



Board of Commissioners

\*\*\*ANNUAL MEETING\*\*\*

Tuesday, January 6, 2026

8:30 AM

Carlton County Transportation Building  
1630 County Road 61, Carlton

Watch the meeting live at:

<https://www.carltoncountymn.gov/meetings>

1. Roll Call (*Auditor/Treasurer DeVriendt will call the meeting to order*)
2. Pledge of Allegiance to the Flag
3. Election of Board Chairperson for 2026
4. Election of Board Vice-Chairperson for 2026
5. Approve Consent Agenda and Items - The consent agenda is voted on without any discussion. Any commissioner may request an item be removed and added to the regular agenda.
6. Approve Regular Agenda
7. Visitors:
  - a.
  - b.
  - c.

**A. Consent Agenda**

1. Approve Minutes of December 22, 2025, Adjourned Session
2. Claims over 2K December
3. Veteran's Grant
4. Bidding Resolution for website only-Transportation
5. 2026-2027 Child Support Cooperative Agreement
6. Three Opioid Settlement Agreements

## **REGULAR AGENDA**

### **B. Public Health & Human Services**

### **C. Zoning and Environmental Services**

1. Interim Ordinance #41 progress report (info only)

### **D. Land and Building**

### **E. Transportation**

1. FDL Land Lease
2. Bridge Priority Resolution

### **F. Public Safety**

### **G. Tax Matters**

### **H. Administrative - Other**

1. Election Absentee Ballot Board
2. Election Mail Ballot Board
3. Election UOCAVA Ballot Board
4. Set Sheriff & Attorney Salary for Election cycle
5. Approve conflict of interest resolution
6. Consider bids for legal publications for 2026
7. Set dates and times for County Board Meetings in 2026
8. Set dates and times for Committee of the Whole Meetings in 2026
9. Appointments of Commissioners to Commissions/Committees for 2026
10. Appointments of NON-Commissioners to Commissions/Committees for 2026

**I. Unorganized Township Matters**

**J. Commissioners Comments and Meetings Attended**

1. 2026 AMC Conference dates attached  
*(Contact Shanny for registration and hotel reservations)*

**K. Correspondence**

Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

A-2  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: January 6, 2026  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: Kevin DeVriendt

Title of Item for Consideration: December Claims over 2K

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time
- Award contract or bid
- Approve by board action (motion and second only-i.e. refill position)
- Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED)
- 

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget
- Yes  No  NA Budget adjustment required
- Yes  No  NA Reviewed by Finance Committee

**Staffing Impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected
- Yes  No  NA Applicable job description(s) may require revision
- Yes  No  NA Item may change the department's authorized staffing level
- Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission
- If yes, committee name & recommendation:

**Summary**

Per MS 375.12, Individualized, itemized accounts, claims, or demands should be published if over \$2,000.

**Supporting Attachments**

- Vendor Listing
- 

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

VENDORNAMEATPAYMENT	TOTALAMOUNT
A-1 FENCE CO	7,625.57
AFSCME COUNCIL 65	7,269.87
AKITABOX INC	11,181.36
ALL AMERICAN TITLE COMPANY LLC	3,575.00
ARROWHEAD ECON OPPORTUNITY AGENCY	11,103.06
ARROWHEAD LIBRARY SYSTEMS	58,633.67
ARROWHEAD REGIONAL CORRECTIONS	175,856.87
ARROWHEAD REGIONAL DEV COMM	27,681.02
ASCENDANCE TRUCKS PARTS & SERVICE	13,014.85
ASSOCIATION OF MINNESOTA COUNTIES	4,277.00
AT&T MOBILITY	11,238.60
BEAUDRY OIL & SERVICE INC	57,840.43
BLAINE BROTHERS	7,399.07
BOLTON & MENK INC.	14,356.50
BP BUILDERS LLC	687,033.73
BRIGHTWATER HEALTH	36,753.48
BURGER'S SHOES LLC	2,060.65
CARLTON COMMUNITY EDUCATION	2,057.79
CARLTON COUNTY ABSTRACT & TITEL COMPANY	2,072.00
CARLTON COUNTY CHILDREN & FAMILY	45,527.00
CARLTON COUNTY HIGHWAY DEPT	3,626.36
CARLTON COUNTY PUBLIC HEALTH	8,700.00
CARLTON COUNTY TREASURER	62,607.55
CBT NUGGETS, LLC	4,193.00
CENTER FOR ALCOHOL & DRUG TREATMENT	8,797.91
CENTRAL PENSION FUND	7,970.77
CENTURYLINK	7,783.86
CENTURYLINK/LUMEN	2,325.63
CHI ST. JOSEPH'S HEALTH	2,000.00
CHOICE, UNLIMITED	5,750.25
CITY OF BARNUM	128,005.96
CITY OF CARLTON	284,561.21
CITY OF CLOQUET CITY HALL	3,660,412.65
CITY OF CROMWELL	106,782.97
CITY OF KETTLE RIVER	44,710.84
CITY OF MOOSE LAKE	525,772.77
CITY OF SCANLON	162,534.24
CITY OF WRENSHALL	88,647.82
CITY OF WRIGHT	23,001.34
CLAY COUNTY	9,300.00
CLOQUET RIVERSIDE RECYCLING, INC	7,662.50
CLOQUET SANITARY SERVICE INC	2,392.19
COMM OF FINANCE, TREAS DIV	36,001.92
COMMUNITY PRINTING, INC.	3,183.23
COMO LUBE & SUPPLIES, INC	7,195.00
COMPENSATION CONSULTANTS LTD	4,593.00
CONSOLIDATED CORRECTIONAL FOODSERVICE	14,923.28
CRAFCO, INC	28,704.00

CUMMINS INC	3,937.16
DECAIGNY EXCAVATING INC	29,400.00
DELTA DENTAL OF MINNESOTA	17,550.02
DHS-MSOP-462	4,770.00
DRCC	3,893.40
DULUTH TIRE	2,855.00
EMERGENCY MEDICAL SERV COUNCIL	2,450.11
EMPIRE INVESTIGATION & PROTECTIVE SERVIC	2,128.75
ENTERPRISE FM TRUST	36,251.26
FASTENAL COMPANY	2,390.98
FAUL PSYCHOLOGICAL	3,990.00
FIRST CALL FOR HELP OF ITASCA COUNTY	9,964.50
FIRST WITNESS CHILD ADVOCACY CENTER	16,800.00
FOND DU LAC OFF RES-ADMIN	2,400.00
FOND DU LAC OFF-RESERVATION	3,897.00
FOND DU LAC ON RES-ADMIN	7,200.00
FOND DU LAC ON-RESERVATION	8,208.30
FRYBERGER, BUCHANAN, SMITH & FREDERICK	5,581.40
GUARDIAN RFID	3,320.00
HENDRICKSON/ANNE	2,500.00
HUNT ELECTRIC CORPORATION	10,576.29
IDENTISYS INC	4,470.70
IMPERIAL DADE	2,182.46
IMPERIAL SUPPLIES LLC	4,968.95
INNOVATIVE OFFICE SOLUTIONS LLC	2,200.92
ISD 100 WRENSHALL	38,730.23
ISD 91 BARNUM	75,951.00
ISD 91-BARNUM COMMUNITY ED	2,373.75
ISD 93 CARLTON	41,132.42
ISD 94 CLOQUET	173,766.86
ISD 95 CROMWELL-WRIGHT	84,141.63
ISD 97-MOOSE LAKE	45,657.96
ISD 99 ESKO	66,266.20
KANABEC COUNTY COMMUNITY HEALTH	7,556.94
LAW ENFORCEMENT LABOR SERV INC	4,206.86
LHB INC	4,309.00
LITTLE FALLS MACHINE INC	3,881.29
LITTLE SAND GROUP HOME	11,833.20
LSSMN	3,913.80
LUTHERAN SOCIAL SERVICES OF MN	37,716.66
M R SIGN CO INC	19,716.60
MARSH & MCLENNAN COMPANIES, INC	9,000.00
MATRIX TRUST COMPANY	3,616.66
MATTHEW MILLER, ATTORNEY AT LAW PC	3,067.00
MCCARTHY ARCHITECTS/KLEIN	10,255.12
MCKINSTRY ESSENTION, LLC	206,742.80
MIDWAY FORD COMPANY	57,584.00
MINN COUNTIES INTERGOVERNMENTAL TRUST	18,532.00
MINN OFFICE OF ENTERPRISE TECHNOLOGY	2,841.36

MINNESOTA COUNTY ATTORNEYS ASSOCIATION	6,464.00
MINNESOTA DEPT OF HUMAN SERVICES	33,837.29
MINNESOTA DEPT OF HUMAN SERVICES	22,971.20
MINNESOTA ENERGY RESOURCES	11,601.05
MINNESOTA POWER	40,508.48
MINNESOTA TELECOMMUNICATIONS	2,489.88
MOOSE LAKE FIRE PROTECTION	80,840.74
MORTON SALT INC	36,801.85
NAPA AUTO PARTS	4,713.40
NEUMANN/JINYEENE	2,247.55
NEXT CHAPTER TECHNOLOGY, INC	127,849.50
NORTH COUNTRY STRATEGIES, LLC	3,000.00
NORTH HOMES INC	8,640.12
NORTHEAST MINNESOTA OFFICE OF JOB TRAIN	52,437.86
NORTHERN ENGINE & SUPPLY INC	2,398.40
NORTHERN PINES MENTAL HEALTH CENTER, INC	9,330.08
NORTHLAND CONSTRUCTORS OF DULUTH	89,481.45
NORTHLAND VEBA PLAN	1,234,652.50
NORTHWEST CARLTON CO AMBULANCE DISTRICT	26,144.18
NORTHWOOD CHILDRENS SERVICES	20,554.08
PARAMOUNT PLANNING GROUP LLC	6,900.00
PARSONS ELECTRIC LLC	5,388.23
PEACEMAKER RESOURCES	3,152.25
PEARSON/ADRIENNE	5,525.00
PINE KNOT LLC	3,997.18
PINEWOOD CLOQUET INC	3,947.23
POLK COUNTY PUBLIC HEALTH	13,728.87
POMP'S TIRE SERVICE INC	17,686.10
POWERPLAN	17,484.69
PRECISION AUTO BODY LLC	8,282.60
R S & H INC	26,539.20
RADCO TRUCK ACCESSORY STORE	6,866.80
REDACTED-Foster Care	4,065.70
REDACTED-Foster Care	3,479.48
REDACTED-Foster Care	3,363.60
REDACTED-Foster Care	2,647.50
REDACTED-Foster Care	2,640.60
REDACTED-Refund overpayment tax	2,634.00
REDACTED-Refund overpayment tax	2,452.00
REDACTED-Refund overpayment tax	2,132.00
REDACTED-Refund overpayment tax	2,073.00
REDACTED-Refund overpayment tax	2,014.00
REDACTED-Refund overpayment tax	2,001.00
REDWOOD TOXICOLOGY LABORATORY	7,948.85
REINFORCEMENT CONSULTING LLC	4,000.00
SAINT PAUL PORT AUTHORITY (PACE)	17,119.04
SANFORD HEALTH	16,353.00
SCHNEIDER GEOSPATIAL LLC	14,388.00
SCOTT ANDERSON PROPERTY MANAGEMENT	2,448.00

SHI INTERNATIONAL CORPORATION	50,130.23
SINNOTT GROUP INC	65,024.82
SK TAXI	4,268.00
STELLHER HUMAN SERVICES, INC	9,751.83
STREICHERS	11,618.66
SUN LIFE FINANCIAL	6,805.69
SUPER ONE FOODS RETAIL ACCOUNTING	10,875.00
TEAMSTERS LOCAL 346	4,529.00
TENDER LOVING CARE	6,991.55
THOMPSON/BETHANY	3,528.26
THOMPSON/BILL L	3,067.00
THOMSON REUTERS - WEST	2,156.21
THRIFTY WHITE PHARMACY	2,650.25
TOWN OF ATKINSON	22,122.66
TOWN OF AUTOMBA	24,594.07
TOWN OF BARNUM	71,891.07
TOWN OF BESEMAN	16,183.52
TOWN OF BLACKHOOF	104,423.75
TOWN OF EAGLE	60,487.74
TOWN OF HOLYOKE	39,989.22
TOWN OF KALEVALA	26,121.29
TOWN OF LAKEVIEW	21,981.50
TOWN OF MAHTOWA	89,433.89
TOWN OF MOOSE LAKE	92,144.16
TOWN OF PERCH LAKE	42,155.03
TOWN OF SILVER	35,456.67
TOWN OF SILVER BROOK	33,709.91
TOWN OF SKELTON	30,654.98
TOWN OF SPLIT ROCK	15,955.84
TOWN OF THOMSON	877,723.55
TOWN OF TWIN LAKES	613,386.03
TOWN OF WRENSHALL	42,145.85
TRIMIN SYSTEMS	3,600.00
TRUE NORTH GOODWILL	3,325.00
TWIG AREA TRAIL RIDERS ATV CLUB	12,075.55
TWIN PORT MAILING	7,767.49
U.S. BANK	15,937.19
ULINE, INC.	18,457.60
ULLAND BROTHERS	11,261.54
WALMART COMMUNITY-GEGRB	4,171.92
WELLNESS IN THE WOODS	5,606.43
WLSSD	154,887.83
ZIEGLER INC	19,163.58
Payments over \$2,000 -189 Vendors	12,291,811.20
Payments less than \$2,000 -475 Vendors	210,546.14
<b>GRAND TOTAL DECEMBER 2025</b>	<b>12,502,357.34</b>

Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

A- 3  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: January 6, 2026  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: Duane Brownie/Kevin DeVriendt

Title of Item for Consideration: FY2026 CVSO Grant

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time  
 Award contract or bid  
 Approve by board action (motion and second only-i.e. refill position)  
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED")

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget  
 Yes  No  NA Budget adjustment required  
 Yes  No  NA Reviewed by Finance Committee

**Staffing Impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected  
 Yes  No  NA Applicable job description(s) may require revision  
 Yes  No  NA Item may change the department's authorized staffing level  
 Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission  
If yes, committee name & recommendation:

**Summary**

\$10,000. The CVSO Operational Enhancement Grant has been awarded in previous years to help us with outreach, marketing materials, training for the CVSO and Deputy CVSO, and office equipment purchases. This is a grant that are basically pass through dollars for our office to spend where we see fit in our daily operations of Carlton County Veterans Services. These grant monies must be spent in MN DVA SFY 2026. The grant process is now all electronic and will be signed via DocuSign.

**Supporting Attachments**

- FY2025 Resolution  
 FY2026 Grant form

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

# CARLTON COUNTY MINNESOTA

## Auditor/Treasurer

Carlton County Historic Courthouse, 301 Walnut Ave, PO Box 130, Carlton, MN 55718 Phone: 218.384.9127

Kevin DeVriendt Auditor/Treasurer

Kelly Lampel Chief Deputy Auditor/Treasurer

### \*\*\*RESOLUTION NO. 25-019\*\*\*

BY COMMISSIONER: Reed

ADOPTED: March 11, 2025

BE IT RESOLVED by the Carlton County Board of Commissioners that the County enter into a Grant Contract with the Minnesota Department of Veterans Affairs (MDVA) to conduct the County Veterans Service Office (CVSO) Operational Enhancement Grant Program. This grant will be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in Minnesota Statutes 197.608. This grant will not be used to supplant or replace other funding. The grant cycle is SFY2025 from 7/1/2024-6/30/2025.

BE IT FURTHER RESOLVED that the County Auditor, and County Veterans Service Officer are hereby authorized to execute this Grant Contract and any amendments thereto.

\*\*\*\*\*

Upon motion by Reed, seconded by Zmyslony, and carried, the above resolution was adopted.

Yea votes: Bodie, Plante Buhs, Proulx, Reed and Zmyslony Nay votes: None Absent: None

I, Kevin DeVriendt, Auditor/Treasurer of the County of Carlton, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 11th day of March, 2025 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE in Carlton, Minnesota, this 11th day of March, 2025.

Kevin DeVriendt  
Carlton County Auditor/Treasurer



Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

A-4

Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: 01/06/26  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: JinYeene Neumann - County Engineer

Title of Item for Consideration: Bidding Resolutions for Website Only - Transportation

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time  
 Award contract or bid  
 Approve by board action (motion and second only-i.e. refill position)  
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED")

**Fiscal impact** (check all that apply)

- Yes  No  NA Item included under current budget  
 Yes  No  NA Budget adjustment required  
 Yes  No  NA Reviewed by Finance Committee

**Staffing impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected  
 Yes  No  NA Applicable job description(s) may require revision  
 Yes  No  NA Item may change the department's authorized staffing level  
 Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission  
If yes, committee name & recommendation:

**Summary**

Resolution designating website for publications, bids, and requests for proposals for Carlton County's Transportation Construction and Maintenance Projects.

**Supporting Attachments**

Resolution

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

***A public notice similar to the following should be published each year:***

**PUBLIC NOTICE**

Carlton County has designated its official website as [www.carltoncountymn.gov](http://www.carltoncountymn.gov). Official publication of bids, requests for information, and requests for proposals will be done on the official website as an alternative means to disseminate solicitations of transportation construction and maintenance projects.

***Resolution for Board Approval***

Carlton County Board Of Commissioners

Resolution No: XX

To Use Alternative Method To Disseminate Bids And Requests

WHEREAS, Minn. Statute § 331A.03 Subd. 3(b), allows a county to use its web-site or recognized industry trade journals as an alternative to disseminate solicitations of bids, requests for information and requests for proposals;

NOW THEREFORE , the Carlton County Board of Commissioners hereby resolves:

BE IT RESOLVED, that from this day forward, the County of Carlton may use the Carlton County website, [www.carltoncountymn.gov](http://www.carltoncountymn.gov), as an alternative means to disseminate solicitations of bids, requests for information, and requests for proposals for transportation related construction and maintenance projects. Alternative method has been used since the original resolution adoption date of January 2, 2024.

BE IT FURTHER RESOLVED, that for the first six (6) months after this designation of an alternative means of dissemination, the county shall continue to publish solicitations of bids, requests for information and request for proposals, in the same official newspaper of the county in addition to the alternative method and that the publication in the official newspaper must indicate where to find the designated alternative method.

BE IT FURTHER RESOLVED, that any dissemination by alternative means must be in substantially the same format and for the same period of time as a publication would otherwise be required under Minn. Statute § 331A.03 Subd. 3.

Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

A-5  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: 01/06/2026  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: Annie Napoli/Dan Plinski - Child Support Supervisor

Title of Item for Consideration: 2026-2027 Child Support Cooperative Agreement

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time  
 Award contract or bid  
 Approve by board action (motion and second only-i.e. refill position)  
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE, BE IT RESOLVED")

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget  
 Yes  No  NA Budget adjustment required  
 Yes  No  NA Reviewed by Finance Committee

**Staffing Impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected  
 Yes  No  NA Applicable job description(s) may require revision  
 Yes  No  NA Item may change the department's authorized staffing level  
 Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission  
If yes, committee name & recommendation:

**Summary**

Federal law (45 CFR §§ 302.34 and 304.21) requires executed Cooperative Agreements for counties to receive Federal Financial Participation (FFP) 66% reimbursement of certain expenditures. The county may only claim FFP for the first, and each subsequent quarter if their complete contract is fully executed. To ensure our county's receipt of first quarter incentive payments we must ensure fully executed by March 31, 2026.

**Supporting Attachments**

Cooperative Agreement  
  
Amount of Contract: \_\_\_\_\_  
Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_  
TO: \_\_\_\_\_  
Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN  
Motion: Carried  Defeated

**State of Minnesota - County  
Child Support Program  
Cooperative Agreement**

CY 2026 – 2027

STATE OF MINNESOTA-COUNTY COOPERATIVE AGREEMENT COVERING THE  
ADMINISTRATION OF CHILD SUPPORT,  
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS  
BY AND BETWEEN:

The Minnesota Department of Children, Youth, and Families  
Child Support and  
CARLTON \_\_\_\_\_ County

## TABLE OF CONTENTS

1.	Definitions.....	1
1.1	Administrative Instructions	
1.2	Business Day.....	2
1.3	Calendar Day	
1.4	Central Registry	
1.5	Cooperating Agency	
1.6	Cooperative Arrangement	
1.7	Cooperative Agreement Manager	
1.8	Cooperative Agreement Review Committee	
1.9	County Attorney	
1.10	County Sheriff	
1.11	Governing Board of a County	
1.12	IV-D Program.....	3
1.13	Participant	
1.14	Parties	
1.15	PRISM	
1.16	Program Instructions	
1.17	IV-D Program Requirements	
1.18	State Disbursement Unit	
1.19	User Documentation	
2.	Appointment of Cooperative Agreement Manager	
2.1	Contact Information for Cooperative Agreement Managers	
3.	COUNTY's Duties and Responsibilities .....	4
3.1	General Requirements	
3.1.1	Policy Conflict	
3.2	Provide Services	
3.2.1	Provide Customer Service	
3.3	Hold Harmless	
3.4	Cooperative Arrangements.....	5
3.5	Purchase of Service Agreements	
3.6	Notification of Appeals	
3.6.1	Notice of Substantive Adverse Decisions.....	7
3.7	Internet Access	
3.8	Provide Information	
3.9	Information Technology Security	
3.9.1	COUNTY Security Officer	
3.9.2	Security Policies, Procedures and Guidelines	
3.10	Cooperation with Other Agencies	
3.11	Providing Resources to Improve Support in Minnesota (PRISM)	
3.11.1	Maintain Automation Equipment	
3.11.2	No Alteration of Software	
3.11.3	Authorized Access to Automation Equipment.....	8
3.12	Cost-Sharing Allocation Plan	
3.13	Maintain PRISM Financial Records	

- 3.13.1 Enter Court Order and Balance Information
      - 3.13.2 Receipt and Disbursement (R&D) Adjustments
    - 3.14 Failure to Maintain PRISM Financial Records
    - 3.15 Reimbursement for Failure to Follow Policy and Instructions
    - 3.16 Collections, Receipts, and Disbursements
    - 3.17 Records Maintenance
    - 3.18 Confidentiality of Records.....9
      - 3.18.1 Cooperating Agencies and Compliance with Regulations
      - 3.18.2 Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program.
      - 3.18.3 Other Parties Requesting Access to PRISM or PRISM Information.....11
      - 3.18.4 Not a "Business Associate Agreement."
    - 3.19 Federal Parent Locator Service
    - 3.20 IRS Cooperative agreement Language for General Services.....12
      - 3.20.1 Performance
      - 3.20.2 Criminal/Civil Sanctions.....14
      - 3.20.3 Inspection.....15
    - 3.21 Bonding.....16
  - 4. STATE's Duties and Responsibilities.....16
    - 4.1 General Requirements.....16
    - 4.2 Child Support Division (CSD) Memos/Child Support Bulletins
    - 4.3 Program Instructions
      - 4.3.1 Program Instruction Change
      - 4.3.2 Reasonable Time Period to Implement.....17
      - 4.3.3 Extension of Time Period to Implement
    - 4.4 Monitoring
    - 4.5 Comprehensive Training
    - 4.6 Information to the Public
    - 4.7 Standard Cooperative Agreements
    - 4.8 Central Registry
    - 4.9 PRISM Maintenance
    - 4.10 PRISM Enhancement
    - 4.11 Ownership of Software.....18
    - 4.12 Tax Intercept
    - 4.13 New Hire Reporting
    - 4.14 Provide Direct Program Assistance to COUNTY
    - 4.15 Delegation of Authority
    - 4.16 Confidentiality of Records
  - 5. Procurement
    - 5.1 Equipment
  - 6. Allocations
    - 6.1 Standards of Performance and Performance Based Allocation
    - 6.2 County Contribution

7.	Funding.....	20
8.	Federal Reimbursement	
8.1	County Income Maintenance Claims	
8.1.1	County-Wide Indirect Claim.....	21
8.2	Adjusted Reimbursement Claims	
8.3	Non-Compliance	
8.3.1	Compliance Review	
8.3.2	Advance Notice.....	22
8.4	Disallowances	
8.5	Conditions of Payment.	
8.6	Payment Recoupment	
9.	Program Operation: Records, Reporting, Monitoring and Security	
9.1	Record Keeping Requirements	
9.2	Records Maintenance	
9.3	Records Availability .....	24
9.4	Federal or State Authority to Review Documents	
9.5	Records Security and Access	
10.	Annual Audit	
10.1	Compliance with Single Audit Act	
10.2	State Audits	
10.3	Audit Disallowance	
10.3.1	COUNTY's Liability	
10.3.2	Fiscal Sanction.....	25
10.4	Audit Adjustments	
10.4.1	Audit Adjustment Determination	
10.4.2	Payment Adjustments	
11	Administrative Review	
11.1	Review Process	
11.2	Administrative Appeal.....	26
11.2.1	Notice of Demand for Appeal	
11.2.2	Process	
11.2.3	Policy Disputes: Limited Reimbursement Guarantee	
12.	General Provisions	
12.1	Lobbying Certification.....	27
12.2	Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions Debarment Certification	
12.2.1	Subcontractor Debarment	
12.3	Prohibitions on Weapons	
12.4	Provisions of Services and Programs.....	29
12.4.1	Funding Limitations	
12.4.2	COUNTY Funding	
12.4.3	Lawful Power and Duties	
12.5	Data Disclosure	

12.6	Liability	
12.7	Voter Registration Requirement	
12.8	Conditions on the Parties' Obligations	
12.9	Governing Law, Jurisdiction, and Venue.....	30
12.10	Severability	
12.11	Assignment, Amendments, Waiver, Cooperative Agreement Complete	
	12.11.1 Assignment	
	12.11.2 Amendments	
	12.11.3 Waiver	
	12.11.4 Cooperative Agreement Complete	
	12.11.5 Effective Date	
	Signature Page.....	32
	Attachment A: Cooperative Arrangement.....	33
	Attachment B: Certification Regarding Lobbying.....	55
	Attachment C: Disclosure of Lobbying Activities.....	56
	Attachment D: Certification Regarding Debarment and Suspension.....	60

State Copy [ ]  
County Copy [ ]

**CY 2026-2027 STATE OF MINNESOTA-COUNTY COOPERATIVE AGREEMENT  
COVERING THE ADMINISTRATION OF CHILD SUPPORT,  
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS  
BY AND BETWEEN:**

The Minnesota Department of Children, Youth, and Families  
Child Support Division And  
CARLTON \_\_\_\_\_ County

**THIS COOPERATIVE AGREEMENT** (hereinafter referred to as “Cooperative Agreement”) is made and entered into for the period of January 1, 2026, through December 31, 2027, by and between the Minnesota Department of Children, Youth, and Families, Child Support Division, hereinafter referred to as “STATE,” and the Governing Board of CARLTON \_\_\_\_\_ County (hereinafter referred to as “COUNTY”) and its designated Child Support Office (hereinafter referred to as “County IV-D Agency” or “IV-D Agency”). STATE and COUNTY are hereinafter collectively referred to as “the Parties”.

**RECITALS**

**WHEREAS**, STATE is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, section 471.59;

**WHEREAS**, COUNTY is empowered to enter into joint powers agreements pursuant to Minnesota Statutes, section 471.59;

**WHEREAS**, the County IV-D Agency is responsible for local operation of child support services under Minnesota Statutes, section 393.07, subdivision 3; and

**WHEREAS**, the above-referenced entities wish to enter into this Cooperative Agreement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 United States Code (U.S.C.), sections 651 through 699b; and enter this agreement to meet the requirements of 45 Code of Federal Regulations (C.F.R.), sections 303.107 and 302.34.

