, \$150 max per graduate
Graduation Memento (including but not limited to frames for graduation certificates)	No	Yes	Yes+	Yes		Memento costs not to exceed \$50 per person
Team Member/Participant Activities and Events						
Cake, desserts, and Refreshments	No	Yes	Yes+	Yes		
Meals for Participants	No	Yes	Yes+	Yes		Meal costs not to exceed \$11 per person
Meals for Family/Friends	No	Yes	Yes+	Yes		Meal costs not to exceed \$11 per person
Activity Costs	No	Yes	Yes+	Yes		Activity costs not to exceed \$10 per person
Specialty Court Anniversary Parties (5 Year increments)						
Cake, desserts, and Refreshments	No	Yes	Yes+	Yes		
Meals for Participants	No	Yes	Yes+	Yes		Meal costs not to exceed \$11 per person
Meals for Family/Friends	No	Yes	Yes+	Yes		Meal costs not to exceed \$11 per person
Workbooks, brochures, pamphlets, diaries, journals, meditation books	Yes	Yes	Yes	Yes		

APPENDIX A (continued)

	Appropriated Monies	Participation Fees	Gifts and Donations ¹	Grants (MJB Fiscal Agent)	Approval	Notes
Brochures, pamphlets, or videos marketing the treatment court used for public outreach	Yes	Yes	Yes	Yes		
Sobriety Tokens/Medallions	Yes	Yes	Yes	Yes		
Bus Passes/Taxi Fare	Yes	Yes	Yes	Yes		To get to and from court related activities; Transportation vendors are allowable if bus/taxi are not available and paid directly to vendor
Incentives(\$50 max) See gift and incentive policy						
Retail Items	No	Yes	Yes	Yes		
Prepaid Cards	No	Yes	Yes	Yes		
Bus Passes	No	Yes	Yes	Yes		
Health Facility	No	Yes	Yes	Yes		
Treatment	No	No	No	No		
Cognitive Behavior Change Programs (i.e. Thinking for a Change, Driving with Care, Moral Reconition Therapy) Classes	Yes	Yes	Yes	Yes	STCC	Cognitive Behavior Change Programs involve skills and instruction designed to alter the dysfunctional criminal thinking patterns exhibited by many defendants. Manualized programs of this type of intervention are led by trained facilitators in a group setting. These groups can be facilitated by the probation agent or contract providers. Does not include educational classes and/or wellness activities such as cooking, financial planning, and health/yoga. All Cognitive Behavior Change Program offerings must be approved by the State Treatment Court Coordinator prior to implementation.
Ignition Interlock Installation and Monthly Fees	No	Yes	Yes	Yes		Fees must be paid directly to vendor. If proper Cooperative Agreements are in place, the county could pay the vendor directly and be reimbursed with allowable funds (participation fees, gifts/donations, grants).
Program Evaluation	Yes	Yes	Yes	Yes		Includes contracting with a third-party vendor to conduct a program evaluation of your local treatment court.
Greeting Cards (Graduation cards for graduates and Thank You cards for volunteers and mentors)	No	Yes	Yes	Yes		
Recovery Support Services**	No	No	No	No		See ** below and Appendix A included in written policy.
Gifts						
For Participants	No	No	No	No		
For Participant Family Member	No	No	No	No		
Flowers						
Sympathy	No	No	No	No		
Congratulations	No	No	No	No		
Loans or Financial Assistance	No	No	No	No		

Any use not identified above is prohibited under Judicial Council Policy.

¹ Yes+ donor must specify this type of expense. If donor specifies a purpose not permitted under Judicial Council policy, the Branch cannot accept the gift.

*Any form of grants or interagency agreements should follow the spending guidelines of the grant or interagency funding agreement. In the event of a conflict between the terms of the funding source and Judicial Council policy, the more restrictive shall apply. Funds designated for uses outside of Judicial Council policy will not be accepted.

**Recovery Support Services (as outlined in Appendix A and defined by the Bureau of Justice Assistance) are non-clinical services that assist individuals and families to recover and stabilize from substance use and mental health disorders. They include social support, linkage to and coordination among allied service providers, and a full range of human services that facilitate recovery and wellness contributing to an improved quality of life. These services can be provided to treatment court participants through grant funds and/or donations and gifts received, but the Minnesota Judicial Branch cannot be the fiscal agent on the grant or the recipient of the donation or gift. If you intend to provide these services as an enhancement to your program, a county/city/tribal entity or other allowable fiscal agent as outlined in the grant, must apply for and administer the grant and all of the Recovery Support Services.

Per a memorandum from Jeff Shorba dated May 23, 2019 that was distributed on June 10, 2019, treatment court grants received prior to March 1, 2019 can be spent in a manner enumerated by the grant until March 1, 2020 even if those expenditures do not comply with this policy. If the grant expires prior to March 1, 2020, any renewal of said grant must follow MJB policy. Current grants that are dated past March 1, 2020, must be amended to comply with MJB policy. Any new grant applications from May 23, 2019 forward must follow MJB/SCAO court financial policies.

STATE OF MINNESOTA

Michelle Ellefson, Third Judicial District Admin

Date: _____

State Court Administration

Date: _____

Carla Heyl
State Court Administration
Senior Legal Counsel

Date: _____

Encumbered by: _____

COUNTY OF WABASHA

By _____
Wabasha County Board Chair/Date

Approved as to form and execution:

Wabasha Co Attorney / Date