**NOW, THEREFORE**, in consideration of the mutual responsibilities and agreements hereinafter set forth, the STATE and the COUNTY agree as follows:

## COOPERATIVE AGREEMENT

1. **Definitions.** The following definitions apply to the terms used in this Cooperative Agreement unless the context clearly requires otherwise:
  - 1.1 **Administrative Instructions.** Administrative instructions are from the STATE to the COUNTY on administrative or financial matters.
  - 1.2 **Business Day.** Business day means a day on which STATE offices are open for regular business.
  - 1.3 **Calendar Day.** Calendar day means each day shown on the calendar, including weekends and holidays.
  - 1.4 **Central Registry.** The Central Registry is the STATE unit of government responsible for receiving, disseminating, and overseeing the processing of all incoming interstate IV-D cases.
  - 1.5 **Cooperating Agency.** A Cooperating Agency is the County Sheriff or County Attorney who provides child support services for the COUNTY pursuant to a Cooperative Arrangement. "Cooperating Agencies" refers to both the County Sheriff and the County Attorney.
  - 1.6 **Cooperative Arrangement.** A Cooperative Arrangement is the standard template, which is paired to the Cooperative Agreement as Attachment A. This standard template must be used by the COUNTY when securing services from the County Attorney and the County Sheriff for the operation of the IV-D Program.
  - 1.7 **Cooperative Agreement Manager.** The Cooperative Agreement Manager is the contact person for each of the parties. The STATE's Cooperative Agreement Manager is the official contact with the COUNTY and is responsible for enforcing provisions of the Cooperative Agreement and assuring the provisions are carried out by the COUNTY.
  - 1.8 **Cooperative Agreement Review Committee (CARC).** The CARC shall be responsible for representing the COUNTY and County Attorney offices in seeking policy dispute resolution under the Cooperative Agreement and Cooperative Arrangement. The CARC members are appointed by the STATE Child Support Division (CSD) Director, in consultation with Counties and County Attorneys, and shall be comprised of three County Directors and three County Attorneys.

- 1.9 County Attorney.** Minnesota County Attorney means the attorney under Minnesota Statutes, chapter 388 and section 393.11, subdivision 2, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.10 County Sheriff.** Minnesota County Sheriff means the sheriff under Minnesota Statutes, chapter 387, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.11 Governing Board of a County.** The Governing Board of a County means the governing body of the local unit of government responsible for the administration of public welfare programs and services, including child support, in the county or multi- county area. This may include County Boards, organized under Minnesota Statutes, chapter 375; local social service agencies, organized under Minnesota Statutes, chapter 393; Hospital Commissions, as empowered by Minnesota Statutes, chapter 393; Human Services Boards, organized under Minnesota Statutes, chapter 402; Service Delivery Authorities, organized under Minnesota Statutes, chapter 402A; or any other local unit of government which is responsible for the administration of child support enforcement services for the local area.
- 1.12 IV-D Program.** The Minnesota programs provided for by Title IV-D of the federal Social Security Act, 42 C.F.R., sections 651 through 699b, in accordance with the language of Minnesota Statutes, chapter 518A and other state and federal statutes, federal regulations, and controlling court cases in effect during the term of this Cooperative Agreement.
- 1.13 Participant.** A participant is an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.
- 1.14 Parties.** The collective Parties, STATE and COUNTY.
- 1.15 PRISM.** "PRISM" means the Providing Resources to Improve Support in Minnesota system, the statewide child support database and associated programming, which the STATE owns and maintains.
- 1.16 Program Instructions.** Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.
- 1.17 IV-D Program Requirements.** IV-D Program Requirements are the state and federal law requirements of the IV-D program.

**1.18 State Disbursement Unit (SDU).** “SDU” means the State Disbursement Unit responsible for centralized receipt and distribution of child support and other support- related payments. The SDU includes the activities and staff at the Minnesota Child Support Payment Center (CSPC), located in St. Paul, Minnesota.

**1.19 User Documentation.** User documentation is material contained in STATE’s eMilo and SIR MILO websites and available at [www.dhssir.cty.dhs.state.mn.us/PRISM](http://www.dhssir.cty.dhs.state.mn.us/PRISM).

**2. Appointment of Cooperative Agreement Manager.** Each of the parties shall have a Cooperative Agreement Manager. The STATE’s Cooperative Agreement Manager is the Child Support Division (CSD) Division Director or designee. The COUNTY’s Cooperative Agreement Manager is the individual responsible for administration of the Cooperative Agreement as designated by the Governing Board of the COUNTY.

**2.1 Contact Information for Cooperative Agreement Managers:**

**STATE:** Michele Schreifels, Director [Michele.Schreifels@state.mn.us](mailto:Michele.Schreifels@state.mn.us), CSD, 444 Lafayette, 3S, St. Paul, MN, 55155, 651-539-7907, or successor.

COUNTY Cooperative Agreement manager or successor: Name and E-mail Address:

Annie Napoli

[Annie.napoli@carltoncountymn.gov](mailto:Annie.napoli@carltoncountymn.gov)

**3. COUNTY’s Duties and Responsibilities. The COUNTY shall:**

**3.1 General Requirements.** Implement and administer the responsibilities specified in this Cooperative Agreement pursuant to the requirements of the IV-D Program. The COUNTY agrees that the functions performed and services provided or purchased by the COUNTY, as specified in this Cooperative Agreement, shall be in accordance with applicable state and federal law, User documentation, STATE and federal Office of Child Support Enforcement (OCSE) published material and correspondence, county messages, state and federally approved corrective action plans, and fiscal audits as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

**3.1.1 Policy Conflict.** If the STATE issues any of the following items that bring existing policy into question, the COUNTY has ninety (90) calendar days from the date of issuance of the policy or court decision (or 90 calendar days from the date a bill becomes law) to

make a written objection to the legal risk associated with the new or changed policy, direction, or law:

- new or changed policy;
- new or changed procedures;
- newly published Court decisions; or
- newly published state or federal law.

Once the STATE receives the written objection, the STATE shall meet with the COUNTY and any other relevant stakeholders. The stakeholders shall attempt to resolve the objection informally. The STATE may agree to reimburse the COUNTY for costs arising from adhering to the STATE's policy or direction as described in section 11.2.3 without resorting to the procedural requirements of section 11. Within thirty (30) days of meeting with COUNTY, the STATE will issue a determination.

Notwithstanding the procedural requirements of section 11, if the Parties do not agree upon an informal resolution, the COUNTY may utilize the formal dispute resolution procedure identified in Section 11.2.

**3.2 Provide Services.** Provide all appropriate IV-D Program services. These services include, but are not limited to, case intake and assessment; establishment of paternity; location of absent parents; establishment of enforceable basic support obligations; enforcement of payment of child and spousal support obligations; and establishment and enforcement of medical and child care support obligations.

**3.2.1 Provide Customer Service.** Provide direct customer service by responding to all inquiries from IV-D participants and the general public, including those inquiries related to centralized child support services. The COUNTY shall respond to participant inquiries and complaints referred from the STATE according to the policies and procedure outlined in section 3.1.

**3.3 Hold Harmless.** Except as provided in section 3.1.1, each Party is responsible for its own acts or omissions while performing the services described in this Cooperative Agreement.

**3.4 Cooperative Arrangements.** Establish and maintain written Cooperative Arrangements between the COUNTY and other county officials who have a statutory obligation pursuant to 45 C.F.R., section 302.34 to cooperate with the STATE and COUNTY as necessary to provide services required under the IV-D Program in compliance with this Cooperative Agreement.

Counties, County Attorneys, and County Sheriffs must use the standard Cooperative Arrangement, named as **Attachment A**, to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 C.F.R., section 303.107. Administrative reimbursement is available for services provided under a Cooperative Arrangement for the calendar quarter during which the Parties execute the Cooperative Arrangement and for subsequent calendar quarters that the Cooperative Arrangement is in effect. If no signed Cooperative Arrangement is in place for a calendar quarter, no federal reimbursement is available for that calendar quarter.

Submit copies of the signed Cooperative Arrangements to the Child Support Division by February 28, 2026. The STATE must review the Cooperative Arrangements and notify the COUNTY within twenty (20) business days if the Cooperative Arrangement, on its face, fails to meet the minimum specifications required under this policy.

COUNTY shall provide a signed copy of each Cooperative Arrangement to the Child Support Division no later than March 31, 2026, in order to claim IV-D federal financial participation (FFP) reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

If, at any time during the Cooperative Agreement, the COUNTY enters into Cooperative Arrangements with additional cooperating agencies, the COUNTY must immediately send a copy of the new Cooperative Arrangement to the Child Support Division.

The COUNTY may not claim IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter when copies of appropriately signed Cooperative Arrangements are not provided to the Child Support Division by the end of that calendar quarter.

- 3.5 Purchase of Services Agreements.** As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The COUNTY must fully document in the COUNTY records its determination that the amounts are reasonable and necessary. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3 below. STATE supervision of purchase of service agreements is limited to those for which FFP is available under the IV-D regulations.
- 3.6 Notification of Appeals.** With the County Attorney, notify the CSD Division Deputy Director within seven (7) business days of any IV-D case that is

appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the child support case participants or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.

**3.6.1 Notice of Substantive Adverse Decisions.** The COUNTY shall also report to the CSD Division Deputy Director any child support orders or judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.

**3.7 Internet Access.** Have and maintain access to the Internet for all of the COUNTY caseworkers.

**3.8 Provide Information.** Provide any information requested for state and federal program reviews and audits.

**3.9 Information Technology Security.** Provide for information technology security in accordance with the STATE's policies and procedures.

**3.9.1 COUNTY Security Officer.** Designate an employee as COUNTY Security Officer or Backup COUNTY Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.

**3.9.2 Security Policies, Procedures and Guidelines.** Adhere to the STATE's policies and procedures as provided in STATE's:

- Data Practices Manual;
- Information Policy Standards;
- Program instructions; and
- Office of Information Security instructions.

**3.10 Cooperation with Other Agencies.** Agree that the COUNTY, in administering the requirements of the IV-D Program, will cooperate with other Minnesota county, tribal, and state-operated economic support agencies, and other Minnesota state agencies to the extent authorized by state and federal law.

**3.11 Providing Resources to Improve Support in Minnesota System (PRISM).** Cooperate with the operation of and to use the Providing Resources to Improve Support in Minnesota System or its successor system (both hereinafter referred to as "PRISM") as agreed upon by the STATE and the COUNTY. The COUNTY and STATE shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Cooperative Agreement. Both Parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and

operational problems. The STATE acknowledges its responsibility to maintain PRISM in maximum functional status for the benefit of all COUNTY and state users. The STATE shall take all necessary actions to assure the uninterrupted availability of PRISM during normal business hours.

**3.11.1 Maintain Automation Equipment.** Maintain and not alter or add to any child support automation equipment that is physically installed by the STATE unless prior approval is given. Any costs incurred by the COUNTY because of STATE approved equipment moves shall be reimbursed per the applicable FFP rate.

**3.11.2 No Alteration of Software.** Agree that neither COUNTY nor other COUNTY staff persons working under the Cooperative Arrangement for the COUNTY will alter State of Minnesota provided software or add software programs that will adversely affect child support automation in the COUNTY without the permission of the STATE.

**3.11.3 Authorized Access to Automation Equipment.** Ensure that all automation equipment connected to the State of Minnesota computer reporting network is not accessible to persons other than those authorized by the COUNTY Security Officer for purposes of program administration and shall specifically limit such access in each Cooperative Arrangement.

**3.12 Cost-Sharing Allocation Plan.** Reimburse the STATE under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support or program administration.

**3.13 Maintain PRISM Financial Records.** Be responsible to maintain and update PRISM financial information including the following:

**3.13.1 Enter Court Order and Balance Information.** Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.

**3.13.2 Receipt and Disbursement (R&D) Adjustments.** Perform adjustments to receipt and disbursement amounts in accordance with the STATE's policies and procedures.

**3.14 Failure to Maintain PRISM Financial Records.** Be responsible for court-ordered reimbursement to case participants when the reimbursement is

caused by the failure of the COUNTY to maintain proper PRISM financial records.

- 3.15 Reimbursement for Failure to Follow Policy and Instructions.** Be responsible for reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to follow state and federal laws, Department of Children, Youth, and Families written policy directives, program instructions, or published IV-D directives that are appropriately and timely communicated to the COUNTY by the STATE or in the case of worker error. In the event of a dispute, the COUNTY may follow the procedures under Section 11.
- 3.16 Collections, Receipts, and Disbursements.** Pursuant to program instructions, (1) redirect all child support payments to the CSPC; and (2) forward any child support or other support related payments received by the COUNTY to the CSPC for receipting into PRISM within 24 hours.
- 3.17 Records Maintenance:** Maintain such records, case files, reports, evaluations, documents and accounting procedures and practices that the STATE specifies as necessary for STATE monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to STATE records retention schedules or directives allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. The COUNTY must ensure that these reports comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.
- 3.18 Confidentiality of Records.** Comply with the terms of the Information Privacy and Security Agreement (IPSA) that has been separately executed by the Parties (which is incorporated by reference into and made a part of this Cooperative Agreement) and with any successor agreement thereto, and with all applicable federal and state law governing the privacy and security of personally identifiable information about participants and others (PII). PII includes but is not limited to an individual's name, address, federal tax information (FTI), Social Security Number (SSN), and other private data on individuals (as defined in Minnesota Statutes, section 13.02, subdivision 12), whether maintained on PRISM or elsewhere by the COUNTY. The COUNTY shall develop, maintain, and enforce policies, procedures and appropriate administrative, technical, and physical safeguards to ensure PII is adequately protected against improper access, use, and disclosure. The COUNTY shall also ensure that its employees and subcontractors receive training regarding the requirements of applicable laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes,

chapter 13 and the Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and IRS Publication 1075), and that its use of PII by employees is appropriately monitored.

**3.18.1 Cooperating Agencies and Compliance with Regulations.** Ensure that Cooperating Agencies have available all information necessary to perform under the Cooperative Arrangement. The COUNTY will include in the Cooperative Arrangement language that addresses compliance with state and federal privacy and confidentiality laws and regulations. This language shall specify that the cooperating COUNTY will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purposes allowed by federal law, state law, and federal regulations governing the operation of the IV-D Program. The COUNTY and/or COUNTY security staff have the responsibility to ensure that requested access to PRISM meets the requirement of the access being necessary solely for the purposes of administration of the IV-D Program. Any request that does not meet that requirement must be denied at the local level. All requests for PRISM access must be approved by the appropriate County Security Officer before state security staff will process the request.

**3.18.2 Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program.** In the event that other individuals or other county programs request information from or access to the PRISM system through the COUNTY, the COUNTY shall recommend and grant access only for the purposes allowed by the federal and state law and regulations governing the operation of the IV-D Program. The COUNTY will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the STATE prior to the STATE granting such access. The agreements will address compliance with relevant state and federal privacy and confidentiality laws and regulations specifying that any individual granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D Program. COUNTY and/or COUNTY security staff will have the responsibility to ensure that requested information from or access to PRISM meets the requirement(s) for the purposes of administration of the Child Support Program.

Any request that does not meet that requirement must be denied at the local level. The appropriate COUNTY Security Officer or backup security officer must approve all requests for PRISM access or PRISM

information before STATE security staff will process the request. The COUNTY is responsible for ensuring that the third party complies with all data privacy laws and regulations. This provision does not prevent COUNTY from sharing information with case participants, courts, and authorized third parties pursuant to Minnesota Statutes, chapters 256; 257; 518A; 518C; 571; and Minnesota Statutes, section 13.46.

**3.18.3 Other Parties Requesting Access to PRISM or PRISM Information.**

Refer requests for access by third parties to information maintained by the PRISM system for reasons other than the purposes allowed by the federal and state law and regulations governing the operation of the IV-D program to the STATE. If the STATE releases county-specific data, the STATE will notify the COUNTY that is the subject of the request.

**3.18.4 Not a “Business Associate Agreement.”** This Agreement does not create a “business associate” relationship nor does it constitute a “business associate agreement” as defined in the Health Insurance Portability and Accountability Act (HIPAA).

**3.19 Federal Parent Locator Service.** Agree to comply with Federal and State privacy laws and regulations and the applicable provisions of the U.S. Department of Health and Human Services’ Office of the Chief Information Officer (HHS-OCIO) Policy for Information Systems Security and Privacy (IS2P) and the Automated Systems for Child Support Enforcement: A Guide for States (Federal Certification Guide). Agree to the required Federal Parent Locator Service (FPLS) cooperative agreement language for ensuring the confidentiality of FPLS, stated below.

The STATE is responsible for the issuance of User Documentation to COUNTY, which communicates the detailed requirements for the confidentiality of FPLS information.

The COUNTY shall to comply with and assume responsibility for compliance by its employees, agents, contractors and subcontractors with the following requirements:

- (1) The COUNTY shall submit requests to the FPLS solely to locate a parent for the purpose of establishing paternity, securing child support, or when applicable, to locate a parent in a paternal kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations.
- (2) The COUNTY shall educate all authorized personnel that access FPLS information on the confidentiality and security requirements of FPLS.

information, the safeguards required to protect FPLS information and child support program information, and the penalties for non-compliance.

- (3) The COUNTY shall restrict access to FPLS to authorized personnel who need the FPLS information to perform their official duties. The COUNTY must maintain a list of employees, agents, contractors and subcontractors with authorized access.
- (4) The COUNTY shall label all reports containing FPLS and to store all material containing FPLS in a locked container when the material is not in use.
- (5) The COUNTY shall immediately report any incident involving unauthorized access to or disclosure of FPLS information to the STATE.

**3.20 IRS Language for General Services.** The COUNTY shall comply with all Internal Revenue Service (IRS) procedures and safeguards (26 U.S.C., sections 6103 and 7213). The COUNTY agrees to the required IRS cooperative agreement language for ensuring the confidentiality of IRS information stated below.

The STATE is responsible for the issuance of User Documentation to the COUNTY, which communicates the detailed requirements for the confidentiality of IRS information.

**3.20.1 Performance.** In performance of this Cooperative Agreement, the COUNTY shall comply with and assume responsibility for compliance by its employees with the following Internal Revenue Service requirements as well as any other IRS requirements set forth in the Data Sharing Agreement:

- (1) All work is under the supervision of the COUNTY or the COUNTY's responsible employees.
- (2) The COUNTY and the COUNTY's employees with access to or who use FTI must meet the background check requirements defined in current STATE policy and background check requirements defined in IRS Publication 1075 when implemented in the state.
- (3) Any federal tax return or return information provided or made available by the IRS must be used only for carrying out the provisions of this Cooperative Agreement. The COUNTY must treat information contained in material provided by the IRS as confidential and not divulge or make it known in any manner to any person except as may be necessary in the performance of this Cooperative Agreement.

Disclosure to anyone other than an officer or employee of the COUNTY is prohibited.

- (4) All federal tax returns and return information provided by the IRS must be accounted for upon receipt, and properly stored before, during, and after processing. In addition, all related output must be given the same level of protection as required for the source material.
- (5) The COUNTY certifies that the IRS data processed during the performance of this Cooperative Agreement will be completely purged from all data storage components of its computer facility at the time the work is completed. If immediate purging of all data storage components is not possible, the COUNTY certifies that it safeguards any IRS data remaining as required by law in an appropriate storage component to prevent unauthorized disclosures and completes logging of said data as required by IRS Publication 1075.
- (6) The COUNTY must give the STATE or its designee any spoilage or any intermediate hard copy printout that may result during the processing of IRS data. When this is not possible, the COUNTY is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the STATE or its designee with a written statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems processing, storing, or transmitting of Federal tax information provided by the IRS must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) The COUNTY shall not subcontract work involving Federal tax information (FTI) furnished under this Cooperative Agreement without prior written notice to the IRS, pursuant to IRS Publication 1075, Sections 2.E.6.2 and 1.9.4. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the STATE's files for review. As part of the certification and, at least annually afterwards,

contractors should be advised of the provisions of Internal Revenue Code (IRC) Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy, procedure for reporting unauthorized disclosures, and data breaches. For both the initial certification and the annual certification, the contractor should sign, with either ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

- (9) The COUNTY must maintain a list of employees and subcontractors with authorized access. The COUNTY must provide such list to the STATE and, upon request, to the IRS reviewing office.
- (10) The COUNTY shall immediately report to the STATE any incident involving an actual or suspected unauthorized access, use or disclosure of FTI information, in accordance with the requirements provided in User Documentation.
- (11) The STATE has the right to revoke the County's access to federal tax information, including federal tax information on the statewide child support computer system (PRISM) if the COUNTY fails to provide the safeguards described above.

### **3.20.2 Criminal/Civil Sanctions:**

- (1) Each officer or employee of the COUNTY to whom federal tax returns or return information is or may be disclosed will be notified in writing by the COUNTY that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 C.F.R., section 301.6103(n)-1.

- (2) Each officer or employee of the COUNTY to whom federal tax returns or return information is disclosed or may be disclosed shall be

notified in writing by the COUNTY that any federal tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Cooperative Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Cooperative Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code sections 7213A and 7431.

- (3) Additionally, it is incumbent upon the COUNTY to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. section 552a. Specifically, 5 U.S.C., section 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C., section 552a(m)(1), provides that any officer or employee of a COUNTY, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**3.20.3 Inspection.** The COUNTY will complete a tri-annual COUNTY Inspection Report, administered by the STATE's IV-D program and will remedy any identified issues regarding secure FTI use and storage. The IRS and the STATE, with 24-hour notice, shall have the right to send its officers and employees into the offices of the COUNTY for inspection of the facilities and operations performing any work containing or relating to FTI to determine compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning

tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the COUNTY is found to be noncompliant with required safeguards.

- 3.21 Bonding.** In accordance with 45 C.F.R., section 302.19, the STATE is required to ensure that every person who has access to or control over funds collected under the program is covered by a bond against loss resulting from employee dishonesty. The COUNTY must bond any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections. Bonding is required due to the ability to access funds in PRISM through financial adjustments.

The COUNTY must have a minimum bonding amount of thirty thousand dollars (\$30,000) per employee. The STATE has determined this amount is sufficient to cover employee dishonesty. If the COUNTY does not have a bonding policy in place, it may establish a self-bonding system to satisfy the bonding requirements.

The minimum bonding amount does not reduce or limit the ultimate liability of the COUNTY for losses of support collections from the STATE's IV-D program.

The STATE will not collect bonding information for individual counties. The COUNTY must maintain all bonding information and is subject to the State Audit.

**4. STATE's Duties and Responsibilities.** The STATE shall:

- 4.1 General Requirements.** Perform the duties and responsibilities specified in this Cooperative Agreement in accordance with state and federal statutes, federal regulations, and controlling court cases that are in effect during the term of this Cooperative Agreement.
- 4.2 CSD Memos/Child Support Bulletins.** Maintain an index, accessible to COUNTY child support staff and County Attorneys, listing all the current COUNTY child support directives and COUNTY child support bulletins released during the Cooperative Agreement year that apply to the IV-D Program.
- 4.3 Program Instructions.** Provide notification of new pending program instructions, administrative instructions and IV-D requirements within thirty (30) calendar days of first becoming aware of them.

Develop and maintain programs and administrative instructions for administrative and child support activities relating to the IV-D Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes and federal regulations in new program and administrative instructions. The STATE will incorporate such citation in the Child Support User Documentation.

**4.3.1 Program Instruction Change.** If, after notification of new pending program instructions, the COUNTY reasonably believes that the proposed change will have a significant financial impact on the COUNTY, the COUNTY may request from the STATE a thirty (30) calendar day comment period. The request for a comment period shall be made in writing to the Child Support Division Deputy Director within ten (10) calendar days of the notification of pending program instructions and shall be accompanied by a brief written explanation of the anticipated financial impact on the COUNTY and why the COUNTY believes the impact is significant. The comment period shall be granted if (a) written request is timely made and if (b) the change is not the result of implementation of state and federal statutes, rules and regulations, court orders, or settlement agreements arising from litigation.

The STATE shall consider the fiscal impact on the COUNTY before implementing the change in requirements. It is not the STATE's intent to unilaterally impose any new, unbudgeted programs on the COUNTY.

**4.3.2 Reasonable Time Period to Implement.** Allow the COUNTY a reasonable time period in which to fully implement program instructions. Program instructions, which are the result of changes in federal or state laws, rules and regulations or court actions, may be implemented by the STATE in accordance with the implementation timeframes of the federal or state laws, rules and regulations, or court action.

**4.3.3 Extension of Time Period to Implement.** Allow the COUNTY to request an extension of the time period for implementing program instructions or requirements, which have a significant impact on the COUNTY and are not mandated by state or federal law or court order. The COUNTY may submit documentation of the hardship imposed, and the STATE may grant a reasonable exception to the implementation requirements.

- 4.4 Monitoring.** Have the discretion to monitor the COUNTY's responsibilities as defined in this Cooperative Agreement, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.
- 4.5 Comprehensive Training.** Provide comprehensive statewide training for COUNTY personnel including, but not limited to, new worker training, training related to new initiatives and PRISM enhancement, and other continuing training related to the IV-D Program. Training programs and curriculum shall be determined in consultation with the County Training Workgroup. Child Support training materials shall be made available to the COUNTY. Provision of classroom training and onsite training is subject to CSD budget limitations.
- 4.6 Information to the Public.** Provide the public with information on the Child Support Program per the requirements of 45 C.F.R., section 302.30.
- 4.7 Standard Cooperative Agreements.** Use the standard Cooperative Agreements that conform to state and federal laws when contracting with counties.
- 4.8 Central Registry.** Provide Central Registry services to counties.
- 4.9 PRISM Maintenance.** Ensure ongoing maintenance of PRISM.
- 4.10 PRISM Enhancement.** Responsible for the modification and enhancement of the PRISM system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports COUNTY program operations and performance improvements. The STATE shall take all necessary actions to modify the IV-A to IV-D (MAXIS/PRISM) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of PRISM.
- 4.11 Ownership of Software.** Retain all ownership rights in any STATE owned software or modifications thereof and associated documentation designed, developed, or installed because of this Cooperative Agreement.
- 4.12 Tax Intercept.** Certify arrears for tax intercept and other certifiable debts using PRISM account balances, as well as receive, distribute, and disburse tax intercept funds centrally through PRISM, and make information available in PRISM and other reports.

- 4.13 New Hire Reporting.** Ensure employer compliance with the reporting requirements under the Work Reporting System, Minnesota Statutes, section 142A.29.
- 4.14 Provide Direct Program Assistance to COUNTY.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct program assistance to the COUNTY, including assistance related to child support policy, PRISM processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.
- 4.15 Delegation of Authority.** Delegate to the County Attorney, as set forth in Minnesota Statutes, section 393.11, subdivision 2, its authority to provide IV-D Program legal services by appearing (a) on behalf of COUNTY in the expedited process, (b) in district court, and (c) in appellate court. The STATE shall assist the County Attorney in preparation of appeals as appropriate.
- 4.16 Confidentiality of Records.** Agree to comply with the applicable federal and state laws and STATE regulations concerning confidentiality of participant and PRISM records.

**5. Procurement.**

- 5.1 Equipment.** The COUNTY may purchase and install equipment in accordance with the STATE's manuals and procedures and industry best practices. The COUNTY shall be responsible for inventory, maintenance, replacement, and security of all such equipment.

The COUNTY shall keep all STATE-owned equipment that is located in the COUNTY in a secure place and compensate the STATE for any theft, damage, or other loss of equipment if the STATE's prescribed security precautions have not been met.

**6. Allocations.**

- 6.1 Standards of Performance and Performance Based Allocation.** The STATE shall specify standards of performance and budget an allocation to the COUNTY as its proportionate share of dollars for performance-based funding. The STATE shall distribute the available incentive funding to counties under Minnesota Statutes, sections 518A.84.
- 6.2 COUNTY Contribution.** The COUNTY agrees that performance incentives allocated to the COUNTY must be used to supplement and not supplant other funds used to carry out the child support program. The COUNTY shall maintain a minimum county contribution from local budget resources. The

minimum COUNTY contribution level for each year is computed with federal fiscal year 1998 as the base year. Under 45 C.F.R., section 305.35, a base amount of spending is determined by subtracting the amount of federal and state incentive funds earned by the COUNTY program for Federal Fiscal Year 1998 from the total amount expended by the county in the program during the same year.

This Federal Fiscal Year 1998 base year amount plus the last four (4) quarters of federal and state incentive payments earned (calculated on a rolling basis) becomes the COUNTY's estimated minimum reinvestment amount.

The COUNTY must maintain this estimated minimum reinvestment amount of county spending to demonstrate it is supplementing not supplanting. For up-to-date county estimated reinvestment amounts, refer to the Net County Admin Report available on CountyLink.

At federal fiscal year end, the STATE will reconcile each county's minimum reinvestment amount to their actual federal fiscal year expenditures. Any county whose federal fiscal year expenditures do not exceed their minimum reinvestment amount, will be responsible for the difference. The STATE will reduce their next quarterly incentive payment by that amount.

7. **Funding.** The COUNTY agrees that the obligations of the STATE under this Cooperative Agreement are limited by and contingent upon state and federal legislative authorization and budget appropriations. If, during the term of this Cooperative Agreement, the budget appropriations which fund the STATE, the COUNTY, and services under this Cooperative Agreement are not made, are repealed, or reduced by actions of the Legislature, Congress, or otherwise, the STATE's and the COUNTY's obligations under this Cooperative Agreement will be reduced, suspended, or cancelled, as deemed appropriate at the STATE's sole discretion.
8. **Federal Reimbursement.** The STATE shall reimburse the COUNTY for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the STATE under this Cooperative Agreement are contingent upon:
  - (a) substantial compliance by the COUNTY of all responsibilities identified in this Cooperative Agreement, and in accordance with state and federal laws;
  - (b) authorization of Minnesota and federal laws and availability of state and federal funds; and
  - (c) approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units.

The COUNTY must certify that any claim for reimbursement through federal financial participation (FFP) complies with the limits on FFP for IV-D expenditures

listed in 45 C.F.R., part 304. If the COUNTY has questions about whether or not an expense is eligible for reimbursement, the COUNTY may contact the STATE for guidance.

**8.1 County Income Maintenance Claims.** Claims for reimbursement must be submitted electronically pursuant to the requirements of the STATE's cost reporting system. Child Support costs must be reported quarterly on the DHS-2550 Income Maintenance Expense Report and must be submitted via web-based application to the STATE on or before the 20th day of the month following the quarter for which reimbursement is being claimed. If the 20th day of the month falls on a Saturday, the due date for the expenditure report is Friday the 19th; if the 20th is a Sunday, it is due on Monday the 21st.

For all claims submitted timely, the STATE will issue the reimbursement payment by Electronic Fund Transfer. Said reimbursements are subject to reduction and/or recovery as provided in this Cooperative Agreement. Late expenditure reports will be processed in the following quarterly payment cycle.

Reimbursement payments will be made quarterly. The reimbursement payment for each quarter consists of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

**8.1.1 County-wide Indirect Claim.** The COUNTY must submit cost allocation plans containing methodology and resulting amounts for eligible countywide indirect expenses incurred in the delivery of the IV-D Program. These plans must be certified by an independent auditing firm and be received by the STATE Financial Operations Division (FOD) by February 15th of each calendar year. Only countywide indirect costs that comply with the limitations of 45 C.F.R., part 304, and other federal and state limitations on indirect cost are eligible expenses.

One-fourth (25%) of the annual Child Support amount from the cost allocation plan will be the eligible county-wide indirect expense amount to be reimbursed each quarter. The reimbursement payment for each quarter will consist of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

**8.2 Adjusted Reimbursement Claims.** The COUNTY may submit adjustments to prior quarter DHS-2550 expenditure reports up to one year from the original quarter ending date. Child Support reimbursements resulting from

expenditure adjustments for prior quarters will be paid as part of the normal quarterly payment process.

**8.3 Non-Compliance.** The STATE may withhold or withdraw funds from the COUNTY when it is in non-compliance with this Cooperative Agreement or IV-D Program Requirements subject to the terms of this Cooperative Agreement. The STATE may withhold or withdraw funds if the STATE determines that the activities performed by the COUNTY do not meet state or federal statutes and requirements, following an opportunity for corrective actions as described in Section 8.3.1 (Compliance Review).

If there is a delay or failure to perform when such delay or failure is due to an uncontrollable circumstance that was unforeseeable, the County shall be excused from timely performance because of the uncontrollable circumstance. Uncontrollable circumstances shall include fire, flood, epidemic, wars, acts of God, unusually severe weather, or actions of public authorities that cause an inability to perform work. The COUNTY shall communicate the uncontrollable circumstance to the State as quickly as practical.

The COUNTY will begin performance as soon as the consequences of the uncontrollable circumstance are remedied to such an extent that the COUNTY is able to begin performance.

**8.3.1 Compliance Review.** The STATE will notify the COUNTY of items that require corrective action and the need for the COUNTY to develop and submit a Corrective Action Plan. The COUNTY must submit its response within ten (10) calendar days of the date of the notice under this section, unless the STATE approves an extension.

A failure by the COUNTY to implement fully a STATE approved Corrective Action Plan shall result in a payment reduction to be determined by the STATE.

**8.3.2 Advance Notice.** The STATE shall provide thirty (30) calendar days advance notice to the COUNTY when it intends to withhold or withdraw a payment pursuant to Section 8.3.1 (Non-Compliance). The STATE will schedule a conference to attempt resolve the issue that gave rise to the notice before the imposition of the withholding or withdrawal. After the conference, if there is an impasse, the COUNTY may appeal the STATE's decision as provided by Section 11 of this Cooperative Agreement.

- 8.4 Disallowances.** The STATE shall recover from the COUNTY any state or federal fiscal disallowances or sanctions attributable to actions of the COUNTY, Cooperating Agencies, or the COUNTY's subcontractors. If federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.
- 8.5 Conditions of Payment.** All services and reporting provided by the COUNTY pursuant to this Cooperative Agreement shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, rules and regulations. The STATE reserves the right to suspend, reduce, or terminate the distribution of child support funds to the COUNTY for services or reporting provided pursuant to Section 8.1 of this Cooperative Agreement found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.
- 8.6 Payment recoupment.** The COUNTY must reimburse the STATE upon demand, or the STATE may deduct from future payments made pursuant to this Agreement, any amounts paid by the STATE under this Cooperative Agreement, for which required reports have not been received, or for which the COUNTY's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform the services described in this Cooperative Agreement.

**9. Program Operation: Records, Reporting, Monitoring, and Security.**

- 9.1 Record Keeping Requirements.** At least forty-five (45) calendar days prior to the effective date of any STATE reporting or record keeping requirement issued after the beginning of the Cooperative Agreement period, the STATE shall provide the COUNTY with written notice of such a proposed reporting or record keeping requirement and allow the COUNTY an opportunity to review and comment on such a requirement. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the STATE without strict compliance with the above-stated notice and comment requirements. However, the STATE shall make reasonable efforts to solicit comments from the COUNTY prior to implementing such record keeping and reporting requirements.
- 9.2 Records Maintenance.** The COUNTY shall maintain such case files, fiscal records, financial statements, and necessary evidences of accounting procedures and practices sufficient to document the funding received and disbursements made under this Cooperative Agreement.

The COUNTY shall maintain such records, reports, evaluations, or other documents that the STATE specifies are needed for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. These reports must comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

**9.3 Records Availability.** All records maintained by the COUNTY pursuant to this Cooperative Agreement shall be available to the STATE on request and with adequate notice for inspection, examination, or audit. Except when the STATE determines that unusual or exigent circumstances exist, the STATE will give the COUNTY at least five (5) business days written notice, unless the COUNTY consents to a shorter timeframe. The STATE shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the COUNTY.

**9.4 Federal or State Authority to Review Documents.** Notwithstanding the above, nothing in this Cooperative Agreement shall be construed to limit, modify or extinguish any federal or state legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the COUNTY or to modify or limit the COUNTY's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.

**9.5 Records Security and Access.** Access to and confidentiality of all records and reports shall be maintained in compliance with the applicable federal and state laws, including Minnesota Statutes, chapter 13. Each party is responsible for compliance with state and federal data privacy laws and agreements.

**10. Annual Audit.**

**10.1 Compliance with Single Audit Act.** All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Office of Budget and Management (OMB) Circular A-133. The COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

**10.2 State Audits.** Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the

COUNTY and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.

### **10.3 Audit Disallowance.**

**10.3.1 The COUNTY's Liability.** The COUNTY shall be liable for the entire amount of the audit adjustment attributed directly to the COUNTY. If the STATE receives a federal audit adjustment based on a statewide random sample, the actual amount of a disallowance against the COUNTY shall be determined pursuant to Minnesota Statutes, section 256.01, subdivision 2(r).

**10.3.2 Fiscal Sanction.** No fiscal sanction shall be taken against the COUNTY unless it is based upon a specific law, regulation, rule, administrative instruction, or program instruction that was: (a) effective during the time period which is being audited, and (b) communicated to the COUNTY head or designee in writing by the STATE or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for sixty (60) calendar days after the date the COUNTY receives written notice of the requirement. The STATE may extend the 60-day hold-harmless period upon COUNTY's proof of hardship. The 60-day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law, federal regulations, or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law, administrative rules, or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the COUNTY's responsibility to implement policies and instructions by their effective dates.

### **10.4 Audit Adjustments**

**10.4.1 Audit Adjustment Determination.** If, pursuant to an audit under Section 10, it is determined that there is an error in the COUNTY's fiscal and service records for this Cooperative Agreement or previous Cooperative Agreements, the STATE will take steps to recover or otherwise adjust the COUNTY's reimbursement under the Cooperative Agreement. The STATE shall limit the increase or decrease to the audited error and shall confer with the COUNTY before increasing or decreasing the monthly payment for this

Cooperative Agreement. The Parties may negotiate the timing and amount of the adjustment at the COUNTY's request.

**10.4.2 Payment Adjustments.** The Parties shall attempt to negotiate the timing and payment schedule of any adjustments under this Section. The STATE may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

**11. Administrative Review.** The COUNTY shall be entitled to an administrative review if both of the following occur:

1. The STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement; and
2. The disagreement concerns: (a) reconciliation of claims and reimbursements (review is through STATE conference); (b) any financial audit of the COUNTY as described in this Cooperative Agreement (review is through the audit resolution policy); (c) any compliance review of the County as described in section 8.3; or (d) any federal audit of the COUNTY or the STATE.

**11.1 Review Process.** The COUNTY's method of resolving any dispute or controversy arising out of or relating to this Cooperative Agreement shall be the complaint process provided in this subsection. The COUNTY may address a written complaint to the CSD Division Deputy Director at the Minnesota Department of Children Youth and Families at the following address: CSD Division Deputy Director, 444 Lafayette Road North, St. Paul, MN 55155. The CSD Division Director shall respond in writing within ten (10) business days. Time periods may be extended by written agreement of the STATE and the COUNTY. If the COUNTY is not satisfied with the response, the COUNTY may request a review of the decision using the process in Section 11.2.

**11.2 Administrative Appeal.** If the STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement and a substantial interest of the COUNTY is at risk by an action of the STATE, and the dispute is not resolved in the complaint process described above or in the process described in Section 3.1.1, the COUNTY may then submit the dispute to the Department of Children, Youth, and Families (DCYF) for administrative appeal.

**11.2.1 Notice of Demand for Appeal.** Notice of a request for an administrative appeal, along with the written appeal and all supporting documentation must be submitted to the Administrative

Law Attorney (ALA) at the DCYF Office of General Counsel, 444 Lafayette Road, St. Paul, MN. 55164 within thirty (30) calendar days of the response from the CSD Division Deputy Director pursuant to Section 11.1.

**11.2.2 Process.** The ALA shall within seven (7) business days forward to the CSD Division Deputy Director a copy of the request for appeal and all supporting documentation provided by the COUNTY. The CSD Division Director shall submit a written response within fourteen (14) business days, along with all supporting documentation to the ALA. A copy of the response and all supporting materials must be sent to the COUNTY. The ALA shall make a determination based on the written submissions, statutes and case law if applicable. The ALA shall then recommend to the DCYF Commissioner a course of action in the appeal. The Commissioner or designee shall issue an order affirming, reversing, or modifying the action or decision of the STATE. This order is binding upon the COUNTY and the STATE unless an appeal is filed with the Ramsey County, MN District Court within thirty (30) calendar days of the Commissioner's order.

**11.2.3 Policy Disputes; Limited Reimbursement Guarantee.** If the ALA finds the following conditions exist:

- 1) The policy or decision has state-wide impact;
- 2) The COUNTY has identified a significant issue that poses a significant risk to the COUNTY; and
- 3) The COUNTY agrees to implement the policy or decision if the STATE reduces the risk to the COUNTY;

Then the ALA may make a recommendation to the Commissioner to direct the reimbursement of direct COUNTY costs, as described below, reasonably related to the legal risk assumed by the COUNTY for complying with the policy or direction.

Direct costs include civil damages, within tort liability limits, the costs of defense in civil litigation, the costs of appeal from district court in family, civil, and criminal cases.

## **12. General Provisions.**

**12.1 Lobbying Certification.** In conformance with federal law, the authorized COUNTY representative must review and sign either the Certificate Regarding Lobbying form (Attachment B) or the Disclosure of Lobbying Activities (Attachment C) included in this document.

**12.2 Debarment Certification.** Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions.

Pursuant to 45 C.F.R., section 92.35 and Minnesota Statutes, section 161.315, COUNTY certifies that that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

The COUNTY or any subcontractor must provide immediate written notice to the STATE if at any time the COUNTY or subcontractor learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

**12.2.1 Subcontractor Debarment.** Pursuant to title 45 C.F.R., section 92.35, and Minnesota Statutes, section 161.315, the COUNTY must require certifications from its subcontractors that none of its subcontractors is presently debarred or suspended by the State or Federal Government, or any State or Federal Departments, commissions, agencies, or political subdivisions. The COUNTY'S agreement to certify all appropriate subcontractors is a material representation upon which the STATE relies in entering into this Cooperative Agreement. The COUNTY shall provide immediate written notice to the STATE if at any time it learns that any disbarment certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

The COUNTY must use the appropriate certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in any subcontract, including the Cooperative Arrangement, in which federal money will be or may potentially be used.

Approved Certifications regarding disbarment are **Attachment D**.

**12.3 Prohibition on Weapons.** The COUNTY shall comply with all terms of the Department of Children, Youth, and Families (DCYF) policy prohibiting carrying or possessing weapons wherever and whenever the COUNTY is performing services within the scope of this Cooperative Agreement. This policy, which is located at the business location of the STATE and is available to the COUNTY upon request, is incorporated by reference into this contract. Any violations of this policy by the COUNTY or its employees may be grounds for immediate suspension of the Cooperative Agreement.

Unless otherwise directed by Ramsey County District Court Chief Judge order, the DCYF weapons provision does not apply to county attorneys and assistant county attorneys who are permitted to carry firearms in accordance with Minnesota Statutes, section 388.051, subdivision 4 which states: *“Firearms exemption. Notwithstanding section 626.84, subdivision 2, a county attorney, or an assistant county attorney appointed under section 388.10, who lawfully possesses a permit to carry a pistol issued in accordance with section 624.714 may possess and carry a firearm while on duty, unless restricted by the county attorney.”*

The DCYF weapons provision does not apply to peace officers, as defined by Minnesota Statutes, section 626.84, carrying or possessing weapons within the scope of their employment.

#### **12.4 Provisions of Services and Programs.**

**12.4.1 Funding Limitations.** Except as provided in state and federal statutes, the COUNTY shall perform the functions and provide the services within the limits of State and COUNTY appropriations used to match State and federal funds.

**12.4.2 COUNTY Funding.** Nothing in this Cooperative Agreement shall be construed to require the expenditure of COUNTY funds, except as specifically provided herein and authorized by the Governing Board of the COUNTY.

**12.4.3 Lawful Power and Duties.** Nothing contained in this Cooperative Agreement shall be construed to supersede the lawful power or duties of the COUNTY. The COUNTY shall carry out its responsibilities under the sections of this Cooperative Agreement through its appropriate COUNTY departments.

**12.5 Data Disclosure.** Under Minnesota Statutes, section 270C.65, subdivision 3, and other applicable law, the COUNTY consents to disclosure of its Social Security Number, federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies, and to state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws, which could result in action requiring the COUNTY to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. The STATE will not approve this Cooperative Agreement unless these numbers are provided by the COUNTY.

- 12.6 Liability.** To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, the COUNTY shall be responsible for any and all claims or causes of action arising from the performance of this Cooperative Agreement by the COUNTY or COUNTY agents and/or employees. This clause shall not be construed to bar any legal remedies the COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this Cooperative Agreement. The STATE's liability, if any, shall be governed by Minnesota Statutes, section 3.736.
- 12.7 Voter Registration Requirement.** The COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for COUNTY employees and for the public served by the COUNTY.
- 12.8 Conditions on the Parties' Obligations.** This Cooperative Agreement is contingent upon authorization of Minnesota and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the STATE shall serve to terminate this agreement except as further agreed by the Parties hereto.
- 12.9 Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice of law provisions, governs this Cooperative Agreement, attachments and amendments and supplements thereto. Venue for all legal proceedings arising out of this contract, or breach thereof, will be in the state or federal court, without STATE waiving its sovereign immunity, with competent jurisdiction in Ramsey County, Minnesota.
- 12.10 Severability.** If any provision of this Cooperative Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Cooperative Agreement shall remain in full force and effect.
- 12.11 Assignment, Amendments, Waiver, and Cooperative Agreement Complete.**
- 12.11.1 Assignment.** The COUNTY may neither assign nor transfer any rights or obligations under this Cooperative Agreement without the prior consent of the STATE and a fully executed Assignment Agreement, approved by the same Parties who executed and approved this Cooperative Agreement, or their successors in office.
- 12.11.2 Amendments.** Any amendment to this Cooperative Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Cooperative Agreement, or their successors in office.

**12.11.3 Waiver.** If the STATE fails to enforce any provision of this Cooperative Agreement, that failure does not waive the provision or STATE'S right to enforce it.

**12.11.4 Cooperative Agreement Complete.** This Cooperative Agreement contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this Cooperative Agreement, whether written or oral, may be used to bind either Party.

**12.11.5 Effective Date.** The effective date of this Cooperative Agreement for the payment of federal funds is first date of the quarter in which the STATE and the COUNTY obtain all required signatures under Minn. Stat. §16C.05, subd. 2.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
Signature Page Follows**

**IN WITNESS WHEREOF**, the STATE and the COUNTY agree to the terms and conditions of and have executed this Cooperative Agreement as of the day and year first above written, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

APPROVED:

1. COUNTY

Individual certifies that they are authorized to execute this Cooperative Agreement on behalf of the County.

By: \_\_\_\_\_  
Printed Name: Marv Bodie  
Title: Board Chair  
Date: \_\_\_\_\_

2. MINNESOTA DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES  
With delegated authority

By: \_\_\_\_\_  
Michele Schreifels  
Director, Child Support Division  
Date: \_\_\_\_\_

**ATTACHMENT A**

**CY 2026-2027 IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT**

**WITH**

CARLTON **OFFICES OF HUMAN SERVICES,**

**COUNTY SHERIFF and COUNTY ATTORNEY**

The CARLTON Office of Human Services (hereinafter "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency") and the CARLTON County Attorney (hereinafter, "County Attorney"), and the CARLTON County Sheriff (hereinafter "County Sheriff") hereby enter into the following Cooperative Arrangement.

**RECITALS**

Whereas, the COUNTY and its County IV-D Agency, according to Minnesota Statutes, section 393.07, subdivisions 2 and 3 and through their Cooperative Agreement with the Minnesota Department of Children, Youth, and Families, are responsible for operation of child support services;

Whereas, the COUNTY is also empowered to enter into Cooperative Arrangements with the County Sheriff and the County Attorney pursuant to Minnesota Statutes, chapter 388 and Minnesota Statutes, sections 393.11 and 471.59;

Whereas, the County Attorney is willing and able to provide legal services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 U.S.C., sections 651 through 699Bb;

Whereas, the County Sheriff is willing and able to perform activities necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act;

Whereas, the above-referenced entities enter into this Cooperative Arrangement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act; and

Whereas, Title IV-D of the Social Security Act, Public Law 93-647, as amended, and 45 C.F.R., section 303.107 require a Cooperative Arrangement between the COUNTY and the other county entities that are a party to this Cooperative Arrangement, namely the County Attorney and the County Sheriff, in order to compensate said county entities with respect

to reimbursement for costs incurred in providing services necessary to operate the child support enforcement system under Title IV-D of the Social Security Act.

**NOW, THEREFORE, BE IT RESOLVED** that the parties hereby agree as follows:

**I. GENERAL TERMS**

- A. **Duration of Arrangement.** It is agreed that this Cooperative Arrangement will commence on **January 1, 2026**, and will expire on **December 31, 2027**. The Cooperative Arrangement may be terminated earlier upon sixty (60) days written notice to all other parties. This Cooperative Arrangement shall be renewed upon written agreement of all parties.
- B. **Effective date for payment of federal funds.** The effective date of this Cooperative Arrangement for the payment of federal funds is the first date of the quarter in which the COUNTY, County Attorney, and County Sheriff obtain all required signatures.
- C. **Purpose.** The purpose of the child support program is to establish paternity and secure financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act. In order to meet this purpose, this Cooperative Arrangement establishes procedures for the provision of services to the child support program by the County Attorney, and the County Sheriff.
- D. **Parties.** "Parties" means the COUNTY and the Cooperating Agencies. "Cooperative Agency" is defined in the Cooperative Agreement.
- E. **STATE.** "STATE" means the Minnesota Department of Children, Youth, and Families, Child Support Division.
- F. **DCYF.** "DCYF" means the Minnesota Department of Children, Youth, and Families
- G. **CSD.** "CSD" means the STATE's Child Support Division.
- H. **Duties.** The specific duties of each Party are set forth more fully below. This Cooperative Arrangement also provides for reimbursing administrative costs in accordance with federal regulations and state policy.
- I. **Amendments.** Any amendment to this Cooperative Arrangement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Cooperative Arrangement, or their successors in office. Any amendment of this

Cooperative Arrangement must be sent to the DCYF' Deputy Director of the Child Support Division.

- J. **Records.** The parties will maintain all records, including financial records, related to all services provided under this Cooperative Arrangement for the longer of six (6) years following the end date of this agreement or as otherwise provided by law. Record maintenance will be in accordance with all federal, state, and local records retention policies, reporting and safeguarding requirements. Records related to services provided under this Cooperative Arrangement will be made available and subject to state and federal review and audit.

Pursuant to 45 C.F.R., section 303.2(c) staff with PRISM update access shall appropriately document case activity. For staff that do not have PRISM update access, the responsible party shall ensure that IV-D case activity is recorded by the appropriate staff. Said documentation shall include the date of action, a description of services rendered, and the result of the action.

All IV-D related contacts, actions and other appropriate IV-D case activity must be recorded as case events in PRISM by the COUNTY. "PRISM" is defined in the Cooperative Agreement.

Case records that are held or maintained by the COUNTY must be maintained pursuant to the requirements under 45 C.F.R., section 303.2(c) and referenced by a note in PRISM. The note must identify the nature of the records and the specific location of the records.

- K. **Applicable Laws and Policies.** All Parties will comply with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota laws and statutes.
1. **Policy Dispute**  
The County Attorney may seek review of STATE policies through this section or through section 3.1.1 of the Cooperative Agreement, acting as the COUNTY.
    - a. **CARC Review**  
The County Attorney shall be entitled to an administrative review of the STATE's interpretation of the above policies and procedures,

if the CARC agrees that the difference in interpretation has a state-wide impact to multiple cases and the CARC agrees on a recommended resolution of the dispute. "CARC" is defined in the Cooperative Agreement.

b. Procedure

The County Attorney shall bring its disagreement with the STATE's interpretation to the CARC. The CARC shall decide whether to submit the dispute to the CSD Division Deputy Director. If a dispute is submitted to the STATE, it must clearly state the following information in writing: The disputed policy; exactly what part of the policy is disputed; the legal and/or policy reasons for the difference in interpretation; and a proposed solution to the differences in interpretation. The CSD Division Deputy Director and the CARC shall attempt to resolve the disagreement in an informal manner. If the CARC and the CSD Division Deputy Director are unable to reach an informal resolution of the policy dispute, the CARC may request the CSD Division Deputy Director to issue a written decision. The CSD Division Deputy Director shall issue a written decision as soon as practicable. If the CARC disagrees with the written decision, the CARC may seek mediation of the policy dispute through the Minnesota Office of Administrative Hearings (OAH). The County Attorney's office initiating the policy dispute shall be responsible for the payment of mediation fees. The decision of OAH is binding upon the COUNTY and the STATE unless an appeal is filed with the district court within thirty (30) calendar days of the OAH decision.

L. **Monitoring and Corrective Action.** The COUNTY's performance, as set forth in this Cooperative Arrangement, may be monitored by the STATE as needed to ensure effective implementation of its terms and to identify problems that affect the delivery of services covered by the Cooperative Arrangement. The STATE may direct the COUNTY to develop corrective action plans as necessary to avoid fiscal sanctions, which may result if the COUNTY does not meet its obligation under this Cooperative Arrangement. The COUNTY must notify the STATE of conditions that have caused or may hinder its ability to meet its obligations under this Cooperative Arrangement. The COUNTY will develop corrective action plans and comply with them. The Cooperating Agencies agree to comply with any state or federally approved corrective action plans.

M. **FFP Reimbursement for Child Support Activities.** The COUNTY agrees to comply with the provisions of 45 C.F.R., section 304.21, federal financial participation (FFP), in the costs of Cooperative Arrangements, as a condition

for FFP. The COUNTY may be reimbursed for administrative expenses incurred as a result of the activities performed under this Cooperative Arrangement. Said reimbursement shall not exceed the percentage set by federal regulations or state statutes, and it may change during a given calendar year.

The STATE will send written notification to the COUNTY as soon as the STATE is officially notified of a proposed change in the reimbursement rate for administrative expenses, and the county shall notify Cooperating Agencies as soon as they are aware of any changes.

- N. **COUNTY's Duties, Functions, and Responsibilities.** The COUNTY is responsible for administering the program to establish paternity, establish and enforce child support, medical support, and child care support orders, and to enforce spousal support orders pursuant to state and federal law.

The COUNTY will seek reimbursement for the allowable costs incurred under the terms of this Cooperative Arrangement by appropriately reporting those costs to the STATE.

## II. Information Privacy

The requirements contained in the Information Privacy and Security Agreement (IPSA) that has been separately executed by COUNTY and DCYF, and any successor agreement thereto, are hereby incorporated by reference into and made part of this Cooperative Arrangement. The Parties to this Cooperative Arrangement agree that the IPSA governs the Parties' access, use, disclosure of, and responsibilities for protected information (as defined in the IPSA) administration of the Parties' administration of relating to the Title IV-D of the Social Security Act.

Additionally, the Parties agree to comply with the following provisions:

- A. **Confidentiality.** The information exchanged under this Cooperative Arrangement shall not be disclosed to individuals or agencies other than as provided in 45 C.F.R. sections 202.50 and 303.21, and as provided by the laws of the State of Minnesota. Information exchanged under this Cooperative Arrangement will only be used to promote or support the administration of programs authorized to share information under Title IV-D of the Social Security Act.
- C. **Data Privacy.** For purposes of executing its responsibilities and to the extent set forth in this Cooperative Arrangement, all of the Parties to this Cooperative Arrangement shall be part of the "welfare system," as defined in Minnesota Statutes, section 13.46, subdivision 1. To the extent permissible

by law, each Party's employees and agents will have access to private or confidential data maintained by the other Parties to the extent necessary to carry out COUNTY's responsibilities under this Cooperative Arrangement.

- D. ***Duty to ensure proper handling of protected information.*** The COUNTY shall be responsible for training its employees (and employees of (a) the County Human Services Agency, (b) the County Attorney's Office, and (c) the County Sheriff's Department) who are authorized to access and use protected information collected under the terms and for the purposes specified in this Cooperative Arrangement. This responsibility includes ensuring that staff are properly trained and comply with the following:
1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular, section 13.46 (welfare data);
  2. Security and Confidentiality of Department of Public Safety Driver and Vehicle Service (DVS) data;
  3. Internal Revenue Service (IRS) procedures and safeguards for the confidentiality and security of IRS sourced data under 26 United States Code, sections 6103 and 7213, and the penalties for misuse of IRS sourced data, under 26 United States Code, sections 7213 and 7431, and 26 Code of Federal Regulations, section 301.6103(n)-1;
  4. Federal Parent Locator Service and Child Support Program information privacy and safeguards, including information derived from the National Directory of New Hires, the Debtor File, and the Federal Case Registry, and the Federal Privacy Act; and
  5. Any other applicable state and federal statutes, rules, regulations, and agreements affecting the collection, storage, use and dissemination of private or confidential information.
- D. Minimum necessary access to protected information. The Parties shall comply with the "minimum necessary" access and disclosure standards set forth in the MGDPA. The accessing, use, and disclosure of protected information is limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." Minnesota Statutes, §13.05, subd. 3.
- E. Each party shall.

1. Maintain appropriate safeguards to prevent inappropriate access, use, or disclosure of protected information by its employees other than as provided for by this Cooperative Arrangement or as otherwise required by law;
2. Immediately report any inappropriate access, use, disclosure, or unauthorized access to protected information not authorized by this Cooperative Arrangement of which it becomes aware;
3. Ensure that any agents (including subcontractors), analysts, and others to whom it provides private or confidential data, agree to be bound by the same restrictions, conditions, and training that apply to it with respect to such information;
4. At termination of this Cooperative Arrangement, extend the protections of this Cooperative Arrangement to protected information collected during the course of this Cooperative Arrangement.

**F. *Family Violence Indicator.***

Pursuant to Minnesota Statutes, section 257.70 and federal law, the COUNTY and the Parties to this Cooperative Arrangement may not release information about the whereabouts of a person, if it has knowledge that a protective order with respect to the other party has been entered, or if the COUNTY has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought. Child support workers are required to safeguard the privacy of said individuals by entering a safety concern indicator in PRISM.

Protected information, which includes information stored in or accessed from the PRISM system, includes information about all case participants, including persons with privacy protection. The COUNTY and the Parties to this Cooperative Arrangement will explain the sensitive nature of the safety concern indicator to all personnel with access to case information and will comply with safeguards to protect the privacy of all parties, including individuals protected with a privacy protection indicator.

Information about protected individuals may not be published, used, transmitted, or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

**G. *Maintaining the Security of Protected Information Stored in or Accessed from the PRISM System.***

Protected information shall be stored in a place physically secure from access by unauthorized persons in conformance with DCYF Child Support Division manuals and instructions regarding computer security. The manual is found in the CSD User Documentation. County Security Officers and local agencies can access the manual on DHS-SIR at <https://www.dhssir.ctv.dhs.state.mn.us/PRISM>.

The COUNTY and the Parties to this Cooperative Arrangement shall require that all personnel with access to protected information will adhere to the policies and procedures of the CSD and state statutes regarding confidentiality and computer access that are referenced in the CSD User Documentation. The CSD Division Director or his/her designee may review each staff person's access to protected information to ensure that the level of access is consistent with their job duties.

- H. ***Hold Harmless for data practices violations.*** The Parties are responsible for their own acts or omissions while performing the services described in this Cooperative Agreement.

### III. PROVISION OF LEGAL SERVICES

- A. ***Duties of the COUNTY.*** The COUNTY shall:
1. Refer appropriate cases to the County Attorney as provided for in federal regulations, state law, and policy.
  2. Supply the County Attorney with appropriate information as provided for and defined in the federal regulations, the IV-D Program, the State Plan for Support Collection and Establishment of Paternity under Title IV-D of the Social Security Act, and state policy in accordance with DCYF Child Support Division Program Manuals (DHS eMILO and SIR MILO) and other program instructions DCYF may release from time to time.
  3. Assist the County Attorney and the courts in carrying out programs for establishing paternity and securing support for children from legally liable persons.
  4. Notify the County Attorney about failures to comply with court-ordered child support and maintenance whenever legal action appears necessary.

5. Consult with the County Attorney about any issues of law that may arise should the COUNTY need legal advice or counsel.
6. Assist in the service of process when the opportunity occurs to serve process before referral to the County Sheriff or other contracted process server.
7. Reimburse the County Attorney for providing services as specified in this Arrangement to the extent these services are federally required activities and services as provided in federal regulation and the IV-D Program.
8. Take any actions necessary to assist the County Attorney in meeting the federally mandated performance standards as set forth below.

**B. *Duties of the County Attorney.*** The County Attorney shall:

1. Take appropriate legal action, including making court appearances, to carry out the IV-D Program. The County Attorney agrees that the functions performed and services provided shall be performed in accordance with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All Parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes. The County Attorney agrees that disagreements over policy and procedure shall be handled through the CARC via section I, paragraph H of this arrangement or through the procedures in sections 3.1.1 of the Cooperative Agreement between the STATE and the COUNTY.
2. Review evidence and determine the adequacy of the evidence for court action.
3. Act on behalf of another COUNTY or Tribal IV-D Program or County Human Services Department upon their mutual agreement or as provided by state law or policy.
4. Counsel and advise the COUNTY with regard to issues of law and procedure and act as legal advisor for the COUNTY pursuant to Minnesota Statutes, chapter 388. The County Attorney will refrain

from acting as counsel for or providing legal advice to applicants or recipients of IV-D services.

5. Inform the COUNTY of statutory and case law changes that may affect the COUNTY in any of its child support enforcement functions.
6. With the COUNTY, notify the CSD Division Deputy Director within seven (7) calendar days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the case parties or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.
7. In coordination with the COUNTY, report to the CSD Division Deputy Director within seven (7) calendar days of becoming aware of any child support judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
8. Retain records and make reports to the COUNTY, DCYF, the court and law enforcement agencies as required by federal regulations and state policies for the effective and efficient administration of the IV-D Program.
9. Fully cooperate with the COUNTY and DCYF with respect to the monitoring and evaluating activities pertaining to this Cooperative Arrangement.
10. Dedicate the necessary staff and equipment necessary to meet the performance standards set forth below.
11. Determine whether handling any particular case would constitute a conflict of interest or otherwise be professionally improper. If so, the County Attorney may select another attorney to handle the case at the same compensation rate as provided in this Cooperative Arrangement. The County Attorney shall require and ensure that the other attorney complies with the terms and conditions of this agreement.
12. Sign off, along with the COUNTY, on any corrective action plans developed as a result of deficiencies noted during a county review.
13. Prepare pleadings, including summons, petitions, orders to show cause, motions, and other necessary legal documents. Utilize relevant PRISM documents as consistent with eFiling and eService.

- requirements. Draft interim orders. Prepare court orders, temporary orders, and judgments as necessary.
14. Cooperate with county, tribal, and state-operated economic support agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the IV-D Program.
  15. Attend, if available, relevant training sessions provided by the COUNTY or the STATE.
  16. Meet with the COUNTY Child Support Deputy Director as requested regarding policy and procedural issues.

**C. County Attorney Performance Standards.** The County Attorney shall:

1. In recognition of the Family Support Act of 1988, Public Law 100-485, and the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, the COUNTY and County Attorney will collaborate to meet the federally determined time limits for services as set forth by federal law and in accordance with Minnesota law, regulations, and policy. The federal time limits (including, but not limited to, those found at 45 C.F.R., sections 303.2 through 303.11; 303.30 through 303.31; 303.72; 303.100 through 303.102; 305.20; 42 U.S.C., sections 453A and 466(a)(10)) will be the primary standard against which performance under this Cooperative Arrangement will be measured.
2. Promptly notify the COUNTY of any actions that the COUNTY must take in order for the County Attorney to meet these performance standards.
3. Communicate with the COUNTY concerning child support cases prior to hearings;
4. Communicate, to the extent practicable, with opposing counsel prior to hearings;
5. Reserve, to the extent that it is within the County Attorney's control, the necessary time and resources necessary to effectuate the timely resolution of child support legal issues;
6. Meet all timeframes for taking legal actions and establishing and enforcing orders as set forth in the federal regulations and state policies, recognizing exigent circumstance.

7. Cooperate with the COUNTY to meet federal timeframes for IV-D Program services:
  - i. Within ninety (90) calendar days of locating the alleged father or noncustodial parent, establish paternity and establish an order for support or complete service of process necessary to commence proceedings.
  - ii. For cases in which service of process is necessary, establish paternity and establish an order for support:
    - Within six (6) months in 75% of the cases; and
    - Within twelve (12) months in 90% of the cases.
  - iii. From the date of service of process:
    - Within one hundred eighty (180) calendar days of receiving a request for review or locating the non-requesting parent, review and adjust the order or determine that the order should not be adjusted.
8. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Arrangement with or sub-contracts/Cooperative Agreements with DCYF.

- D. **Reimbursement to the County Attorney.** Reimbursement to the County Attorney shall be for the actual cost of providing services to the COUNTY incurred by the County Attorney's office. Payments claimed and paid shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 388.

The County Attorney is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.

1. **County Attorney Time:** The County Attorney must track and account for attorney time expended on IV-D cases. If the IV-D program dedicates staff at 100% to eligible IV-D activities under Federal Regulations, the County Attorney may seek reimbursement for 100% of eligible staff time. For attorneys and staff that work on eligible IV-D

cases less than 100% of the time, the attorney and staff time may be accounted for in one of two ways:

- i. *Hourly Cost Method.* The County Attorney may track County Attorney and support staff time on an hourly basis; OR
  - ii. *Time Study/Salary Method.* The County Attorney may use a periodic time study to determine the proportion of time the County Attorney staff spends on IV-D Program activity versus all other activity. The office must regularly complete time studies. The study will be completed as follows:
    - a. All County Attorney staff providing IV-D Program services will complete a week-long time study each month. The study will record time spent on IV- D Program activity.
    - b. The results of each study will determine that percentage of time spent per staff person for IV-D Program services in relation to that person's total hours worked per month.
    - c. Reimbursement will be determined by applying the percentage of time determined to have been used for IV-D Program activity for an individual staff member to that individual's direct salary and benefits costs.
2. **County Attorney Costs:** The County Attorney must track and account for costs expended on IV-D cases. Direct costs must be accounted and claimed. Indirect costs may be claimed in accordance with Federal Regulations, 22 C.F.R., section 225, and OMB circular A-87, but the County Attorney, in cooperation with the COUNTY, must ensure that indirect costs are not double counted (i.e. claimed by both the COUNTY and County Attorney).

Reimbursement Estimate to the County Attorney:

The amount budgeted for eligible IV-D cases services provided by the County Attorney to the COUNTY in the budget year preceding this contract was \$32,000.00.

*Note: Estimated County Attorney costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.*

The total estimated County Attorney costs for each of the applicable COUNTY budget years of this contract are as follows:

2026: total estimated cost of \$11,000.00

2027: total estimated cost of \$11,300.00

If the estimated County Attorney costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

NA

---

The parties realize that the actual costs incurred and claimed by the County Attorney may exceed or stay below the estimated costs.

**E. *Reimbursement Terms to the County Attorney.***

1. The County Attorney will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. If the COUNTY determines that the County Attorney is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Attorney will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section III, paragraph C of this Cooperative Arrangement, and delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

**IV. PROVISION OF SERVICES BY THE COUNTY SHERIFF**

- A. *Duties of the COUNTY.*** The COUNTY shall:

1. Supply appropriate information as provided for and defined in federal regulations and state law and policy.
2. Reimburse the County Sheriff for the provision of services as specified in this Cooperative Arrangement to the extent that those services are federally required activities and services as provided in the federal regulations and the IV-D Program.

**B. *Duties of the County Sheriff.*** The County Sheriff shall:

1. Process Service:
  - a. Upon request, provide services to the COUNTY by performing service of process in Title IV-D cases, including, but not limited to, the service of summons, complaints, orders to show cause, motions, court orders, subpoenas, warrants, and writs of attachment.
  - b. Make diligent attempts to serve legal papers on IV-D participants believed to be residing in the county.
  - c. Document all service of process and attempted service of process by providing a proof of (attempted) service in the form of a server's affidavit or certificate of service. The affidavit or certificate must state the date, time and place of service, whether the respondent was personally served. For serving a summons, the server must also endorse the summons and indicate thereon the time and date, the place and manner of service, and upon whom service was made.
2. Execution of Warrants:
  - a. Check the records for outstanding child support warrants, whenever civil papers are served on any person or an arrest is made for any reason.
  - b. With due diligence, execute bench warrants, and orders for arrest or commitment in IV-D cases. If there are questions about the validity of said orders or the identity of the party, contact the COUNTY immediately.
  - c. Return all withdrawn IV-D warrants to the COUNTY.

3. Locate Services: Respond to COUNTY requests for location information by accessing available resources, such as the Minnesota Bureau of Criminal Apprehension, Crime Information Bureau and out-of-county and out-of-state law enforcement agents.
4. Security Services:
  - a. To provide a bailiff to be present at IV-D hearings as requested by the COUNTY, the County Attorney, or as ordered or directed by the court.
  - b. Upon request, provide special security service to the COUNTY and to the courts.
  - c. Escort respondents who are in custody to hearings scheduled by the COUNTY and arrange for transportation of persons arrested in other counties.
5. Other Services:
  - a. Provide daily jail and Huber (work release) rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
  - b. Upon request, meet with the COUNTY Child Support Deputy Director regarding policy and procedural issues.
  - c. Ensure equal opportunity and equal access in service delivery. This includes the use of interpreters or procedures for acquiring translation and interpretation services when needed and the provision of reasonable accommodations or aids for people with disabilities.

**C. County Sheriff's Department Standards of Performance.**

1. Process Service
  - a. Execute due diligence by making at least three attempts to serve the respondent at each possible location furnished by the COUNTY. The County Sheriff may make fewer than three service attempts at a particular location, if, after attempting service, it is determined that further attempts at that particular location would be futile.

- b. Effectuate service of process to meet due process requirements as set forth under Minnesota statutes.
2. Execution of Warrants
  - a. With due diligence, execute bench warrants and arrest/commitment orders in IV-D cases.
  - b. If there are questions about the validity of any warrant or the identity of the party, contact the COUNTY within ten (10) days.
  - c. Return all withdrawn IV-D warrants to the COUNTY within ten (10) days of withdrawal.
3. Locate Services
  - a. Respond to COUNTY requests for location information by accessing available resources such as National Crime Information Center (NCIC) and the Bureau of Criminal Apprehension (BCA) and other automated resources with due diligence.
4. Security Services
  - a. With advanced notice, provide special security service to the COUNTY and to the courts.
5. Other Services
  - a. On a daily basis, provide daily jail and Huber rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
  - b. Meet with the COUNTY Child Support Deputy Director as requested, regarding policy and procedural issues.
  - c. Cooperate with the COUNTY to meet federal timelines for IV-D services:
  - d. Within seventy-five (75) days of determining that location is necessary, access appropriate locate sources.

- e. If service of process is necessary, service must be completed or unsuccessful attempts must be documented within sixty (60) calendar days of identifying a delinquency, or of locating the noncustodial parent, if location is necessary.
- f. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Agreement with the State of Minnesota Department of Children, Youth, and Families.

**D. Reimbursement to the County Sheriff.**

- 1. The County Sheriff will be reimbursed for the actual cost of providing services to the COUNTY incurred by the County Sheriff's office. Payments claimed shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 387.

The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program.

Reimbursement Estimate to the County Sheriff:

The amount budgeted for eligible IV-D cases services provided by the County Sheriff to the COUNTY in the budget year preceding this contract was \$9,767.00

The total estimated County Sheriff costs for each of the applicable COUNTY budget years of this contract are as follows:

Note: Estimated County Sheriff costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.

2026: total estimated cost of \$2,000.00

2027: total estimated cost of \$2,060.00

If the estimated County Sheriff costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

\_\_\_\_\_

The parties realize that the actual costs incurred and claimed by the County Sheriff may exceed or stay below the estimated costs.

**E. *Reimbursement Terms to the County Sheriff.***

1. The County Sheriff will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.
4. If the COUNTY determines that the County Sheriff is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Sheriff will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section IV.C., delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

**V. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participants (County Attorney and County Sheriff) must certify the following, as required by the regulations implementing Executive Order 12549:

**A. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**

Instructions for Certification:

1. By signing and submitting this Cooperative Arrangement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549 (Debarment and Suspension). You may contact the person to which this Cooperative Arrangement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is

not proposed for debarment under title 48 of the C.F.R., part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under Title 48 of the C.F.R., part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this Cooperative Arrangement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Cooperative Arrangement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE FOLLOWS**

**THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS COOPERATIVE ARRANGEMENT, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN THIS COOPERATIVE ARRANGEMENT.**

**Parties:**

CARLTON

COUNTY NAME

SIGNATURE of Person Authorized to Execute Arrangement on Behalf of County

Name: Marv Bodie

Date: \_\_\_\_\_

Title: Board Chair

County Attorney Signature  
(REQUIRED ON ALL ARRANGEMENTS)

Name: Jeff Boucher

Date: \_\_\_\_\_

County Sheriff Signature  
(REQUIRED ON ALL ARRANGEMENTS)

Name: Kelly Lake

Date: \_\_\_\_\_

**Approved By:**

SIGNATURE of Director, Minnesota Child Support  
Division, Children and Family Services,  
Minnesota Department of Children, Youth, and Families  
Michele M. Schreifels

Date: \_\_\_\_\_

**ATTACHMENT B**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" (Attachment C), in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By \_\_\_\_\_  
(Signature of Official Authorized to Sign Application)

Name <sup>Marv Bodie</sup> \_\_\_\_\_

Title \_\_\_\_\_

For CARLTON \_\_\_\_\_ County Child Support

**ATTACHMENT C**

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1362  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046  
(Reproduced by DCF)

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. cooperative agreement  <input type="checkbox"/> b. grant  <input type="checkbox"/> c. cooperative agreement  <input type="checkbox"/> d. loan  <input type="checkbox"/> e. loan guarantee  <input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application  <input type="checkbox"/> b. initial award  <input type="checkbox"/> c. post award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a. initial filing  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b></p> <p>year <input type="text"/> quarter <input type="text"/>  date of last report <input type="text"/></p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee  <input type="checkbox"/> if known: <input type="text"/></p> <p>Congressional District, if known: <input type="text"/></p>		<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p><input type="text"/>  <input type="text"/>  Congressional District, if known: <input type="text"/></p>
<p><b>6. Federal STATE/Agency:</b></p> <p><input type="text"/></p>	<p><b>7. Federal Program Name/Description:</b></p> <p><input type="text"/></p> <p>CFDA Number, if applicable: <input type="text"/></p>	
<p><b>8. Federal Action Number, if known:</b></p> <p><input type="text"/></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ <input type="text"/></p>	
<p><b>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</b></p> <p><input type="text"/></p>		<p><b>10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b></p> <p><input type="text"/></p>
<p><b>11. Amount of Payment (check all that apply):</b></p> <p>\$ <input type="text"/> <input type="checkbox"/> actual <input type="checkbox"/> planned</p>		<p><b>13. Type of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other specify: <input type="text"/></p>
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind specify: nature <input type="text"/>  value <input type="text"/></p>		<p><input type="text"/></p>
<p><b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11:</b></p> <p><input type="text"/></p>		
<p><b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p><b>16. Information requested through this form is authorized by title 31 U.S.C. section 1362. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the bar above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1362. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b></p>		<p><b>Signature:</b> <input type="text"/></p> <p><b>Print Name:</b> <input type="text"/></p> <p><b>Title:</b> <input type="text"/></p> <p><b>Date:</b> <input type="text"/></p>

DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

0348-0046  
(cont.)

Reporting Entity:  Page  of

**INSTRUCTIONS FOR COMPLETION OF SF-LLL**

**DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
 (a) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter LastName, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the

officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

#### **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.**

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participant (subcontractor) must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction,

unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

A-6  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: 1-6-2026  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: Annie Napoli/Joanne Erspamer

Title of Item for Consideration: Agreements Under Opioid Settlement - ARC, Essentia, and Wellness in the Woods

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time
- Award contract or bid
- Approve by board action (motion and second only-i.e. refill position)
- Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED)
- 

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget
- Yes  No  NA Budget adjustment required
- Yes  No  NA Reviewed by Finance Committee

**Staffing Impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected
- Yes  No  NA Applicable job description(s) may require revision
- Yes  No  NA Item may change the department's authorized staffing level
- Yes  No  NA Reviewed by Human Resources

**Other**

Yes  No  NA Reviewed by other Committee, Board or Commission

If yes, committee name & recommendation:

The budget amounts and workplans were reviewed and approved at the 12-11-2025 County Board Meeting.

**Summary**

Amounts for agreements:

Wellness in the Woods: \$36,810 to provide supervision and training for Peer Support Specialists working with the Carlton County Jail and support to individuals with SUD/ODU in recovery.

Essentia: \$13,336 to ID or develop strategy outcomes for the evidence-based activities in Carlton Co

Arrowhead Regional Corrections: \$10,000 to ID inmates at NERC who live in Carlton County with opioid use disorder as a candidate for sublocade.

**Supporting Attachments**

Agreements Under Opioid Settlement - ARC, Essentia, and Wellness in the Woods

Amount of Contract: \_\_\_\_\_

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

**Carlton County – Opioid Remediation Project – Supporting incarcerated individuals at  
Northeast Regional Corrections Center with Medication for Opioid Use Disorder –  
Sublocade**

THIS AGREEMENT, by and between the CARLTON COUNTY PUBLIC HEALTH AND HUMAN SERVICES, 14 North 11th Street, Cloquet MN 55720 (hereinafter referred to as the “Carlton County”) and Arrowhead Regional Corrections, 320 West 2<sup>nd</sup> Street, Duluth MN, 55802 (hereinafter referred to as “Provider”) for the specified below.

WITNESSETH:

WHEREAS, *Carlton County* administers the Opioid Remediation Project Settlement Funds (hereinafter referred to as the “funding”) for the purpose of providing opioid remediation in Carlton County pursuant to the 2021 national settlements reached with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen and opioid manufacturer Johnson & Johnson;

WHEREAS, *Carlton County* obtained approval on December 11, 2025, when the Carlton County Board of Commissioners supported the workplan and budget for the fourth year of the proposed projects; including expenditures for the *Provider’s* participation in the funding;

WHEREAS, *Carlton County* wishes to purchase such services from the Provider;

WHEREAS, the *Provider* meets the requirements for desired services authorized by the Carlton County; and

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, *Carlton County* and the *Provider* agree as follows:

1. Services to be Purchased and Effective Dates of Service

A. *Carlton County* agrees to purchase, and the *Provider* agrees to furnish the following services in Carlton County Communities:

- I. Identify inmates at Northeast Regional Corrections Center who live in Carlton County with opioid use disorder as a candidate for medication – sublocade.
- II. Administer sublocade to identified inmates and provide oversight and monitoring of medication.
- III. Provide invoices for the administration of medication to Carlton County Public Health and Human Services
- IV. Provide narrative reports quarterly on individuals receiving the medication

B. **Term**

This Agreement shall commence on 1.1.2026 and shall remain in effect for a period of one (1) year - (“Initial Term”), unless earlier terminated in accordance with this Agreement.

**C. Renewal**

Upon expiration of the Initial Term, the County may, at its sole option, renew this Agreement for up to two (2) additional one-year terms (“Renewal Terms”) under the same terms and conditions, except as may be amended by mutual written agreement of the parties. The County shall provide written notice to the Contractor of its intent to renew not less than thirty (30) days prior to the expiration of the then-current term.

**D. Compensation and Total Contract Value**

The total compensation payable under this Agreement for the Initial Term shall not exceed (the 2026 amount of \$10,000). Compensation for any Renewal Term shall be subject to the availability and appropriation of funds by the County Board and (may not exceed the amount authorized by the County in writing for that Renewal Term, and shall be subject to the availability of funds). No increase in the total contract price shall be effective unless approved in writing by the County in accordance with Minnesota Statutes, including Minn. Stat. § 471.345.

2. Cost of Services

Cost of Services shall be as follows: Total Budget: \$10,000.00

- A. Administration of medication sublocade to inmates at NERCC from Carlton County for up to \$10,000.00

3. Payment Process

- A. *Carlton County* will direct Carlton County Public Health and Human Services, as fiscal agent, to issue payment to the *Provider* **upon receipt of an invoice from the Provider quarterly by the tenth day of the month, commencing on the Effective Date.**

4. Conditions of the Parties Obligations

- A. Arrowhead Regional Corrections are responsible the activity referred to below in the MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT, Exhibit A, Part One: Treatment – D. Address the Needs of Criminal Justice-Involved Persons, numbers 4 and 5, and will be carried out at Northeast Correctional Center. *Provider* agrees to all expectations within this document.
- B. Reporting: The *Provider* will provide financial reports to *Carlton County*, in the format requested. These reports will include fiscal reports detailing the expenditures made

during the previous 3 months, by line item. Arrowhead Regional Corrections will be responsible to track and report data in a quarterly narrative report as outlined in a reporting document, Attachment A. These reports will be provided to the DHS through the funding reporting required by *Carlton County*.

*Provider and Carlton County Responsibilities:*

- I. The *Provider* will submit the narrative reports of activities to the *Carlton County* Public Health Supervisor and Health Educator (Funding Team) and Jail Administration.
  - II. The *Carlton County* Funding Team will submit narrative reports to the DHS reporting tool as required by the funding agreement
  - III. The *Provider* will submit fiscal reports to the *Carlton County* Public Health Supervisor and Health Educator (Funding Team) for invoice processing
  - IV. The *Carlton County* Funding Team will process fiscal invoices to the *Carlton County* Accounting quarterly to reimburse the *Provider* for activities
  - V. The *Carlton County* Funding Team will notify the *Provider* of any necessary partnership meetings, evaluation data collection needs or reports, and any funding updates or changes.
  - VI. The *Provider* may be asked to attend *Carlton County* evaluation meetings and Drug Prevention Coalition meetings as requested to share progress. In addition, the *Provider* may be asked to present to the Carlton County Board of Commissioners or other partner group on behalf of the project and to share updates.
- 
- A. Outcomes: The *Provider* and *Carlton County* will work together, along with the Evaluator, to analyze data and provide outcomes to the DHS through the reporting tool as requested during the period of Agreement.
  - B. *Carlton County*, or its duly authorized designee, shall have access to records at reasonable hours in order to exercise the right to monitor the services provided. The *Provider's* conduct of the service is subject to audit at the *Provider's* expense and would occur only if there was reason to believe inappropriate service and/or conduct existed.
  - C. Each party agrees to cooperate fully with each other in the development and implementation of services. Services provided are expected to be consistent with those in the MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF [AGREEMENT](#).
  - D. In the event of changes in Legislation or new guidelines by the State of Minnesota, each party agrees to renegotiate any terms and/or conditions within this Agreement

that would be affected and in need of change to reflect the new legislation or guidelines.

5. Subcontracting and Assignment

A. The *Provider* shall not enter into subcontracts or assignment of any of the work contemplated under this Agreement.

6. Mutual Indemnification

A. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees, may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

7. Insurance

A. The *Provider* does further agree that in order to protect itself, as well *Carlton County*, under the indemnity agreement provisions hereinabove set forth, the *Provider* will, at all times during the term of this agreement, have and keep in force insurance as follows:

- I. A general liability insurance policy in the amount of not less than \$1.5 million per occurrence and \$3.0 million aggregate;
- II. Auto coverage of \$1.5 million on a combined single limit bases;
- III. Workers' compensation employer's liability coverage with a minimum limit for bodily injury by accident of \$500,000 each accident, bodily injury by disease of \$500,000 each employee and bodily injury by disease \$1.5 million policy limit.

8. Cancellation, Default and Remedy

A. This Agreement shall continue in effect until terminated by either party, with 30 days advance, written notice delivered to the other party at the address provided on the first page of this agreement.

B. If a deficiency sufficient to cause cancellation of the Agreement is determined to exist by *Carlton County*, *Carlton County* will send a written notice to the *Provider*. Written notice includes by email. The notice shall detail the deficiency and request a written response from the *Provider* to *Carlton County* within ten (10) working days

describing methods used to correct the deficiency. If a response is not received within the ten (10) working days, the Agreement will be canceled immediately.

- C. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults. Waiver of breach of any provision of this Agreement shall not be considered to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of *Carlton County*.

8. Data Privacy

- A. Pursuant to Minnesota Statutes Chapter 13 (Minnesota Government Data Practices Act), *Provider* agrees to maintain and protect data on individuals received, or to which *Provider* has access, according to the statutory provisions applicable to the data. No private, public, or confidential data developed, maintained or reviewed by *Provider* under this Agreement may be released to the public by *Provider* or its employees or representatives.
- B. It is further understood that *Provider* shall not, unless otherwise authorized by *Carlton County*, disclose any information to the media or other third parties relating to the specific details of any documents, discussions, meetings, or hearings which may arise during the performance of services under this Agreement. All requests for data or information from third parties shall be directed to the *Carlton County* for response.

9. Independent Contractor

- A. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall the *Provider*, its employees, representatives or subcontractors be considered employees, agents or representatives of the *Carlton County*. The *Provider* is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The *Provider* shall, at its expense, secure all personnel required to perform the services under this Agreement. Any and all personnel of the *Provider* or other persons engaged in the performance of any work or services required by the *Provider* will have no relationship with the *Carlton County* and will not be considered employees of the County. Such personnel or other persons shall not be entitled to any compensation, rights or benefits of any kind from the *Carlton County*, including, without limitation, Worker's Compensation, medical care, disability, severance pay and retirement benefits.

10. HIPAA

- A. The parties agree to comply with all respects with the Health Insurance Portability and Accountability Act, Public Law 104-191 (HIPAA) and all rules, regulations and controls effected or promulgated pursuant thereto. The parties agree that as HIPAA and its rules and interpretations become effective the parties shall execute amendments hereto, provide written assurances, implement policies and procedures, or take whatever other actions are necessary to comply with HIPAA. Should a party fail or refuse to honor its obligations pursuant to this section, the other party may terminate this Agreement with thirty (30) days written notice.

11. Single Instrument Legality

- A. It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiation between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the *Provider* and *Carlton County* relating to the subject matter hereof.
- B. The provisions of this Agreement are severable. If a Court of Law holds any paragraph, section, subdivision, sentence, clause or phrase in this Agreement to be contrary to law or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portion of the Agreement. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised Agreement, which does not violate the above-referenced ruling.

12. Compliance with Laws

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

<b>Arrowhead Regional Corrections</b>	
Name:	Becky Pogatchnik
Its:	Executive Director
Signature:	
Date:	

<b>Carlton County Public Health and Human Services</b>	
Name:	Annie Napoli
Its:	Carlton County Public Health and Human Services Director
Signature:	
Date:	

APPROVED AS TO FORM AND EXECUTION:

Name: Jeff Boucher

Its: Carlton County Attorney

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Carlton County – Opioid Remediation Project – Supporting Recovery through Peer Support Specialists

THIS AGREEMENT, by and between the CARLTON COUNTY PUBLIC HEALTH AND HUMAN SERVICES, 14 North 11th Street, Cloquet MN 55720 (hereinafter referred to as the “Carlton County”) and Wellness in the Woods, 738 3<sup>rd</sup> Avenue NW, Eagle Bend MN 56446 (hereinafter referred to as “Provider”) for the specified below.

WITNESSETH:

WHEREAS, *Carlton County* administers the Opioid Remediation Project Settlement Funds (hereinafter referred to as the “funding”) for the purpose of providing opioid remediation in Carlton County pursuant to the 2021 national settlements reached with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen and opioid manufacturer Johnson & Johnson;

WHEREAS, *Carlton County* obtained approval on December 11, 2025, when the Carlton County Board of Commissioners supported the workplan and budget for the fourth year of the proposed projects; including expenditures for the *Provider’s* participation in the funding;

WHEREAS, *Carlton County* wishes to purchase such services from the Provider;

WHEREAS, the *Provider* meets the requirements for desired services authorized by the Carlton County; and

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, *Carlton County* and the *Provider* agree as follows:

### 1. Services to be Purchased and Effective Dates of Service

- A. *Carlton County* agrees to purchase, and the *Provider* agrees to furnish the following services in Carlton County Communities:
- I. Supervision and training for equivalent of two full-time Peer Support Specialists working in the Carlton County Jail and supporting individuals in the community.
  - II. Provide support to individuals with SUD/ODU to support recovery
  - III. Work with those incarcerated or released, providing groups and recovery support
  - IV. Provide transportation for clients working with the Peer Support Specialists
  - V. Work in the community to promote sober activities and events in Carlton County
  - VI. Recruit and meet with individuals in the community who are in recovery for support

- VII. Partner and collaborate with mental health/SUD providers in Carlton County
- VIII. Collect information and data on services and participate in measurement of outcomes and evaluation.

**B. Term**

This Agreement shall commence on (1.1.2026) and shall remain in effect for a period of one (1) year - ("Initial Term"), unless earlier terminated in accordance with this Agreement.

**C. Renewal**

Upon expiration of the Initial Term, the County may, at its sole option, renew this Agreement for up to two (2) additional one-year terms ("Renewal Terms") under the same terms and conditions, except as may be amended by mutual written agreement of the parties. The County shall provide written notice to the Contractor of its intent to renew not less than thirty (30) days prior to the expiration of the then-current term.

**D. Compensation and Total Contract Value**

The total compensation payable under this Agreement for the Initial Term shall not exceed (the 2026 amount of \$36,810 and the 2025 carryforward amount remaining from previous contract of \$85,000). Compensation for any Renewal Term shall be subject to the availability and appropriation of funds by the County Board and (may not exceed the amount authorized by the County in writing for that Renewal Term, and shall be subject to the availability of funds). No increase in the total contract price shall be effective unless approved in writing by the County in accordance with Minnesota Statutes, including Minn. Stat. § 471.345.

**2. Cost of Services**

Cost of Services shall be as follows: Total 2026 Budget: **\$36,810 + carryforward \$85,000**

- A. Peer Support Recovery Specialists at an equivalent of 2.0 full-time employees, with salary and fringe total for the contract period at \$96,736
- B. Travel/Mileage reimbursed at the Federal Mileage Rate for 2024 for the contract period at \$7,000
- C. WRAP materials for the contract period at \$3,000
- D. Technology at \$1,000
- E. Refreshments and supplies for the contract period at \$3,000
- F. Administrative reimbursement of 10% of Total Direct Costs for the contract period at \$20,747

**3. Payment Process**

- A. *Carlton County* will direct Carlton County Public Health and Human Services, as fiscal agent, to issue payment to the *Provider* **upon receipt of an invoice from**

**the Provider by the tenth day of the month following the month of service delivery, commencing January 1, 2026.**

- B. Peer Support Recovery Specialists' salary and related funding expenses that include travel and other Carlton County/Opioid Remediation Agreement approved activities can be submitted for reimbursement monthly until the funding amount is exhausted or at the end of the grant deadline.

4. Conditions of the Parties Obligations

- A. Within the Peer Support Recovery Specialists' FTE, they are responsible for items in item 1A above and more specifically in the Workplan. The workplan is relevant to the MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT, Exhibit A, Part One: Treatment – D. Address the Needs of Criminal Justice-Involved Persons, numbers 4 and 5, and will be carried out across communities within Carlton County, Minnesota. *Provider* agrees to all expectations within this document.

**Workplan**

- **Weekly in-jail Peer Support (1:1 & Groups)**
  - 3 Peer Staff – Coverage each Monday and Thursday (based on the needs expressed by the Jail Admin Team). We can and will adjust as needed.
- **Community Caseload of 1:1 Peer Support**
  - 1 Peer Staff – Referral form in place for any resident of Carlton County needing CPRS 1:1 support from a trained peer.
- **Call/Text Peer Support**
  - 2 Peer Staff – Community Caseload & Jail Caseload (as permitted)
  - Use of Google Voice numbers for safety/security
  - Weekly support based on peer-to-peer availability
- **Monthly Community Recovery Events**
  - 2-3 Peer Staff; 1-2 events per month (more if requested)
  - Family friendly, refreshments, games, prizes, story sharing
  - Time to connect and celebrate the recovery journey
- **Transportation from Jail to Treatment/Residency**
  - Peer staff is able to transport a released participant up to 50 miles to their next destination

**Measurement as indicated by the Provider:**

*Peer Support Specialists are evaluated and held accountable based on a number of measurables including: Holding to the agreed upon schedule, punctuality, appropriate data collection, and feedback from both program participants and the Jail Admin Team.*

*Impact is measured in two ways: First, quantitative data outlining the number of interactions (to measure program reach/scope). Second, qualitative data to add to monthly reports which includes feedback received from program participants and Peer Support Specialists that get to the heart of the impact of this work.*

*Provider uses Wellness Recovery Action Plan (WRAP) as the base of the evidence-based approach to 1:1 and group support, along with best practices from formal Peer Training classes that all Provider staff have taken.*

- B. Reporting: The *Provider* will provide monthly financial reports to *Carlton County*, in the format requested. These reports will include fiscal reports detailing the expenditures made during the previous month, by line item. Peer Support Recovery Specialists will be responsible to track and report data in a monthly narrative report as outlined in a reporting document (Attachment A). These reports will be provided to the DHS through the funding reporting required by *Carlton County*.

On the monthly invoice, details include: exact expenditures for staffing, supplies, mileage, and all other eligible costs based on the current contract language. Provide receipts for all billable purchases.

*Provider and Carlton County Responsibilities:*

- I. Oversight of the *Provider* activities will be provided in cooperation with the *Carlton County* and the Carlton County Sheriff's Office, Jail Administration (Jail Team). This includes the following:
  - o Mutual cooperation between the *Provider* and the Jail Team in designing the program and outreach activities
  - o Collaborating on the schedule of services between the *Provider* and the Jail Team
  - o Sharing information and follow up about services between the *Provider* and the Jail Team
  - o Reviewing changes or asking questions about the program to the Jail Team
  - o Participating in team meetings with the Jail team as requested
- II. The *Provider* will submit the narrative reports of monthly activities to the *Carlton County* Public Health Supervisor and Health Educator (Funding Team) and Jail Administration.
- III. The *Carlton County* Funding Team will submit narrative reports to the DHS reporting tool as required by the funding agreement
- IV. The *Provider* will submit fiscal reports to the *Carlton County* Public Health Supervisor and Health Educator (Funding Team) for invoice processing
- V. The *Carlton County* Funding Team will process fiscal invoices to the *Carlton County* Accounting monthly to reimburse the *Provider* for activities
- VI. The *Carlton County* Funding Team will notify the *Provider* and Jail Team of any necessary partnership meetings, evaluation data collection needs or reports, and any funding updates or changes.

- VII. The *Provider* will attend *Carlton County* evaluation meetings, and Drug Prevention Coalition meetings as requested, to share progress. In addition, the *Provider* may be asked to present to the Carlton County Board of Commissioners or other partner group on behalf of the project and to share updates.
  - VIII. The *Carlton County* Funding Team will notify the *Provider* and Jail Team 60 days prior to the end of the contract period regarding the next funding decision process.
- C. Outcomes: The *Provider* and *Carlton County* will work together, along with the Evaluator, to analyze data and provide outcomes to the DHS through the reporting tool as requested during the period of Agreement.
- D. *Carlton County*, or its duly authorized designee, shall have access to records at reasonable hours in order to exercise the right to monitor the services provided. The *Provider's* conduct of the service is subject to audit at the *Provider's* expense and would occur only if there was reason to believe inappropriate service and/or conduct existed.
- E. Each party agrees to cooperate fully with each other in the development and implementation of services. Services provided are expected to be consistent with those in the MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT ([link](#)).
- F. In the event of changes in Legislation or new guidelines by the State of Minnesota, each party agrees to renegotiate any terms and/or conditions within this Agreement that would be affected and in need of change to reflect the new legislation or guidelines.
- 5. Subcontracting and Assignment
  - A. The *Provider* shall not enter into subcontracts or assignment of any of the work contemplated under this Agreement.
- 6. Mutual Indemnification
  - A. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees, may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

7. Insurance

A. The *Provider* does further agree that in order to protect itself, as well *Carlton County*, under the indemnity agreement provisions hereinabove set forth, the *Provider* will, at all times during the term of this agreement, have and keep in force insurance as follows:

- I. A general liability insurance policy in the amount of not less than \$1.5 million per occurrence and \$3.0 million aggregate;
- II. Auto coverage of \$1.5 million on a combined single limit bases;
- III. Workers' compensation employer's liability coverage with a minimum limit for bodily injury by accident of \$500,000 each accident, bodily injury by disease of \$500,000 each employee and bodily injury by disease \$1.5 million policy limit.

8. Cancellation, Default and Remedy

- A. This Agreement shall continue in effect until terminated by either party, with 30 days advance, written notice delivered to the other party at the address provided on the first page of this agreement.
- B. If a deficiency sufficient to cause cancellation of the Agreement is determined to exist by *Carlton County*, *Carlton County* will send a written notice to the *Provider*. Written notice includes by email. The notice shall detail the deficiency and request a written response from the *Provider* to *Carlton County* within ten (10) working days describing methods used to correct the deficiency. If a response is not received within the ten (10) working days, the Agreement will be canceled immediately.
- C. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults. Waiver of breach of any provision of this Agreement shall not be considered to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of *Carlton County*.

8. Data Privacy

- A. Pursuant to Minnesota Statutes Chapter 13 (Minnesota Government Data Practices Act), *Provider* agrees to maintain and protect data on individuals received, or to which *Provider* has access, according to the statutory provisions applicable to the data. No private, public, or confidential data developed, maintained or reviewed by *Provider* under this Agreement may be released to the public by *Provider* or its employees or representatives.

- B. It is further understood that *Provider* shall not, unless otherwise authorized by *Carlton County*, disclose any information to the media or other third parties relating to the specific details of any documents, discussions, meetings, or hearings which may arise during the performance of services under this Agreement. All requests for data or information from third parties shall be directed to the *Carlton County* for response.

9. Independent Contractor

- A. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall the *Provider*, its employees, representatives or subcontractors be considered employees, agents or representatives of the *Carlton County*. The *Provider* is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The *Provider* shall, at its expense, secure all personnel required to perform the services under this Agreement. Any and all personnel of the *Provider* or other persons engaged in the performance of any work or services required by the *Provider* will have no relationship with the *Carlton County* and will not be considered employees of the County. Such personnel or other persons shall not be entitled to any compensation, rights or benefits of any kind from the *Carlton County*, including, without limitation, Worker's Compensation, medical care, disability, severance pay and retirement benefits.

10. HIPAA

- A. The parties agree to comply with all respects with the Health Insurance Portability and Accountability Act, Public Law 104-191 (HIPAA) and all rules, regulations and controls effected or promulgated pursuant thereto. The parties agree that as HIPAA and its rules and interpretations become effective the parties shall execute amendments hereto, provide written assurances, implement policies and procedures, or take whatever other actions are necessary to comply with HIPAA. Should a party fail or refuse to honor its obligations pursuant to this section, the other party may terminate this Agreement with thirty (30) days written notice.

11. Single Instrument Legality

- A. It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiation between the parties relating to the subject matter hereof, as well as any previous

agreements presently in effect between the *Provider* and *Carlton County* relating to the subject matter hereof.

- B. The provisions of this Agreement are severable. If a Court of Law holds any paragraph, section, subdivision, sentence, clause or phrase in this Agreement to be contrary to law or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portion of the Agreement. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised Agreement, which does not violate the above-referenced ruling.

12. Compliance with Laws

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

<b>Wellness in the Woods</b>	
Name:	Jode Freyholtz-London
Its:	Wellness in the Woods
Signature:	
Date:	

<b>Carlton County Public Health and Human Services</b>	
Name:	Annie Napoli
Its:	Carlton County Public Health and Human Services Director
Signature:	
Date:	

<b>Carlton County Board of Commissioners: Chair</b>	
Name:	Marv Bodie
Its:	Carlton County Commissioner – Board Chair
Signature:	

Date:	

APPROVED AS TO FORM AND EXECUTION:

Name: \_\_\_\_\_

Its: Carlton County Attorney

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Carlton County – Opioid Remediation Project – Evaluation

THIS AGREEMENT, by and between the CARLTON COUNTY PUBLIC HEALTH AND HUMAN SERVICES, 14 North 11th Street, Cloquet MN 55720 (hereinafter referred to as the “Carlton County”) and ESSENTIA INSTITUTE OF RURAL HEALTH, 502 E 2<sup>nd</sup> Street, Duluth, MN 55805 (hereinafter referred to as “Provider”) for the specified below.

WITNESSETH:

WHEREAS, *Carlton County* administers the Opioid Remediation Project Settlement Funds (hereinafter referred to as the “funding”) for the purpose of providing opioid remediation in Carlton County pursuant to the 2021 national settlements reached with opioid distributors McKesson, Cardinal Health, and AmerisourceBergen and opioid manufacturer Johnson & Johnson;

WHEREAS, *Carlton County* obtained approval on December 11, 2025, when the Carlton County Board of Commissioners supported the workplan and budget for the fourth year of the proposed projects; including expenditures for the *Provider*'s participation in the funding;

WHEREAS, *Carlton County* wishes to purchase such services from the Provider;

WHEREAS, the *Provider* meets the requirements for desired services authorized by the Carlton County; and

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, *Carlton County* and the *Provider* agree as follows:

### 1. Services to be Purchased and Effective Dates of Service

- A. *Carlton County* agrees to purchase and the *Provider* agrees to furnish the following services in Carlton County Communities:
- Identify or develop strategy outcomes for the evidence-based activities in the Carlton County action plan for the opioid settlement funds in Carlton County
  - Develop and refine an evaluation plan, complete data collection, and disseminate results from Opioid Remediation activities
  - Collect and summarize project data: work with Carlton County, and partners as requested, to provide data for public consumption and ongoing project measurement
  - Summarize and disseminate already existing local, statewide, and national data on SUD/ODU
  - Use data to report progress on and attainment of project outcomes

### B. **Term**

This Agreement shall commence on (1.1.2026) and shall remain in effect for a period of one (1) year - (“Initial Term”), unless earlier terminated in accordance with this Agreement.

**C. Renewal**

Upon expiration of the Initial Term, the County may, at its sole option, renew this Agreement for up to two (2) additional one-year terms (“Renewal Terms”) under the same terms and conditions, except as may be amended by mutual written agreement of the parties. The County shall provide written notice to the Contractor of its intent to renew not less than thirty (30) days prior to the expiration of the then-current term.

**D. Compensation and Total Contract Value**

The total compensation payable under this Agreement for the Initial Term shall not exceed (the 2026 amount of \$13,336 and the 2025 carryforward amount remaining from previous contract of \$28,691). Compensation for any Renewal Term shall be subject to the availability and appropriation of funds by the County Board and (may not exceed the amount authorized by the County in writing for that Renewal Term, and shall be subject to the availability of funds). No increase in the total contract price shall be effective unless approved in writing by the County in accordance with Minnesota Statutes, including Minn. Stat. § 471.345.

**2. Cost of Services**

Cost of Services shall be as follows: Total 2026 Budget: **\$13,336 + carryforward \$28,691**

- A. Two (2) team Evaluators for total personnel costs at \$38,206
- B. Indirect costs of 10% for \$3,821

**3. Payment Process**

- A. *Carlton County* will direct Carlton County Public Health and Human Services, as fiscal agent, to issue payment to the *Provider* **upon receipt of an invoice from the Provider by the tenth day of the month following the month of service delivery, commencing on the Effective Date.**
- B. Evaluator salary and related funding expenses can be submitted for reimbursement monthly until the funding amount is exhausted or at the end of the grant deadline.

**4. Conditions of the Parties Obligations**

- A. Within the Evaluators’ roles, they are responsible for items in item 1A above and more specifically in Attachment A: Workplan.
- B. Reporting: The *Provider* will provide monthly financial reports to *Carlton County*, in the format requested. These reports will include fiscal reports detailing the expenditures made during the previous month, by line item. Evaluators will be responsible to track and report data in a monthly narrative report as outlined in a reporting document, Attachment B. These reports will be provided to the DHS through the funding reporting required by *Carlton County*.

*Provider and Carlton County Responsibilities:*

- Oversight of the *Provider's* project will be provided by *Carlton County*. This includes the following:
    - Mutual cooperation between the *Provider* and *Carlton County* in designing the evaluation plan and implementation of project
    - Sharing information and follow up about the project
    - Reporting on the project deliverables to *Carlton County*
    - Participating in team meetings with *Carlton County* as requested
  - The *Provider* will submit the narrative reports of monthly activities to *Carlton County* Public Health Supervisor and Health Educator (Funding Team).
  - The *Carlton County* Funding Team will submit narrative reports to the DHS reporting tool as required by the funding agreement
  - The *Provider* will submit fiscal reports to *Carlton County* Funding Team for invoice processing
  - The *Carlton County* Funding Team will process fiscal invoices to *Carlton County* Accounting monthly to reimburse the *Provider* for activities
  - The *Carlton County* Funding Team will notify the *Provider* of any necessary partnership meetings, anticipated reporting, and any funding updates or changes.
  - The *Provider* will facilitate *Carlton County* evaluation meetings to collaborate on the evaluation plan.
  - The *Provider* will attend Drug Prevention Coalition meetings as requested to share progress. In addition, the *Provider* may be asked to present to the Carlton County Board of Commissioners or other partner group on behalf of the project and to share updates.
  - The *Carlton County* Funding Team will notify the *Provider* 60 days prior to the end of the contract period regarding the next funding decision process.
- C. Outcomes: The *Provider* and *Carlton County* will work together, to analyze data and provide outcomes to the DHS through the reporting tool as requested during the period of Agreement.
- D. *Carlton County*, or its duly authorized designee, shall have access to records at reasonable hours in order to exercise the right to monitor the services provided. The *Provider's* conduct of the service is subject to audit at the *Provider's* expense and would occur only if there was reason to believe inappropriate service and/or conduct existed.
- E. Each party agrees to cooperate fully with each other in the development and implementation of services. Services provided are expected to be consistent with those in the MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT.
- Specifically, the project comes from the following reference section in the MOA as Part 3: Other Strategies, Item J, #2: “A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to

track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.” (pg 25, MOA, accessed 3.21.23) and from Item L, #1: “Support opioid abatement research that may include, but is not limited to, the following: 1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.” (pg 26, MOA, accessed 3.21.23)

- F. In the event of changes in Legislation or new guidelines by the State of Minnesota, each party agrees to renegotiate any terms and/or conditions within this Agreement that would be affected and in need of change to reflect the new legislation or guidelines.

## 5. Subcontracting and Assignment

The *Provider* shall not enter into subcontracts or assignment of any of the work contemplated under this Agreement.

## 6. Mutual Indemnification

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney’s fees which the other, its officers and employees, may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

## 7. Cancellation, Default and Remedy

- A. This Agreement shall continue in effect until terminated by either party, with 30 days advance, written notice delivered to the other party at the address provided on the first page of this agreement.
- B. If a deficiency sufficient to cause cancellation of the Agreement is determined to exist by *Carlton County*, *Carlton County* will send a written notice to the *Provider*. Written notice includes by email. The notice shall detail the deficiency and request a written response from the *Provider* to *Carlton County* within ten (10) working days describing methods used to correct the deficiency. If a response is not received within the ten (10) working days, the Agreement will be canceled immediately.
- C. If *Provider* reasonably determines that the continued performance of this Agreement jeopardizes its or an affiliated entity’s (i) licensure, (ii) participation in or recovery from any reimbursement or payment programs, (iii) accreditation status, or (iv) tax-exempt or bond-financing status, *Provider* shall notify *Carlton County* so the parties may resolve the issues. If no resolution is reached within fifteen (15) days, *Provider* may terminate the Agreement immediately and without penalty.

- D. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults. Waiver of breach of any provision of this Agreement shall not be considered to be a modification of the terms of the Agreement unless stated to be such in writing, signed by an authorized representative of *Carlton County*.

8. **Data Privacy**

The *Provider* agrees to comply in all respects with the Minnesota Government Data Practices Act. Minn. Stat. Chapter 13 and further agrees to comply with any requests of the *Carlton County*, which are necessitated by *Carlton County's* obligation under said Act.

9. **HIPAA**

The parties agree to comply with all respects with the Health Insurance Portability and Accountability Act, Public Law 104-191 (HIPAA) and all rules, regulations and controls effected or promulgated pursuant thereto. The parties agree that as HIPAA and its rules and interpretations become effective the parties shall execute amendments hereto, provide written assurances, implement policies and procedures, or take whatever other actions are necessary to comply with HIPAA. Should a party fail or refuse to honor its obligations pursuant to this section, the other party may terminate this Agreement with thirty (30) days written notice.

10. **Single Instrument Legality**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiation between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the *Provider* and *Carlton County* relating to the subject matter hereof.

The provisions of this Agreement are severable. If a Court of Law holds any paragraph, section, subdivision, sentence, clause or phrase in this Agreement to be contrary to law or contrary to any rule or regulation having the force and effect of law, such ruling shall not affect the remaining portion of the Agreement. However, upon the occurrence of such event, the parties shall immediately meet to negotiate a revised Agreement, which does not violate the above-referenced ruling.

11. **Compliance with Laws**

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

Each party hereby represents and warrants to the other that neither it nor any employee, contractor, or agent now or hereafter engaged by such party to provide services under the Agreement (collectively, a "Representative") is, and at no time has been, excluded from participation in any federally-funded health care program, including Medicare and Medicaid programs. Each party hereby agrees to immediately notify the other of any threatened, proposed, or actual exclusion of such party or any Representative from any federally-funded health care program, including Medicare and Medicaid programs. In the event that a party or any Representative is excluded from participation in any federally-funded health care program during the Term of this Agreement, or if at any time after the Effective Date it is determined that a party or a Representative is in breach of this Section, the Agreement shall automatically terminate as of the date of such exclusion or breach; provided, however, that if the breaching party immediately removes a Representative who is so excluded or has otherwise breached the provisions of this Section from the performance of services under the Agreement, the Agreement shall not automatically terminate. Each party shall indemnify (the "Indemnifying Party") and hold harmless the other party against all actions, claims, demands and liabilities, and against all loss, damage, costs, and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section by the Indemnifying Party. The provisions of this Section shall survive the expiration or termination of the Agreement for any reason.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Essentia Institute of Rural Health**

Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Signature \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

**Carlton County Public Health and Human Services**

Name: Annie Napoli  
Its: Director  
Signature \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

Name: \_\_\_\_\_

Its: Carlton County Attorney

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Essentia Institute of Rural Health**  
**Response to Carlton County Public Health and Human Services Request for Applications**

***2026 Opioid Settlement Program – Evaluation and Data Analytics***

**November 21, 2025**

Pat Conway, Laura Palombi, and Olivia Bremer are submitting this application to work with the Carlton County Public Health and Human Services (PHHS) 2026 Opioid Settlement Program. The 2026 evaluation is based on the Carlton County PHHS plan (see Attachment 1).

**1. Title of your organization:** Essentia Institute of Rural Health

**2. Personnel** (Maximum 250 words):

***Project co-lead evaluator:*** Laura Palombi, PharmD, MPH, MAT

Educational and experience background: Dr. Palombi has worked as a clinical pharmacist, clinical pharmacist researcher, and community-based researcher since 2012. Her focus has been in working with rural and Tribal communities to find community-based solutions to substance use prevention, treatment, recovery and harm reduction. Together with her teams, Dr. Palombi has managed over \$12M in grant-funded projects to address substance use in communities across Minnesota.

***Project co-lead evaluator:*** Pat Conway, Ph.D., MSW

Educational and experience background: Dr. Conway has a masters (University of Oklahoma) and doctoral degree (University of Texas) in social work. She has worked as a social worker, beginning in 1971, social work educator for 25 years, and researcher, with a focus on health and behavioral health issues and on education, especially in rural areas and with vulnerable populations. She has served as an editor for the Journal of Family Social Work, published two books, and published articles. She and Ms. Bremer recently completed a community needs assessment for Cankdeska Cikana Community College's Head Start Program, required by their accreditation body.

***Evaluator:*** Olivia Bremer, BA

Ms. Bremer has worked in behavioral health in emergency care for over 5 years, and in research with a focus on behavioral health for over 4 years at the Essentia Institute of Rural Health. Recent projects with Dr. Conway have included community needs assessments, strategic planning meetings, and program evaluation for treatment courts and clinic based opioid programs.

**3. Experience** (Maximum 500 words): Provide a description of the evaluation consultation and data analytics activities that your organization has performed that aligns with the services above. Please include examples from work within Carlton County if any.

The evaluation team, Dr. Pat Conway, Dr. Laura Palombi, and Olivia Bremer, have worked with Carlton County on previous projects. They are members of the Carlton County Drug Prevention Coalition.

Since joining the Essentia Institute of Rural Health in 2011, Dr. Conway has worked with communities in Northeast Wisconsin, Northern Minnesota, and Eastern North Dakota on federally, state, and locally funded research and evaluation projects through grantors such as HRSA, SAMHSA, CDC, MN DHS, NDH, and Spirit Lake Nation. The projects typically are participatory, with communities and researchers working together to complete a task that has a practical outcome. Dr. Conway's first contact with CCPHHS was while living in North Dakota and working with Wiconi Ohitika Suicide Prevention Project, the Spirit Lake Nation Suicide Prevention Project. We contacted CCPHHS to learn about the Text for Life project. Since 2011, Dr. Conway has worked with communities across EH service area to obtain funding for projects and complete their evaluation. For instance, the Upper Midwest Rural Opioid Response project worked with rural clinics in WI, MN, and ND to establish treatment for OUD and create community networks. She has worked with Carlton County as a consultant with the Carlton School District, Treatment Court, and the past three years with CC PHHS.

Dr. Laura Palombi has worked with Carlton County for over a decade, starting with Dr. Palombi's early work as an evaluator and team member of the Carlton County Drug Court in 2015. While Palombi is new to the evaluation team, she has experience working with treatment courts in multiple states to determine supports and barriers to recovery for treatment court participants and has worked closely with rural and Tribal communities to plan 16 community forums addressing substance use. This work has been used to guide the work of rural coalitions across the state as well as statewide policy. Together with her teams, she has worked on locally and nationally funded projects sponsored by HRSA, SAMHSA, USDA, NIH, MN DHS, and MN MDH.

4. **Budget:** Please provide a preliminary, detailed budget for your evaluation and data analytics services. A final budget will be required in the contracting process.

**Essentia Institute of Rural Health 2026 Opioid Settlement Program in Carlton County  
Evaluation Budget Proposal**

Personnel	Effort	Role	Hours on Project	Salary Budgeted	Fringe Rate	Fringe Budgeted	TOTAL
Pat Conway, PhD, MSW	10% for 6 months	Co-lead Evaluator	104.0	\$9,402	20%	\$1,880	\$11,282
Laura Palombi, PharmD, MPH	10%	Project Evaluator	208.0	\$16,786	20%	\$3,357	\$20,143
Olivia Bremer	10%	Project Coordinator	208.0	\$5,425	25%	\$1,356	\$6,781
<b>Total Personnel</b>							<b>\$38,206</b>
Indirect base							\$38,206
Indirect Costs		10%					3,821
<b>Total Direct Costs</b>							<b>\$42,027</b>

*Send both documents by email to Ali Bachinski by November 25, 2025, by 4pm.*

11/21/25

**CC PHHS Evaluation Workplan Based on CCPHHS Request for Applications: 2026 Opioid Settlement Program – Evaluation and Data Analytics**

Laura Palombi, Pat Conway, and Olivia Bremer are submitting a proposal to provide evaluation services for the 2026 Opioid Settlement Program. This document provides detail about the evaluation, based on the Opioid Settlement Workplan 2025 excel document, with the proposed evaluation’s Process and Outcome measures.

**Note:** When one “Objectives/Strategies” and their related activities fit in more than one goal, detailed information is included in the first occurrence. The related goal(s) are included in parentheses in the Objectives/Strategies column. For instance, activities related to peer recovery support in *Goal B, Objectives/Strategies 6* refers to the same activities as *Goal D.5*; Wellness in the Woods’ peer support activities relate to both.

**TREATMENT**

***Goal B: Support people in treatment and recovery.***

Objectives/Strategies	Activity 1/1/26-12/31/26	Process and Outcome Measures
6: Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.  (See Goal D.5.)	Support monthly recovery events in the community - adult and youth based on need.  Partner with Peer Support Specialist to lead recovery groups once a month.	Community events: Brief description of event: Name of event, purpose, date, location.  Participants: number, demographics (i.e. age, gender, race).  Outreach materials: flyer, Facebook page, etc.  How/who distributed.
10: Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.  (see Goal G.5; G.6; J.3.)	Participate in community coalition.  Provide participants’ access to community resources.	Coalition members/meetings.  Information about resources shared with individuals and their families.

***Goal D: Address the needs of Criminal Justice-involved persons [Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies.]***

Objectives/Strategies	Activity 1/1/25-12/31/25	Process and Outcome Measures
-----------------------	--------------------------	------------------------------

<p>4: Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.</p>	<p>Contract with agency (Wellness in the Woods) to provide 2.0 FTE of Peer Support Specialist staff time to provide Peer Support Services in the Carlton County Jail.</p>	<p>Staff in place.</p> <p>Describe work with men and with women in the jail.</p> <p>Develop annual report, based on monthly reports completed by WITW and interviews with staff and individuals with OUD and other SUD/MHs.</p> <p>Qualitative examples of successes such as individuals' and jail staff stories and quotes/quote that speak to success and challenges of programming.</p> <p>Complete Needs Assessment, including demographics, rates of opioid and other SUDs and other co-occurring behavioral health issues, and social factors influencing health, to support identification of treatment, recovery, and harm reduction activities.</p>
	<p>Partner with Arrowhead Regional Corrections to identify clients with OUD to provide medications for opioid use disorder (MOUD), specifically the medication Sublocade, to high-risk individuals at Northeast Regional Corrections Center.</p>	<p># of individuals receiving medications for opioid use disorder (MOUD) at Arrowhead Regional Corrections.</p>
<p>5: Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.</p> <p>(see Goal B.6.)</p>	<p>See Goal B.6.</p> <p>Peer Support Specialists maintain relationships with clients to assist them with needs (transportation, food, medication, housing) and provide them support while transitioning back into the community.</p> <p>Support community members in recovery by providing regular community events to support individuals in recovery.</p>	<p>See Goal B.6.</p> <p># of individuals receiving services, by type of service.</p>

**PREVENTION**

**Goal G: Prevent misuse of opioids.**

Objectives/Strategies	Activity 1/1/25-12/31/25	Process and Outcome measures
<p>1: Funding media campaigns to prevent opioid misuse, including but not</p>	<p>Contract with marketing agency to develop a media campaign to prevent opioid misuse. support community members in</p>	<p>Media campaign contracts.</p> <p>Copies of materials.</p>

<p>limited to focusing on risk factors and early interventions.</p>	<p>recovery, reduce stigma for SUD, and provide public education on substance use through a 12 month timeline of promotion that includes: newspaper ads, billboards, social media messages, ads, flyers, and sidewalk signs.</p> <p><b>Campaigns:</b> storage of medications to prevent accidental poisonings (August - October).</p> <ul style="list-style-type: none"> <li>-billboard on 35 - # of impressions</li> <li>-countywide mailing to X households/businesses - # of responses to google form for box</li> <li>-website traffic for Speaking of Cannabis</li> <li>-clicks for ads/social media</li> </ul> <p>National Recovery Month - messaging to support community members in recovery  Campaign ran during month of September  billboards - # of impressions  social media ads/clicks - get from GV</p> <p>Be There - supporting friends, family, neighbors with substance use disorder and/or mental health issues  Campaign - November - January 2026  billboards - # of impressions  social media ads/clicks - get from GV</p>	<p>#s reached by campaigns.</p> <p>Complete Needs Assessment, including demographics, rates of opioid and other SUDs and other co-occurring behavioral health issues, and social factors influencing health, to support identification of prevention strategies.</p>
<p>2: Corrective advertising or affirmative public education campaigns based on evidence.</p>		
<p>3: Public education relating to drug disposal.</p>	<p>provide public education through radio PSAs, social media, newspaper ads (sticky note in Pine Knot/ad in Star Gazette), and flyers to promote safe medication disposal.</p>	<p>Copies of PSA script, adds, flyers.</p>
<p>4: Drug take-back disposal or destruction programs.</p>	<p>Support 2 Prescription Drug Take Back events (April &amp; October) through the following ways:</p> <ul style="list-style-type: none"> <li>-Provide mailing to all residents to provide resources and education on importance for disposing prescription medication.</li> <li>-provide event brochure with all opioid prescriptions - partner with healthcare/pharmacies.</li> </ul>	<p>Copies of materials (mailing, brochure).</p> <p>#s distributed.</p>
<p>5: Funding community anti-drug coalitions that engage in drug prevention efforts.  (see B10, G6, J.3.)</p>	<p>see B.10., G6, J.3.</p>	<p>see B.10., G6, J.3.</p>
<p>6: Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma</p>	<p>see B.10.</p> <p>Support safe storage of prescription medications and cannabis by purchasing</p>	<p>see B.10.</p> <p>Coalition minutes.</p>

<p>reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).</p> <p>(see B.10, G5, J.3.)</p>	<p>medication lock boxes and distributing to the community. (This is also a dual strategy to prevent suicide by locking up firearms.)</p>	<p>Complete Needs Assessment to support evidence informed activities.</p> <p>Work with each program to develop method to record activities, i.e. materials, meetings, # of participants.</p>
<p>8: Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.</p>	<p>Work with 3 public school districts in Carlton County to provide 'mini grants' of funding to implement local school based strategies to prevent opioid misuse and/or support mental health of students.</p> <p>Details: evidence-based prevention programs in schools or evidence informed for students, families, staff, school athletic programs etc., to be effective in preventing uptake and use of opioids.</p> <p>Support community programs and activities for youth that promote youth development and engage in healthy behaviors. Examples include: providing scholarships/funding for students to participate in after school programming, community education classes, youth sports, etc.</p> <p>Contracts with 3 schools.</p>	
<p>9: School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.</p>		
<p>10: Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.</p>		
<p>11: Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.</p>		

## HARM REDUCTION

### *Goal H: Prevent overdose deaths and other harms (harm reduction)*

Objectives/Strategies	Activity 1/1/25-12/31/25	Process and Outcome measures
1: Increased availability and distribution of naloxone and other	Support 2 additional Naloxone Access points in Carlton County including: nasal	Number of kits distributed at each site location.

drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.	naloxone, harm reduction kits, materials for the boxes.  -Print and distribute educational materials (brochures/flyers/resource cards/wallet cards) to share with community partners and the public.	CMH: Government Services Building: HDC Outreach Center: United Way of Carlton County: Moose Lake Community Center: Essentia Health Moose Lake:  Distributed: CMH: Government Services Building: 15 on 10/10/25 HDC Outreach Center: 15 on 10/8/25 United Way of Carlton County: Moose Lake Community Center: 40 on 10/17/25 Essentia Health Moose Lake:
2: Public health entities providing free naloxone to anyone in the community		
3: Public education relating to emergency responses to overdoses.		Complete Needs Assessment to support public education strategies to address target population.

**OTHER STRATEGIES**

***Goal J: leadership, planning and coordination***

***Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following***

Objectives/Strategies	Activity 1/1/25-12/31/25	Process and Outcome measures
2: A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.	Evaluation: Monitor current drug trends and data to inform future opioid settlement planning based on local and statewide data (drug overdoses, hospital ED discharge data, SUDORS, MN DOSA, etc.)	Interview individuals with lived experience and individuals working in the prevention, treatment, and recovery community.  Identify and summarize public information, i.e. state data.  Collaborate with other counties to explore the possibility of implementing ways to collect local data.  Present results at annual public meetings.
3: Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating	see B.10.  Facilitate CC Drug Prevention Coalition meetings, conduct annual reporting, collect monthly reporting from contractors, provide presentations/updates to	see B.10.  Coalition meetings, attendance, summarizing activities,

<p>those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.</p> <p>(see B.10.)</p>	<p>community partners/elected officials, participate in statewide meetings (LPHA, NE COP).</p>	
---	--	--

The evaluation team will work together with CC PHHS staff implementing the 2026 Opioid Settlement Program to complete both process and outcome evaluation of the program. The workplan includes process and outcome measures; detail for data collection for each will be refined in January 2026 in collaboration with CC PHHS staff. We will meet monthly with staff to review the evaluation workplan to review the status of the program and the evaluation; problem solve; plan next steps; and make any adjustments needed to the evaluation and the program. Evaluation results will be disseminated through public meetings such as the Annual Public Meeting, monthly coalition meetings, using diverse methods such as infographics and PowerPoint. An annual report will be completed based on the evaluation workplan.

## Attachment B - Carlton County – Opioid Remediation Project – Evaluation

Monthly Reporting – Narrative

Due on the 10<sup>th</sup> of each reporting month

Report Author	
Author Contact Information	
Report Date	
Reporting Period	
Invoice Amount for this Reporting Period	

1. Identify and describe the activities that were completed in this reporting period.
2. Provide a qualitative description of successes (ie: a success story, or positive changes noted) that took place during this reporting period.
3. Provide a description of the challenges or barriers faced during this reporting period, and what ideas have been generated to overcome them.
4. Identify the activities that are expected to take place in the next reporting period.
5. Is there anything else you would like to share?

Carlton County Board of Commissioners  
Item for Consideration / Agenda Item Cover Sheet



To: Chairperson, Carlton County Board of Commissioners Meeting Date: January 6, 2026  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From: Chris Berg, Zoning Administrator  
Title of Item for Consideration: Interim Ordinance #41 Progress Report  
Presenter: Chris Berg, Zoning Administrator

**Type of Action Requested** (check all that apply)

- Info only, no action requested at this time
- Award contract or bid
- Approve by resolution

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget
- Yes  No  NA Budget adjustment required
- Yes  No  NA Reviewed by Finance Committee

**Staffing Impact**

- Yes  No  NA Duties of a County employee(s) may be materially affected
- Yes  No  NA Applicable job description(s) may require revision
- Yes  No  NA Item may change the department's authorized staffing level
- Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission

If yes, what was their recommendation The Planning Commission discussed the contents of the report but did not review the final draft. The planned next steps in the report were identified by the Planning Commission.

**Summary**

Interim Ordinance #41 requires a progress report to be provided to the County Board in January 2026. This report fulfills that requirement.

**Supporting Attachments**

- Interim Ordinance #41 Progress Report

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated



**PROGRESS REPORT ON THE STUDY OF POSSIBLE AMENDMENT OF CARLTON COUNTY'S  
OFFICIAL CONTROLS RELATING TO THE CREATION OR EXPANTION OF GREEN BURIAL  
CEMETERIES AND NATURAL ORGANIC REDUCTION FACILITIES IN CARLTON COUNTY**

**Prepared for the Carlton County Board of Commissioners  
By Carlton County Zoning & Environmental Services  
Presented January 6, 2026**

**Contents**

Article I.	Background and Purpose .....	2
Article II.	What are Green Burial Cemeteries and Natural Organic Reduction Facilities .....	2
Article III.	Minnesota's Response .....	3
Article IV.	Minnesota's Regulations .....	3
Article V.	Planning Commission Progress .....	3
Appendix		

## **Article I. Background and Purpose**

Carlton County Ordinance #27 does not adequately address the use, siting, and operation of green burial cemeteries and NOR facilities. The Carlton County Board of Commissioners believes it would be in the public interest to determine whether Carlton County Zoning Ordinance #27 should be amended, extended, or added to in any way in order to better protect the health, safety and general welfare of citizens.

The Carlton County Committee of the Whole (COW) discussed the possibility of a Moratorium on May 6, 2025. The COW recommended the County Board of Commissioners consider the issue. The County Board, at their May 13, 2025, meeting, set a public hearing for June 3, 2025, for a potential interim ordinance placing a one-year moratorium on the creation or expansion of any new or existing green burial cemeteries and NOR facilities. The public hearing was noticed as required by Minnesota Statute 394.26.

Following the public hearing, the potential moratorium was placed on the subsequent agenda of the Carlton County Board of Commissioners on June 10, 2025. The Carlton County Board of Commissioners adopted Interim Ordinance #41 – Carlton County Green Burial Cemetery and Natural Organic Reduction Facility Moratorium on June 10, 2025. The ordinance was published as required in Minnesota Statute 375.51.

The Carlton County Planning Commission has responsibility for reviewing amendments to official controls within the County. The Carlton County Zoning and Environmental Services Department administers and manages official controls relating to Zoning Ordinances. Therefore, the Carlton County Board of Commissioners directed the Planning Commission and the Carlton County Zoning and Environmental Services Department to begin studying the County's current official controls and plans that relate to green burial cemeteries and natural organic reduction (NOR) facilities to determine whether revisions, amendments, extensions, or any other changes to those ordinances would be necessary or desirable in order to protect the public health, safety and welfare in Carlton County. Ordinance #41 directs the Planning Commission, by and through the assistance of staff, to report to the County Board on the progress being made on the study. This report fulfills that requirement.

## **Article II. What are Green Burial Cemeteries and Natural Organic Reduction Facilities**

Green burials are a method of laying a body to rest that emphasizes environmental sustainability without interfering with natural decomposition. Green burials have become popular in recent years following their decline after modern embalming gained popularity. NOR is an emerging process of human disposition that transforms human remains into nutrient-rich soil through managed decomposition. The process begins with placing the body in a vessel, where organic materials such as alfalfa, straw, and wood chips create an environment conducive to natural decomposition. Once the compost is deemed safe, the decedent's responsible party can then receive the resulting soil for use in a variety of ways.

### **Article III. Minnesota's Response**

A statewide moratorium placed a temporary hold on establishing new green burial sites from July 2023 to July 2025 to allow for study of the environmental impacts and potential public health risks of green burials and NOR. In the meantime, in 2024, the state enacted Minnesota Statutes Section 149.955, which authorizes and regulates NOR. The Minnesota Department of Health published its Green Burial and Natural Organic Reduction Study on January 31, 2025.

This study examines the current regulatory landscape of green burials and NOR, with specific attention to Minnesota's unique context. It further studied the environmental and health impacts that may be caused by these disposition methods. The study makes recommendations focused on ensuring environmental protection, public health, and safety of these burial methods.

The Minnesota legislature passed into law in 2025 amendments to Minnesota Statutes Sections 306 and 307 that addressed the recommendations from the MDH study.

### **Article IV. Minnesota's Regulations**

See Appendix for Minnesota Statutes 149.455, 306.991, and 307.14.

### **Article V. Planning Commission Progress**

Interim Ordinance #41 was discussed at four Planning Commission meetings in 2025. Initially, staff provided members relevant documentation including the MDH Study, new statute language, and Zoning Ordinance #27 language regulating cemeteries in Carlton County. Several perspectives were shared on what is in the best interest of the County, and additional discussions are necessary.

Analysis of the MDH Study found recommendations that were not included in the new statute language. It is unclear whether it was intentional and some recommendations were of lesser importance, or if it was an oversight to not adopt all the recommendations made in the study. Potential groundwater pollution was discussed at length. The Planning Commission discussed the possibility of either relying on the state statute language or going further and adopting additional recommendations from the study.

NOR facilities have had little attention to date during Planning Commission discussions. Likely, they would be sited in cities or areas with public utility infrastructure. The Minnesota Department of Health is currently engaged in a rulemaking process to review regulatory areas that may need further refinement. NOR facilities do not appear to present a nuisance to the public and comprehensive regulation exists within state statute.

In conclusion, the Planning Commission and staff will take the following steps:

1. Hold a public hearing to gather public input,
2. Modify existing ordinance language regulating cemeteries,
3. Consider adding ordinance language regulating NOR facilities,
4. Hold a public hearing to consider adoption of new ordinance language.

**149A.955 NATURAL ORGANIC REDUCTION FACILITIES AND NATURAL ORGANIC REDUCTION.**

Subdivision 1. **License required.** This section is effective July 1, 2025. A dead human body may only undergo natural organic reduction in this state at a natural organic reduction facility licensed by the commissioner of health.

Subd. 2. **General requirements.** Any building to be used as a natural organic reduction facility must comply with all applicable local and state building codes, zoning laws and ordinances, and environmental standards. A natural organic reduction facility must have on site a natural organic reduction system approved by the commissioner and a motorized mechanical device for processing the remains in natural reduction and must have in the building a refrigerated holding facility for the retention of dead human bodies awaiting natural organic reduction. The holding facility must be secure from access by anyone except the authorized personnel of the natural organic reduction facility, preserve the dignity of the remains, and protect the health and safety of the natural organic reduction facility personnel.

Subd. 3. **Aerobic reduction vessel.** A natural organic reduction facility must use as a natural organic reduction vessel a contained reduction vessel that is designed to promote aerobic reduction and that minimizes odors.

Subd. 4. **Any room where body is prepared.** Any room where the deceased will be prepared for natural organic reduction must be properly lit and ventilated with an exhaust fan. It must be equipped with a functional sink with hot and cold running water. It must have nonporous flooring, such that a sanitary condition is provided. The walls and ceiling of the room must run from floor to ceiling and be covered with tile, or by plaster or sheetrock painted with washable paint or other appropriate material, such that a sanitary condition is provided. The doors, walls, ceiling, and windows must be constructed to prevent odors from entering any other part of the building.

Subd. 5. **Access and privacy.** (a) The room where a licensed mortician prepares a body must be private and must not have a general passageway through it. All windows or other openings to the outside must be treated in a manner that prevents viewing into the room where the deceased will be prepared for natural organic reduction. A viewing window for authorized family members or their designees is not a violation of this subdivision.

(b) The room must, at all times, be secure from the entrance of unauthorized persons.

(c) For purposes of this section, "authorized persons" are:

(1) licensed morticians;

(2) registered interns or students as described in section 149A.91, subdivision 6;

(3) public officials or representatives in the discharge of their official duties;

(4) trained natural organic reduction facility operators; and

(5) the person or persons with the right to control the dead human body as defined in section 149A.80, subdivision 2, and their designees.

(d) Each door allowing ingress or egress must carry a sign that indicates that the room is private and access is limited. All authorized persons who are present in or enter the room while a body is being prepared for final disposition must be attired according to all applicable state and federal regulations regarding the control of infectious disease and occupational and workplace health and safety.

Subd. 6. **Areas for vessels or naturally organic reduction operations.** Any rooms or areas where the vessels reside or where any operation takes place involving the handling of the vessels or the remains must be ventilated with exhaust fans. The doors, walls, ceiling, and windows shall be constructed to prevent odors from entering any other part of the building. All windows must be treated in a manner that maintains privacy when the remains are handled. A sanitary condition must be provided. Any area where human remains are transferred, prepared, or processed must have nonporous flooring, and the walls and ceiling of the rooms must run from floor to ceiling and be covered with tile, or by plaster, sheetrock, or concrete painted with washable paint or other appropriate material, such that a sanitary condition is provided. Access to the vessel holding area must only be granted to individuals outlined in subdivision 5 and to authorized visitors at the discretion of the licensed facility under the direct supervision of trained facility staff, provided that such access does not violate subdivision 18.

Subd. 7. **Equipment and supplies.** The natural organic reduction facility must have a functional emergency eye wash and quick drench shower.

Subd. 8. **Sanitary conditions and permitted use.** The room where the deceased will be prepared for natural organic reduction, the area where the natural organic reduction vessels are located or where the natural organic reduction operations are undertaken, and all fixtures, equipment, instruments, receptacles, clothing, and other appliances or supplies stored or used in these operations must be maintained in a clean and sanitary condition at all times.

Subd. 9. **Occupational and workplace safety.** All applicable provisions of state and federal regulations regarding exposure to workplace hazards and accidents must be followed to protect the health and safety of all authorized persons at the natural organic reduction facility.

Subd. 10. **Unlicensed personnel.** A licensed natural organic reduction facility may employ unlicensed personnel, provided that all applicable provisions of this chapter are followed. It is the duty of the licensed natural organic reduction facility to provide proper training for all unlicensed personnel, and the licensed natural organic reduction facility shall be strictly accountable for compliance with this chapter and other applicable state and federal regulations regarding occupational and workplace health and safety.

Subd. 11. **Authorization to naturally reduce.** No natural organic reduction facility shall naturally reduce or cause to be naturally reduced any dead human body or identifiable body part without receiving written authorization to do so from the person or persons who have the legal right to control disposition as described in section 149A.80 or the person's legal designee. The written authorization must include:

- (1) the name of the deceased and the date of death of the deceased;
- (2) a statement authorizing the natural organic reduction facility to naturally reduce the body;
- (3) the name, address, phone number, relationship to the deceased, and signature of the person or persons with the legal right to control final disposition or a legal designee;
- (4) directions for the disposition of any non-naturally reduced materials or items recovered from the natural organic reduction vessel;
- (5) acknowledgment that some of the remains will be mechanically reduced to a granulated appearance and returned to the natural reduction vessel with the remains for final reduction; and
- (6) directions for the ultimate disposition of the naturally reduced remains.

Subd. 12. **Limitation of liability.** The limitations in section 149A.95, subdivision 5, apply to natural organic reduction facilities.

Subd. 13. **Acceptance of delivery of body.** (a) No dead human body shall be accepted for final disposition by natural organic reduction unless the body is:

(1) wrapped in a container, such as a pouch, that is impermeable or leak-resistant;

(2) accompanied by a disposition permit issued pursuant to section 149A.93, subdivision 3, including a photocopy of the complete death record or a signed release authorizing natural organic reduction received from a coroner or medical examiner; and

(3) accompanied by a natural organic reduction authorization that complies with subdivision 5.

(b) A natural organic reduction facility shall refuse to accept delivery of the dead human body:

(1) where there is a known dispute concerning natural organic reduction of the body delivered;

(2) where there is a reasonable basis for questioning any of the representations made on the written authorization to naturally reduce; or

(3) for any other lawful reason.

(c) When a container or pouch containing a dead human body shows evidence of leaking bodily fluid, the container or pouch and the body must be returned to the contracting funeral establishment, or the body must be transferred to a new container or pouch by a licensed mortician.

(d) If a dead human body is delivered to a natural organic reduction facility in a container or pouch that is not suitable for placement in a natural organic reduction vessel, the transfer of the body to the vessel must be performed by a licensed mortician.

Subd. 14. **Bodies awaiting natural organic reduction.** A dead human body must be placed in the natural organic reduction vessel to initiate the natural reduction process within 24 hours after the natural organic reduction facility accepts legal and physical custody of the body.

Subd. 15. **Handling of dead human bodies.** All natural organic reduction facility employees handling the containers or pouches for dead human bodies shall use universal precautions and otherwise exercise all reasonable precautions to minimize the risk of transmitting any communicable disease from the body. No dead human body shall be removed from the container or pouch in which it is delivered to the natural organic reduction facility without express written authorization of the person or persons with legal right to control the disposition and only by a licensed mortician. The remains shall be considered a dead human body until after the final reduction. The person or persons with the legal right to control the body may be involved with preparation of the body pursuant to section 149A.01, subdivision 3, paragraph (c).

Subd. 16. **Identification of the body.** All licensed natural organic reduction facilities shall develop, implement, and maintain an identification procedure whereby dead human bodies can be identified from the time the natural organic reduction facility accepts delivery of the body until the naturally reduced remains are released to an authorized party. After natural organic reduction, an identifying disk, tab, or other permanent label shall be placed within the naturally reduced remains container or containers before the remains are released from the natural organic reduction facility. Each identification disk, tab, or label shall have a number that shall be recorded on all paperwork regarding the decedent. This procedure shall be designed to reasonably ensure that the proper body is naturally reduced and that the remains are returned to the appropriate party.

Loss of all or part of the remains or the inability to individually identify the remains is a violation of this subdivision.

**Subd. 17. Natural organic reduction vessel for human remains.** A licensed natural organic reduction facility shall knowingly naturally reduce only dead human bodies or human remains in a natural organic reduction vessel.

**Subd. 18. Natural organic reduction procedures; privacy.** The final disposition of dead human bodies by natural organic reduction shall be done in privacy. Unless there is written authorization from the person with the legal right to control the final disposition, only authorized natural organic reduction facility personnel shall be permitted in the natural organic reduction area while any human body is awaiting placement or being placed in a natural organic reduction vessel, being removed from the vessel, or being processed for placement for final reduction. This does not prohibit an in-person laying-in ceremony to honor the deceased and the transition prior to the placement.

**Subd. 19. Natural organic reduction procedures; commingling of bodies prohibited.** Except with the express written permission of the person with the legal right to control the final disposition, no natural organic reduction facility shall naturally reduce more than one dead human body at the same time and in the same natural organic reduction vessel or introduce a second dead human body into same natural organic reduction vessel until reasonable efforts have been employed to remove all fragments of remains from the preceding natural organic reduction. This subdivision does not apply where commingling of human remains during natural organic reduction is otherwise provided by law. The fact that there is incidental and unavoidable residue in the natural organic reduction vessel used in a prior natural organic reduction is not a violation of this subdivision.

**Subd. 20. Natural organic reduction procedures; removal from natural organic reduction vessel.** Upon completion of the natural organic reduction process, reasonable efforts shall be made to remove from the natural organic reduction vessel all the recoverable remains. The remains shall be transported to the processing area, and any non-naturally reducible materials or items shall be separated from the remains and disposed of, in any lawful manner, by the natural organic reduction facility.

**Subd. 21. Natural organic reduction procedures; processing remains.** The remains that remain intact shall be reduced by a motorized mechanical processor to a granulated appearance. The granulated remains and the rest of the naturally reduced remains shall be returned to a natural organic reduction vessel for final reduction. The remains shall be considered a dead human body until after the final reduction.

**Subd. 22. Natural organic reduction procedures; commingling of remains prohibited.** Except with the express written permission of the person with the legal right to control the final disposition or otherwise provided by law, no natural organic reduction facility shall mechanically process the remains of more than one body at a time in the same mechanical processor or introduce the remains of a second body into a mechanical processor until reasonable efforts have been employed to remove all fragments of remains already in the processor. The fact that there is incidental and unavoidable residue in the mechanical processor is not a violation of this subdivision.

**Subd. 23. Natural organic reduction procedures; testing naturally reduced remains.** A natural organic reduction facility must:

(1) ensure that the material in the natural organic reduction vessel naturally reaches and maintains a minimum temperature of 131 degrees Fahrenheit for a minimum of 72 consecutive hours during the process of natural organic reduction;

(2) analyze each instance of the naturally reduced remains for physical contaminants, including but not limited to intact bone, dental fillings, and medical implants, and ensure naturally reduced remains have less than 0.01 mg/kg dry weight of any physical contaminants;

(3) collect material samples for analysis that are representative of each instance of natural organic reduction, using a sampling method such as those described in the U.S. Composting Council 2002 Test Methods for the Examination of Composting and Compost, method 02.01-A through E;

(4) develop and use a natural organic reduction process in which the naturally reduced remains from the process do not exceed the following limits:

<b>Metals and other testing parameters</b>	<b>Limit (mg/kg dry weight), unless otherwise specified</b>
Fecal coliform	Less than 1,000 most probable number per gram of total solids (dry weight)
Salmonella	Less than 3 most probable number per 4 grams of total solids (dry weight)
Arsenic	Less than or equal to 11 ppm
Cadmium	Less than or equal to 7.1 ppm
Lead	Less than or equal to 150 ppm
Mercury	Less than or equal to 5 ppm
Selenium	Less than or equal to 18 ppm;

(5) analyze, using a third-party laboratory, the natural organic reduction facility's material samples of naturally reduced remains according to the following schedule:

(i) the natural organic reduction facility must analyze each of the first 20 instances of naturally reduced remains for the parameters in clause (4);

(ii) if any of the first 20 instances of naturally reduced remains yield results exceeding the limits in clause (4), the natural organic reduction facility must conduct appropriate processes to correct the levels of the substances in clause (4) and have the resultant remains tested to ensure they fall within the identified limits;

(iii) if any of the first 20 instances of naturally reduced remains yield results exceeding the limits in clause (4), the natural organic reduction facility must analyze each additional instance of naturally reduced remains for the parameters in clause (4) until a total of 20 samples, not including those from remains that were reprocessed as required in item (ii), have yielded results within the limits in clause (4) on initial testing;

(iv) after 20 material samples of naturally reduced remains have met the limits in clause (4), the natural organic reduction facility must analyze at least 25 percent of the natural organic reduction facility's monthly instances of naturally reduced remains for the parameters in clause (4) until 80 total material samples of naturally reduced remains are found to meet the limits in clause (4), not including any samples that required reprocessing to meet those limits; and

(v) after 80 material samples of naturally reduced remains are found to meet the limits in clause (4), the natural organic reduction facility must analyze at least one randomly chosen instance of naturally reduced

remains each month for the parameters in clause (4). If fecal coliform or salmonella in the tested remains exceeds the limit for that substance in clause (4), the natural organic reduction facility must analyze each subsequent instance of naturally reduced remains for fecal coliform and salmonella until ten total material samples are found to meet the limits for those substances in clause (4) on initial testing, demonstrating the natural organic reduction process was effectively corrected;

(6) comply with any testing requirements established by the commissioner for content parameters in addition to those specified in clause (4);

(7) not release any naturally reduced remains that exceed the limits in clause (4); and

(8) prepare, maintain, and provide to the commissioner upon request, a report for each calendar year detailing the natural organic reduction facility's activities during the previous calendar year. The report must include the following information:

- (i) the name and address of the natural organic reduction facility;
- (ii) the calendar year covered by the report;
- (iii) the annual quantity of naturally reduced remains;
- (iv) the results of any laboratory analyses of naturally reduced remains; and
- (v) any additional information required by the commissioner.

**Subd. 24. Natural organic reduction procedures; use of more than one naturally reduced remains container.** If the naturally reduced remains are to be separated into two or more naturally reduced remains containers according to the directives provided in the written authorization for natural organic reduction, all of the containers shall contain duplicate identification disks, tabs, or permanent labels and all paperwork regarding the given body shall include a notation of the number of and disposition of each container, as provided in the written authorization.

**Subd. 25. Natural organic reduction procedures; disposition of accumulated residue.** Every natural organic reduction facility shall provide for the removal and disposition of any accumulated residue from any natural organic reduction vessel, mechanical processor, or other equipment used in natural organic reduction. Disposition of accumulated residue shall be by any lawful manner deemed appropriate.

**Subd. 26. Natural organic reduction procedures; release of naturally reduced remains.** Following completion of the natural organic reduction process, the inurned naturally reduced remains shall be released according to the instructions given on the written authorization for natural organic reduction. If the remains are to be shipped, they must be securely packaged and transported by a method that has an internal tracing system available and which provides a receipt signed by the person accepting delivery. Where there is a dispute over release or disposition of the naturally reduced remains, a natural organic reduction facility may deposit the naturally reduced remains in accordance with the directives of a court of competent jurisdiction pending resolution of the dispute or retain the naturally reduced remains until the person with the legal right to control disposition presents satisfactory indication that the dispute is resolved. A natural organic reduction facility must make every effort to ensure naturally reduced remains are not sold or used for commercial purposes.

**Subd. 27. Unclaimed naturally reduced remains.** If, after 30 calendar days following the inurnment, the naturally reduced remains are not claimed or disposed of according to the written authorization for natural organic reduction, the natural organic reduction facility shall give written notice, by certified mail, to the

person with the legal right to control the final disposition or a legal designee, that the naturally reduced remains are unclaimed and requesting further release directions. Should the naturally reduced remains be unclaimed 120 calendar days following the mailing of the written notification, the natural organic reduction facility may return the remains to the earth respectfully in any lawful manner deemed appropriate.

Subd. 28. **Required records.** Every natural organic reduction facility shall create and maintain on its premises or other business location in Minnesota an accurate record of every natural organic reduction provided. The record shall include all of the following information for each natural organic reduction:

- (1) the name of the person or funeral establishment delivering the body for natural organic reduction;
- (2) the name of the deceased and the identification number assigned to the body;
- (3) the date of acceptance of delivery;
- (4) the names of the operator of the natural organic reduction process and mechanical processor operator;
- (5) the times and dates that the body was placed in and removed from the natural organic reduction vessel;
- (6) the time and date that processing and inurnment of the naturally reduced remains was completed;
- (7) the time, date, and manner of release of the naturally reduced remains;
- (8) the name and address of the person who signed the authorization for natural organic reduction;
- (9) all supporting documentation, including any transit or disposition permits, a photocopy of the death record, and the authorization for natural organic reduction; and
- (10) the type of natural organic reduction vessel.

Subd. 29. **Retention of records.** Records required under subdivision 28 shall be maintained for a period of three calendar years after the release of the naturally reduced remains. Following this period and subject to any other laws requiring retention of records, the natural organic reduction facility may then place the records in storage or reduce them to microfilm, a digital format, or any other method that can produce an accurate reproduction of the original record, for retention for a period of ten calendar years from the date of release of the naturally reduced remains. At the end of this period and subject to any other laws requiring retention of records, the natural organic reduction facility may destroy the records by shredding, incineration, or any other manner that protects the privacy of the individuals identified.

**History:** 2024 c 127 art 58 s 50

**306.991 GREEN BURIALS IN PUBLIC CEMETERIES.**

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

- (b) "Drainage system" has the meaning given in section 103E.005, subdivision 12.
- (c) "Green burial" has the meaning given in section 149A.02, subdivision 42.
- (d) "Natural watercourse" has the meaning given in section 103G.005, subdivision 13.
- (e) "Ordinary high-water level" has the meaning given in section 103G.005, subdivision 14.
- (f) "Water supply well" has the meaning given in section 103I.005, subdivision 20a.

Subd. 2. **Green burial requirements.** A municipality, town, or other cemetery governed by this chapter that allows for green burials must comply with the requirements of this section.

Subd. 3. **Green burial plot locations.** (a) Green burial plots must meet the following criteria:

- (1) be set back 50 feet from property lines;
- (2) maintain at least 3-1/2 feet clearance above the ordinary high-water level;
- (3) not be in standing water;
- (4) not be within zone 1 groundwater source protection zones around a spring, a water supply well, or a shaft drilled into the ground meant to extract water; and
- (5) not be within flood-prone areas.

(b) Green burial plot locations must be a certain distance from water sources. Green burial plot locations must be:

- (1) 50 feet from water supply wells and shafts drilled into the ground used to extract water;
- (2) 100 feet from other springs or watercourses; and
- (3) 33 feet from drainage systems.

Subd. 4. **Exception.** A property with green burial plots in a designated location on or before July 1, 2025, does not need to comply with the requirement of subdivision 3, paragraph (a), clause (1).

Subd. 5. **Burial depth.** (a) Green burial plots must be at a minimum depth of 3-1/2 feet from the base of the grave to the soil horizon.

- (b) Green burials must have 3-1/2 feet of cover.

Subd. 6. **Burial density.** Green burial plots must be a maximum of 300 burials per acre over a 100-year period.

**History:** *1Sp2025 c 3 art 19 s 9*

**307.14 GREEN BURIALS IN PRIVATE CEMETERIES.**

Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have the meanings given.

- (b) "Drainage system" has the meaning given in section 103E.005, subdivision 12.
- (c) "Green burial" has the meaning given in section 149A.02, subdivision 42.
- (d) "Natural watercourse" has the meaning given in section 103G.005, subdivision 13.
- (e) "Ordinary high-water level" has the meaning given in section 103G.005, subdivision 14.
- (f) "Water supply well" has the meaning given in section 103I.005, subdivision 20a.

Subd. 2. **Green burial requirements.** A person who owns a cemetery governed by this chapter that allows for green burials must comply with the requirements of this section.

Subd. 3. **Green burial plot locations.** (a) Green burial plots must meet the following criteria:

- (1) be set back 50 feet from property lines;
- (2) maintain at least 3-1/2 feet clearance above the ordinary high-water level;
- (3) not be in standing water;
- (4) not be within zone 1 groundwater source protection zones around a spring, a water supply well, or a shaft drilled into the ground meant to extract water; and
- (5) not be within flood-prone areas.

(b) Green burial plot locations must be a certain distance from water sources. Green burial plot locations must be:

- (1) 50 feet from water supply wells and shafts drilled into the ground used to extract water;
- (2) 100 feet from other springs or watercourses; and
- (3) 33 feet from drainage systems.

Subd. 4. **Exception.** A property with green burial plots in a designated location on or before July 1, 2025, does not need to comply with the requirement of subdivision 3, paragraph (a), clause (1).

Subd. 5. **Burial depth.** (a) Green burial plots must be at a minimum depth of 3-1/2 feet from the base of the grave to the soil horizon.

- (b) Green burials must have 3-1/2 feet of cover.

Subd. 6. **Burial density.** Green burial plots must be a maximum of 300 burials per acre over a 100-year period.

**History:** *1Sp2025 c 3 art 19 s 11*

Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

E-1  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: 01-06-2025  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: JinYeene Neumann

Title of Item for Consideration: Approve moving forward with a Land Lease for the FDL

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time
- Award contract or bid
- Approve by board action (motion and second only-i.e. refill position)
- Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED)
- 

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget
- Yes  No  NA Budget adjustment required (see budget policy)
- Yes  No  NA Reviewed by Finance Committee

**Staffing Impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected
- Yes  No  NA Applicable job description(s) may require revision
- Yes  No  NA Item may change the department's authorized staffing level
- Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission
- If yes, committee name & recommendation \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Summary**

Approve entering into a long term lease (50 years) with the FDL for property along Airport Road to facilitate access their proposed compost site.

**Supporting Attachments**

- Resolution
- 

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

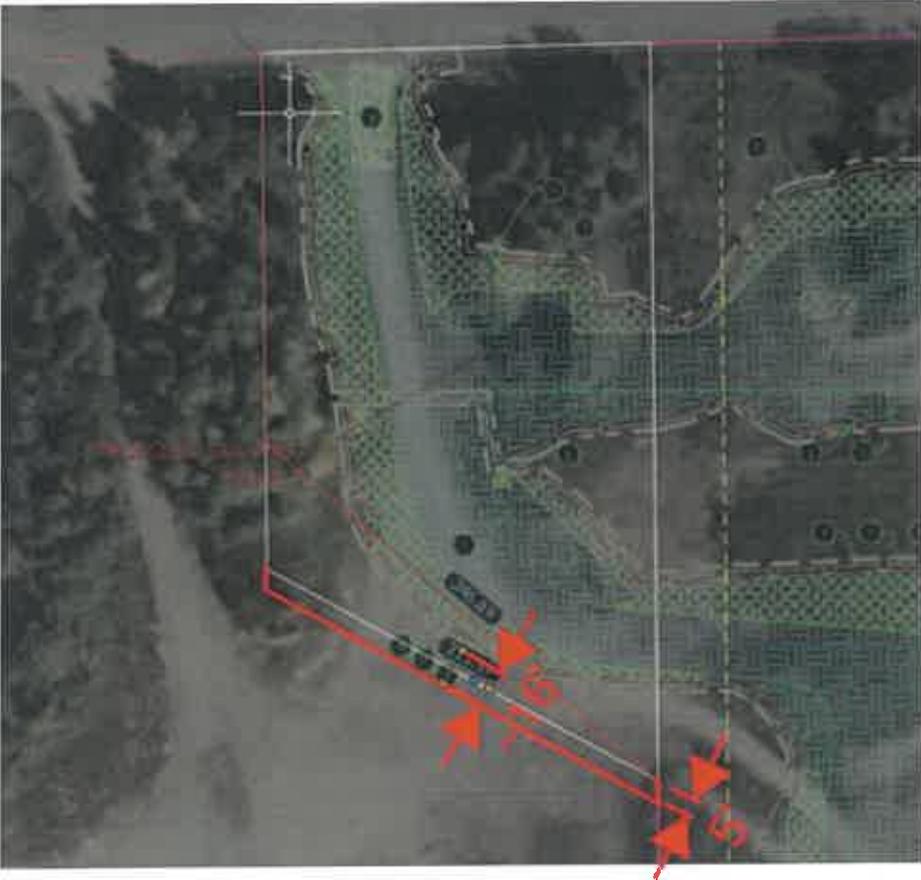






FDL Compost Access Rd

Below is an excerpt of the department's request for easement or land transfer from Carlton County. This property would allow for direct access into the facility across from Boozhoo Dr. This will promote better site lines and traffic and pedestrian safety.



Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

E-2  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: 01-06-2025  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: JinYeene Neumann

Title of Item for Consideration: Approve Bridge Priority Resolution

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time
- Award contract or bid
- Approve by board action (motion and second only-i.e. refill position)
- Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED)
- 

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget
- Yes  No  NA Budget adjustment required (see budget policy)
- Yes  No  NA Reviewed by Finance Committee

**Staffing Impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected
- Yes  No  NA Applicable job description(s) may require revision
- Yes  No  NA Item may change the department's authorized staffing level
- Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission
- If yes, committee name & recommendation \_\_\_\_\_

**Summary**

Approve Resolution to update Bridge Priorities. This qualifies bridges for extra funding such as LBRP (Bridge Bonding).

**Supporting Attachments**

Resolution

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated



RESOLUTION  
For Amending a Prioritized Bridge Replacement List  
January 6, 2026

BE IT FURTHER RESOLVED that Carlton County does hereby request authorization to replace, rehabilitate, or remove such bridges; and

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

Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

H-1  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: January 6, 2026  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: Kevin DeVriendt

Title of Item for Consideration: Absentee Ballot Board

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time
- Award contract or bid
- Approve by board action (motion and second only-i.e. refill position)
- Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED)
- \_\_\_\_\_

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget
- Yes  No  NA Budget adjustment required
- Yes  No  NA Reviewed by Finance Committee

**Staffing Impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected
- Yes  No  NA Applicable job description(s) may require revision
- Yes  No  NA Item may change the department's authorized staffing level
- Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission
- If yes, committee name & recommendation:

**Summary**

The Absentee Ballot Board has the responsibility of accepting and rejecting absentee ballots for all precincts in the county.

**Supporting Attachments**

- Proposed Resolution \_\_\_\_\_
- \_\_\_\_\_

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

# CARLTON COUNTY MINNESOTA

## Auditor/Treasurer

Carlton County Historic Courthouse, 301 Walnut Ave, PO Box 130, Carlton, MN 55718 Phone: 218.384.9127

**Kevin DeVriendt** Auditor/Treasurer

**Kelly Lampel** Chief Deputy Auditor/Treasurer

### **\*\*\*PROPOSED RESOLUTION NO. 26-xxx\*\*\***

WHEREAS, Carlton County is required by Minnesota Statute 203B.121, Subd.1, to establish a County Absentee Ballot Board; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting of returned absentee ballots in Carlton County; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges appointed as provided in sections 204B.19 to 204B.22. The board may include deputy county auditors trained in processing and counting of absentee ballots.

NOW, THEREFORE, BE IT RESOLVED the Carlton County Board of Commissioners hereby authorizes the Carlton County Auditor to establish an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22. The board may include deputy county auditors to perform the task. This is for the 2026-2027 election cycle, ending on December 31, 2027.

Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

H-2  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: January 6, 2026  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: Kevin DeVriendt

Title of Item for Consideration: Mail Ballot Board

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time
- Award contract or bid
- Approve by board action (motion and second only-i.e. refill position)
- Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED)
- 

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget
- Yes  No  NA Budget adjustment required
- Yes  No  NA Reviewed by Finance Committee

**Staffing Impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected
- Yes  No  NA Applicable job description(s) may require revision
- Yes  No  NA Item may change the department's authorized staffing level
- Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission
- If yes, committee name & recommendation:

**Summary**

The Mail Ballot Board has the responsibility of accepting and rejecting mail ballots for all the mail ballot precincts in the county.

**Supporting Attachments**

- Proposed Resolution
- 

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

# CARLTON COUNTY MINNESOTA

## Auditor/Treasurer

Carlton County Historic Courthouse, 301 Walnut Ave, PO Box 130, Carlton, MN 55718 Phone: 218.384.9127

*Kevin DeVriendt Auditor/Treasurer*

*Kelly Lampel Chief Deputy Auditor/Treasurer*

### **\*\*\*PROPOSED RESOLUTION NO. 26-xxx\*\*\***

WHEREAS, Carlton County is required by Minnesota Statute 204B.45, Subd.2, to establish a County Mail Ballot Board; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting of returned mail ballots in Carlton County; and

WHEREAS, the Mail Ballot Board would consist of a sufficient number of election judges appointed as provided in sections 204B.19 to 204B.22. The board may include deputy county auditors trained in processing and counting of mail ballots.

NOW, THEREFORE, BE IT RESOLVED the Carlton County Board of Commissioners hereby authorizes the Carlton County Auditor to establish a Mail Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22. The board may include deputy county auditors to perform the task. This is for the 2026-2027 election cycle, ending on December 31, 2027.

Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

H-3  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: January 6, 2026  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: Kevin DeVriendt

Title of Item for Consideration: UOCAVA Ballot Board

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time
- Award contract or bid
- Approve by board action (motion and second only-i.e. refill position)
- Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED)
- 

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget
- Yes  No  NA Budget adjustment required
- Yes  No  NA Reviewed by Finance Committee

**Staffing Impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected
- Yes  No  NA Applicable job description(s) may require revision
- Yes  No  NA Item may change the department's authorized staffing level
- Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission
- If yes, committee name & recommendation:

**Summary**

The UOCAVA Ballot Board has the responsibility of accepting and rejecting UOCAVA absentee ballots for all precincts in the county.

**Supporting Attachments**

- Proposed Resolution \_\_\_\_\_
- \_\_\_\_\_

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

# CARLTON COUNTY MINNESOTA

## Auditor/Treasurer

Carlton County Historic Courthouse, 301 Walnut Ave, PO Box 130, Carlton, MN 55718 Phone: 218.384.9127

*Kevin DeVriendt Auditor/Treasurer*

*Kelly Lampel Chief Deputy Auditor/Treasurer*

### **\*\*\*PROPOSED RESOLUTION NO. 26-xxx\*\*\***

WHEREAS, Carlton County is required by Minnesota Statute 203B.23, Subd.1, to establish a County Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) Ballot Board for ballots issued under sections 203B.16 to 203B.27; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting of returned UOCAVA absentee ballots in Carlton County; and

WHEREAS, the UOCAVA Ballot Board would consist of a sufficient number of election judges appointed as provided in sections 204B.19 to 204B.22. The board may include deputy county auditors trained as election judges and in processing and counting of UOCAVA absentee ballots.

NOW, THEREFORE, BE IT RESOLVED the Carlton County Board of Commissioners hereby authorizes the Carlton County Auditor to establish a UOCAVA Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22. The board may include deputy county auditors to perform the task. This is for the 2026-2027 election cycle, ending on December 31, 2027.

Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

H- 4  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: January 6, 2026  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: Gary Jackson

Title of Item for Consideration: 2026 County Sheriff & Attorney Salary Request

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time  
 Award contract or bid  
 Approve by board action (motion and second only-i.e. refill position)  
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE, BE IT RESOLVED")

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget  
 Yes  No  NA Budget adjustment required  
 Yes  No  NA Reviewed by Finance Committee

**Staffing Impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected  
 Yes  No  NA Applicable job description(s) may require revision  
 Yes  No  NA Item may change the department's authorized staffing level  
 Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission  
If yes, committee name & recommendation:

**Summary**

Request approval to set minimum salaries for County Sheriff and County Attorney as required by Minn. Stat. § 387.20 Subd. 2(b) and Minn. Stat. § 388.18 Subd. 2, respectively. Both statutes require the County Board to declare a minimum salary at the first public meeting held in an election year. Salaries are based on the 2026 wage schedule for Grade 250, Step 1 for County Sheriff and Grade 260, Step 1 for County Attorney.

**Supporting Attachments**

- \_\_\_\_\_  
 \_\_\_\_\_

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

Summary-Formal Resolution Language (if needed):

\*\*\* RESOLUTION NO. 26-000\*\*\*

BY COMMISSIONER: Proulx

ADOPTED: January 6, 2026

WHEREAS, under Minn. Stat. § 388.18 Subd. 2., at the January meeting prior to the first date on which applicants may file for the office of County Attorney, the Carlton County Board of Commissioners shall set by resolution the minimum salary to be paid the County Attorney for the term next following.

WHEREAS, under Minn. Stat. § 387.20 Subd. 2. (b), at the January meeting prior to the first date on which applicants may file for the office of County Sheriff, the Carlton County Board of Commissioners shall set by resolution the minimum salary to be paid the County Sheriff for the term next following; and

NOW, THEREFORE, BE IT RESOLVED, that the minimum salary as set by the Carlton County Board of Commissioners for the elected positions for the County Attorney and County Sheriff shall for the next term following be:

Position Minimum Salary 2026 – Grade 250 Step 1 (Sheriff) & Grade 260 Step 1 (Attorney)

Sheriff \$130,686.40  
Attorney \$139,401.60

\*\*\*\*\*

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and carried, the above resolution was adopted.

Yea votes:  
Nay votes:  
Absent: None

I, Kevin DeVriendt, Auditor/Treasurer of the County of Carlton, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 6th day of January, 2026 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE in Carlton, Minnesota, this 6th day of January, 2026.

Kevin DeVriendt  
Carlton County Auditor/Treasurer

**387.20 SALARIES, FEES, BUDGETS; APPEALS.**

Subdivision 1. **Counties under 75,000.** (a) In addition to the sheriff's salary, the sheriff shall be reimbursed for all expenses incurred in the performance of official duties for the sheriff's county and the claim for the expenses shall be prepared, allowed, and paid in the same manner as other claims against counties are prepared, allowed, and paid except that the expenses incurred by the sheriffs in the performance of service required of them in connection with persons with a mental illness either by a district court or by law and a per diem for deputies and assistants necessarily required under the performance of the services shall be allowed and paid as provided by the law regulating the apprehension, examination, and commitment of persons with a mental illness; provided that any sheriff or deputy receiving an annual salary shall pay over any per diem received to the county in the manner and at the time prescribed by the county board, but not less often than once each month.

(b) All claims for livery hire shall state the purpose for which such livery was used and have attached thereto a receipt for the amount paid for such livery signed by the person of whom it was hired.

(c) A county may pay a sheriff or deputy as compensation for the use of a personal automobile in the performance of official duties a mileage allowance prescribed by the county board or a monthly or other periodic allowance in lieu of mileage. The allowance for automobile use is not subject to limits set by other law.

Subd. 2. **Board procedure, details.** (a) The county board of each of the counties of less than 75,000 population annually shall set by resolution the salary of the county sheriff which shall be paid to the county sheriff at such intervals as the board shall determine, but not less often than once each month.

(b) At the January meeting prior to the first date on which applicants may file for the office of county sheriff the board shall set by resolution the minimum salary to be paid the county sheriff for the term next following.

(c) In the event a vacancy occurs in the office of county sheriff, the board may set the annual salary for the remainder of the calendar year at an amount less than was set for that year.

(d) The salary of the county sheriff shall not be reduced during the term for which the sheriff was elected or appointed.

Subd. 3. MS 1974 [Repealed, 1975 c 301 s 16]

Subd. 4. MS 2008 [Repealed, 2009 c 152 s 25]

Subd. 5. **Fees, expenses, per diems.** The county sheriff shall charge and collect all fees and per diems prescribed by law and may require such fees and per diems to be paid before performing the services for which they are charged. The sheriff shall pay all such fees and per diems to the county in the manner and at the times prescribed by the county board, but not less often than once each month. The sheriff shall not retain any additional compensation or other emolument for services in any activity of county government. For purposes of this subdivision, (1) the expenses of the sheriff incurred in the performance of official duties for the county, (2) uniform allowances, (3) mileage and travel allowances, except as the board shall have furnished motor vehicles pursuant to Minnesota Statutes 1961, section 387.29, (4) living quarters provided by the county, and (5) payments for boarding prisoners, shall not be deemed an emolument of the office.

Subd. 6. **Budget.** The county board by resolution shall provide the budget for:

(1) the salaries of deputies, jailers, matrons, bailiffs, clerks and other employees in the office of the sheriff;

(2) other expenses necessary in the performance of the duties of said office, including the reimbursement of the sheriff or a designee for necessary and reasonable expenses incurred in furnishing board, laundry and other services to prisoners in the county jail, provided that the county board may at its option provide for the furnishing of these services to the prisoners;

(3) the payment of premiums of any bonds or license fees required of the sheriff or any deputy or other employee in said office; and

(4) mileage allowances prescribed by the board and the board is authorized to appropriate funds therefor and for the salary of the sheriff.

**Subd. 7. Appeal on salary, budget.** The sheriff, if dissatisfied with the action of the county board in setting the amount of the sheriff's salary or the amount of the budget for the office of sheriff, may appeal to the district court on the grounds that the determination of the county board in setting such salary or budget was arbitrary, capricious, oppressive or without sufficiently taking into account the extent of the responsibilities and duties of said office, and the sheriff's experience, qualifications, and performance. The appeal shall be taken within 15 days after the date of the resolution setting such salary or budget by serving a notice of appeal on the county auditor and filing same with the court administrator of the district court. The court either in term or vacation and upon ten days' notice to the chair of the board shall hear such appeal. On the hearing of the appeal the court shall review the decision or resolution of the board in a hearing de novo and may hear new or additional evidence, or the court may order the officer appealing and the board to submit briefs or other memoranda and may dispose of the appeal on such writings. If the court shall find that the board acted in an arbitrary, capricious, oppressive or unreasonable manner or without sufficiently taking into account the extent of the responsibilities and duties of the office of the sheriff, the sheriff's experience, qualifications, and performance, it shall make such order to take the place of the order appealed from as is justified by the record and shall remand the matter to the county board for further action consistent with the court's findings. After determination of the appeal the county board shall proceed in conformity therewith.

**Subd. 8. Time of effect.** The provisions of subdivisions 1 to 7 shall take effect in the respective counties specified in subdivisions 1 to 7 as follows:

(1) upon the expiration of the term of the incumbent holding the office on July 1, 1965; or

(2) upon the occurrence prior thereto of a vacancy in the office of county sheriff; or

(3) subsequent to July 1, 1965, and upon not less than 30 days' written notice by the sheriff, the county board shall make the provisions of subdivisions 1 to 7 effective on the first day of the month following the expiration of the notice period.

**Subd. 9. Inconsistent law superseded.** All laws relating to the salary, fees, and deputies and clerk hire for the county sheriff inconsistent herewith are superseded.

**History:** 1917 c 312 s 1; 1957 c 492 s 1; 1965 c 840 s 1-3; 1969 c 1151 s 2,3; 1973 c 156 s 1; 1975 c 94 s 1,2; 1976 c 88 s 1; 1980 c 519 s 2,3; 1985 c 281 s 10; 1986 c 444; 1Sp1986 c 3 art 1 s 82; 1995 c 189 s 8; 1996 c 277 s 1; 2009 c 152 s 15,16; 2013 c 59 art 3 s 7

**388.18 COMPENSATION SCHEDULE, SALARIES.**

Subdivision 1. **Minimum salaries.** The county attorneys in all counties in this state with less than 100,000 inhabitants, according to the 1960 federal census shall receive as compensation for services rendered by them for their respective counties annual salaries not less than the following amounts based on the population according to the then last preceding federal census:

- (a) in counties with less than 10,000 inhabitants, \$4,000;
- (b) in counties with 10,000 but less than 20,000 inhabitants, \$5,000;
- (c) in counties with 20,000 but less than 30,000 inhabitants, \$6,000;
- (d) in counties with 30,000 but less than 40,000 inhabitants, \$7,000;
- (e) in counties with 40,000 or more inhabitants, \$8,000.

Subd. 2. **Set by board.** The county board of each of the counties specified in subdivision 1 annually shall set by resolution the salary of the county attorney which shall be paid to the county attorney at such intervals as the board shall determine but not less often than once each month. At the January meeting prior to the first date on which applicants may file for the office of county attorney the board shall set by resolution the minimum salary to be paid the county attorney for the term next following. In the event a vacancy occurs in the office of county attorney the board may set the annual salary for the remainder of the calendar year at an amount less than was set for that year. The board in any case specified in this section may not set the annual salary at an amount less than the minimums provided in subdivision 1 but it may set the salary in excess of such minimums. The salary of the county attorney shall not be reduced during the term for which the county attorney is elected or appointed.

Subd. 3. MS 1949 [Repealed, 1951 c 327 s 6]

Subd. 3. MS 1974 [Repealed, 1975 c 301 s 16]

Subd. 4. **Effect upon certain sections.** Subdivisions 1 to 3 shall not be construed as repealing any existing law which provides for a higher minimum salary in any county than the amount provided in subdivision 1, but shall be deemed to supersede the provisions of any act setting a maximum salary for the county attorney in any of the counties specified in subdivision 1.

Subd. 5. **Budget for office.** The county board by resolution shall provide the budget for (1) the salary of the county attorney, any assistant county attorneys and employees in the county attorney's office; (2) the salary or other fees of any attorneys or firms of attorneys employed or engaged to prosecute misdemeanors, petty misdemeanors, gross misdemeanors, municipal ordinance violations, or municipal charter, rule or regulation violations, if any; (3) other expenses necessary in the performance of the duties of the office; and (4) the payment of premiums of any bonds required of the county attorney and any assistant county attorney or employee in the county attorney's office. The board is authorized to appropriate funds for those purposes.

Subd. 6. **Appeal from resolution of board.** The county attorney, if dissatisfied with the action of the county board in setting the amount of the county attorney's salary or the amount of the budget for the office of county attorney, may appeal to the district court on the grounds that the determination of the county board in setting such salary or budget was arbitrary, capricious, oppressive, or in unreasonable disregard for the responsibilities and duties of said office, and the county attorney's experience, qualifications, and performance. The appeal shall be taken within 15 days after the date of the resolution setting such salary or budget by serving a notice of appeal on the county auditor and filing same with the court administrator of the district

court. The county board may retain special counsel pursuant to section 388.09 to represent it in the appeal proceedings. The court either in term or vacation and upon ten days' notice to the chair of the board shall hear such appeal. On the hearing of the appeal the court shall review the decision or resolution of the board in like manner as though reviewed by certiorari, except new or additional evidence may be taken. The court may order the officer appealing and the board to submit briefs or other memoranda and may dispose of the appeal on such writings. If the court shall find that the board acted in an arbitrary, capricious, oppressive or unreasonable manner it shall remand the matter to the county board for further action consistent with the court's finding.

**History:** 1945 c 525 s 1,2; 1949 c 597 s 2-4; 1951 c 327 s 6; 1967 c 718 s 2; 1983 c 177 s 7; 1983 c 345 s 10; 1985 c 281 s 11; 1986 c 444; 1Sp1986 c 3 art 1 s 82

Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

H- 5  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: January 6, 2026  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: Kevin DeVriendt

Title of Item for Consideration: Consider Conflict of Interest Resolution

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time  
 Award contract or bid  
 Approve by board action (motion and second only-i.e. refill position)  
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE, BE IT RESOLVED")

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget  
 Yes  No  NA Budget adjustment required  
 Yes  No  NA Reviewed by Finance Committee

**Staffing Impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected  
 Yes  No  NA Applicable job description(s) may require revision  
 Yes  No  NA Item may change the department's authorized staffing level  
 Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission  
If yes, committee name & recommendation:

**Summary**

See Attached

**Supporting Attachments**

- Conflict of Interest Resolution

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

# CARLTON COUNTY MINNESOTA

## Auditor/Treasurer

Carlton County Historic Courthouse, 301 Walnut Ave, PO Box 130, Carlton, MN 55718 Phone: 218.384.9127

Kevin DeVriendt Auditor/Treasurer

Kelly Lampel Chief Deputy Auditor/Treasurer

### \*\*\*PROPOSED RESOLUTION NO. 26-xxx\*\*\*

BY COMMISSIONER: xxx

ADOPTED: January 6, 2026

WHEREAS, public officials and employees of Carlton County could be in a position to refer or contract with private vendors of service(s); and

WHEREAS, Minnesota Statutes, section 382.18, prevents Carlton County officials and employees from being interested, directly or indirectly, in contracts; and

WHEREAS, it is vital to the integrity of Carlton County that contracts and referrals for services be made in the best interests of Carlton County and free from any possible conflict.

NOW, THEREFORE, BE IT RESOLVED that no public official or employee of Carlton County in direct contact with providers or potential providers, or who may directly or indirectly influence the purchasing of services or contracting for services, or otherwise has official involvement in the purchasing or contracting process may:

1. Have any financial interest or have any personal beneficial interest, directly or indirectly, in contracts or purchase orders for goods or services used by or purchased by Carlton County.
2. Accept directly or indirectly from a person, firm, or corporation to which a contract or purchase order has been or may be awarded, a rebate, gift, money, or anything of value other than items of nominal value. No such employees may further accept any promise, obligation, or contract for future reward.
3. Serve on any board or commission as a representative of Carlton County that contracts with or provides services to Carlton County or its Board, without the express written consent of the Carlton County Board, except that public officials need only to notify the Carlton County Board of such service. This provision does not apply to union activities, as defined by the various collective bargaining agreements.

BE IT FINALLY RESOLVED that we, as Department Heads, Elected, and Appointed Officials, have read the foregoing and are not aware of any violations of this policy.

\*\*\*\*\*

Upon motion by xxx, seconded by xxx, and carried, the above resolution was adopted.

I, Kevin DeVriendt, Auditor/Treasurer of the County of Carlton, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 6th day of January 2026 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE in Carlton, Minnesota, this 6th day of January 2026.

Kevin DeVriendt  
Carlton County Auditor/Treasurer

Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

H-6

Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: January 6, 2026  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: Kevin DeVriendt

Title of Item for Consideration: **Consider bids for legal publications for 2026**

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time  
 Award contract or bid  
 Approve by board action (motion and second only-i.e. refill position)  
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE, BE IT RESOLVED")

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget  
 Yes  No  NA Budget adjustment required  
 Yes  No  NA Reviewed by Finance Committee

**Staffing Impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected  
 Yes  No  NA Applicable job description(s) may require revision  
 Yes  No  NA Item may change the department's authorized staffing level  
 Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission  
If yes, committee name & recommendation:

**Summary**

See Attached Only one "combined" bid  
2026 \$15.00 1.35% increase  
2025 \$14.80

**Supporting Attachments**

Bids for Legal Publications

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

Pine Knot  
News

MOOSE LAKE  
STAR ★ GAZETTE  
ESTABLISHED 1887

November 18, 2025

Kevin DeVriendt, Carlton County Auditor/Treasurer  
301 Walnut Avenue Room 205  
PO Box 130  
Carlton, Minnesota 55718

Dear Mr. DeVriendt:

Pursuant to the 1936 Supreme Court ruling involving the Brainerd Daily Dispatch, and based on an arrangement of the two newspapers of Carlton County meeting the requirements of MN Statute 331A.02 to provide an efficient, low-cost way to provide countywide circulation of County Board proceedings, the *Pine Knot News* and the *Moose Lake Star Gazette* submit the following joint bid for 2026:

To publish the Commissioners Proceedings, summary of the County Board Meetings of the County Board, both publications of the Delinquent Real Estate Tax List, both publications of the financial statement and other legal publications in both newspapers, the total rate will be \$15.00 an inch with a 6-point type and 11 lines per inch. Most of the raw materials we use to print our papers have been subject to tariffs and, along with rising postage, we have experienced increases in our overall costs since last year.

We would prefer legal notices emailed to [evergreen@m1stargazette.com](mailto:evergreen@m1stargazette.com) and [news@pineknotnews.com](mailto:news@pineknotnews.com), where we will then process the notice for publication in both newspapers. Our deadline is noon on Mondays.

Sincerely,



Jeff Andres  
Group Publisher  
*Moose Lake Star Gazette*  
Northstar Media, Inc.



Jana Peterson  
Editor  
*Pine Knot News*

Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

H- 7  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: January 6, 2026  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: Kevin DeVriendt

Title of Item for Consideration: Set dates and times for 2026 County Board Meetings

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time  
 Award contract or bid  
 Approve by board action (motion and second only-i.e. refill position)  
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE, BE IT RESOLVED")

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget  
 Yes  No  NA Budget adjustment required  
 Yes  No  NA Reviewed by Finance Committee

**Staffing Impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected  
 Yes  No  NA Applicable job description(s) may require revision  
 Yes  No  NA Item may change the department's authorized staffing level  
 Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission  
If yes, committee name & recommendation:

**Summary**

See attached for proposed resolution. Holidays, Elections, Trainings, and other meeting days may change the normal date, time, and location of the County Board meetings that are generally set for the second Tuesday at 8:30 a.m. and the fourth Monday at 4:00 p.m., both at the Transportation Building.

**Supporting Attachments**

Proposed Dates/Times

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

**Summary:**

BE IT RESOLVED the schedule of Carlton County Board Meetings for 2026, with meetings to be held at the Carlton County Transportation Building, 1630 County Road 61, Carlton, unless otherwise indicated and/or posted, shall be as follows:

Regular Meeting - 8:30 a.m. on the second Tuesday of each month

Adjourned Meeting - 4:00 p.m. on the fourth Monday of each month

BE IT FURTHER RESOLVED the May Adjourned Board Meeting will be held at 4:00 p.m. on **Tuesday, May 26, 2026**, at the Carlton County Transportation Building unless indicated otherwise. (Memorial Day Holiday-Monday)

BE IT FURTHER RESOLVED the August Regular Board Meeting will be held at 8:30 a.m. on Tuesday, August 11, 2026, at the **Carlton County Government Services Building**, 1307 Cloquet Ave, Cloquet unless indicated otherwise. (Primary Election-Atkinson Twp uses Transp Bldg)

BE IT FURTHER RESOLVED that the December Regular Board Meeting will be held at **4:00 p.m.**, on **December 9 or 10? \_\_\_\_\_, 2026**, at the Carlton County Transportation Building unless indicated otherwise. (AMC Conference 12/6-9)

BE IT FURTHER RESOLVED that the Carlton County Board of Commissioners will meet for the Truth in Taxation at **6:00 p.m.** on **December 9 or 10? \_\_\_\_\_, 2026**, at the Carlton County Transportation Building; this meeting is subject to change in accordance with Department of Revenue Guidelines. (AMC Conference 12/6-9)

BE IT FURTHER RESOLVED that per the 2025 Legislative changes to Minnesota Statute 13D regarding Open Meeting Law (OML), Commissioners may be participating via interactive technology.

BE IT FURTHER RESOLVED that the Carlton County Board of Commissioners will meet as the Carlton County Board of Appeal and Equalization (CBAE) and the Board of Review (BOR) for the Unorganized Townships of Carlton County at **3:30 p.m. on June 15, 2026**, and if necessary at **3:00 p.m. on June 22, 2026**, at the Carlton County Transportation Building; These meetings are subject to change in accordance with Department of Revenue Guidelines.

Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

H- 8  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: January 6, 2026  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: Kevin DeVriendt

Title of Item for Consideration: Set dates and times for Committee of the Whole in 2026

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time
- Award contract or bid
- Approve by board action (motion and second only-i.e. refill position)
- Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE, BE IT RESOLVED)
- 

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget
- Yes  No  NA Budget adjustment required
- Yes  No  NA Reviewed by Finance Committee

**Staffing Impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected
- Yes  No  NA Applicable job description(s) may require revision
- Yes  No  NA Item may change the department's authorized staffing level
- Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission
- If yes, committee name & recommendation:

**Summary**

See attached for proposed resolution. Holidays, Elections, Trainings, and other meeting days may change the normal date, time, and location of the Committee of the Whole meetings that are generally set for the first Tuesday of each month (not January) at 4:00 p.m. at the Transportation Building.

**Supporting Attachments**

- Proposed Dates/Times \_\_\_\_\_
- \_\_\_\_\_

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

**Summary:**

BE IT RESOLVED the Carlton County Board of Commissioners shall meet as a Committee of the Whole at the Carlton County Transportation Building Meeting Room, 1630 County Road 61, Carlton, on the first Tuesday of each month in 2026 at 4:00 p.m. beginning in February, to discuss Road and Bridge, Land and Buildings, General Government, Public Safety, and other matters.

BE IT FURTHER RESOLVED the August Regular Committee of the Whole Meeting will be held at 4:00 p.m. on Tuesday, November 3, 2026, at the **Carlton County Government Services Building**, 1307 Cloquet Ave, Cloquet unless indicated otherwise. (General Election)

BE IT FURTHER RESOLVED that per the 2025 Legislative changes to Minnesota Statute 13D regarding Open Meeting Law (OML), Commissioners may be participating via interactive technology.

Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

H- 9  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: January 6, 2026  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: Kevin DeVriendt

Title of Item for Consideration: Commissioner appointments to Commissions/Committees for 2026

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time  
 Award contract or bid  
 Approve by board action (motion and second only-i.e. refill position)  
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE, BE IT RESOLVED")

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget  
 Yes  No  NA Budget adjustment required  
 Yes  No  NA Reviewed by Finance Committee

**Staffing Impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected  
 Yes  No  NA Applicable job description(s) may require revision  
 Yes  No  NA Item may change the department's authorized staffing level  
 Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission  
If yes, committee name & recommendation:

**Summary**

DRAFT Attached 2025/2026 info. Update for 2026.  
Per MN Statute 375.055 Board may establish a schedule of per diem payments for service by Commissioners.

**Supporting Attachments**

- Proposed Committee Appointments

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

**2025 DRAFT-UPDATE Committee / Commission**

Committee of the Whole (COTW) (rotate annually- dist 5,1,4,2,3)  
 Arrowhead Counties Association (ACA)  
 Arrowhead Economic Opportunity Agency (AEOA)  
 Arrowhead Health Alliance (AHA)  
 Arrowhead Library System (ALS) (Regional)  
 Arrowhead Regional Corrections (ARC) (rotate annually)  
 Arrowhead Regional Development Commission (ARDC)  
 Association of Minnesota Counties (AMC) District 1  
 AMC District 1 Director  
 AMC Env & Nat Res Policy Committee  
 AMC General Government Policy Committee  
 AMC Health & Human Services Policy Committee  
 AMC Public Safety Policy Committee  
 AMC Transportation & Infrastructure Policy Committee  
 AMC Tribal Relations Committee  
 AMC ICWA/MIFPA Out of Home Placements  
 Big Sandy Watershed District  
 Carlton Ambulance & Fire District  
 Carlton County Airport Commission  
 Carlton County Association of Townships (CCATO)  
 Carlton County Building/Facilities Committee  
 Carlton County Collaborative  
 Carlton County Comprehensive Land Use Plan (CLUP)  
 Carlton County Department Head Hiring Committee  
 Carlton County Drug Prevention Coalition  
 Carlton County Economic Development Authority (EDA)  
 Carlton County Extension Committee (CEC)  
 Carlton County Fair Board Representative  
 Carlton County Finance Committee (rotate annually chair & vice)  
 Carlton County Fire Chiefs  
 Carlton County Housing Trust Fund  
 Carlton County Human Services Advisory Committee (HSAC)  
 Carlton County Human Services Appeal Committee  
 Carlton County Information Technology Committee (IT)  
 Carlton County Insurance Committee (rotate annually)  
 Carlton County Justice Partners  
 Carlton County Law Enforcement Community  
 Carlton County Law Library  
 Carlton County Personnel Committee  
 Carlton County Planning Commission  
 Carlton County Probation Committee  
 Carlton County Union Negotiation Committee  
 Carlton County Wellness Committee  
 Cloquet Economic Development Partnership  
 Community Health Board (CHB) (Regional)  
 Cromwell/Wright Fire District  
 Emergency Medical Services Council (EMS)  
 Fond du Lac Tribal/County Relation  
 Lakes and Pines Community Action Council (CAC)  
 Laurentian Resource Conservation & Development (LRCD)  
 Local Emergency Food and Shelter Board  
 National Association of Counties (NACo)  
 Northeast MN Area Transportation Partnership (NEATP)  
 Northeast Minnesota Office of Job Training (JET)  
 Northeast Waste Advisory Board (NEWAC)  
 Northern Counties Land Use Coordinating Board (NCLUCB)  
 Northwest Carlton County Ambulance District (NWCCAD)  
 One Watershed One Plan Policy Committee (1W1P)

**Commissioner(s)/Representative**

Reed Proulx-Chair/Plante Buhs Reed-Vice  
 Bodie  
 Reed  
 Plante Buhs/Bodie (alt)  
 Anja Lisa Bottila  
 Bodie/Proulx (alt)  
 Zmyslony  
 All Commissioners  
 Zmyslony  
 Plante Buhs  
 Reed  
 Proulx  
 Bodie  
 Zmyslony  
 Proulx/Plante Buhs  
 Proulx/Plante Buhs NEW 2025  
 Reed  
 Plante Buhs (Sawyer)/Zmyslony (alt)  
 Reed/Plante Buhs  
 All Commissioners NOT new, but on list?  
 Bodie/Proulx  
 Proulx/Plante Buhs  
 All Commissioners NEW  
 All Commissioners NOT new, but on list?  
 Proulx/Bodie  
 Bodie/Zmyslony  
 Zmyslony/Reed  
 Zmyslony/Reed (alt)  
 Proulx/Reed, Zmyslony (alt)  
 Zmyslony NEW 2025  
 Zmyslony/Plante Buhs, Reed (alt)  
 Bodie  
 Bodie/Plante Buhs/Napoli/Genereau  
 Bodie/Plante Buhs (alt)  
 Bodie/Zmyslony, Reed (alt)  
 Bodie/Plante Buhs  
 Zmyslony  
 Reed  
 Zmyslony NEW 2025 (rep union neg com)  
 Reed/Zmyslony (alt)  
 Bodie/Boucher, Proulx (alt)  
 Zmyslony/Plante Buhs (alt)  
 Proulx  
 Proulx/Plante Buhs/Pervenanze  
 Bodie/Rick Breuer CMH  
 Reed (unorg)/Plante Buhs (alt)  
 Zmyslony/Reed (alt)  
 Proulx/Plante Buhs, Reed (alt)  
 Reed  
 Zmyslony  
 Zmyslony  
 All Commissioners  
 Reed/Neumann, Zmyslony (alt)  
 Proulx  
 Reed/Proulx (alt)  
 Zmyslony/Proulx (alt) NEW 2024  
 Reed (unorg)/Dennis Lundin (alt)  
 Zmyslony/Reed (Nemadji River)  
 Bodie/Proulx (St. Louis River)  
 Reed/Zmyslony (Kettle River)  
 Reed/Zmyslony (Upper Mississippi River)

Regional Emergency Communications Board  
Soil & Water Conservation District Liaison (SWCD)  
Carlton County Special Meetings  
Add Yes or No?

Bodie/Lake (alt)  
Reed/Zmyslony (alt)  
All Commissioners

Carlton County Board of Commissioners  
Item for Consideration (IFC)/ Agenda Item Cover Sheet

H- 10  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: January 6, 2026  
Via: Kevin DeVriendt, County Auditor/Treasurer  
From/Presenter: Kevin DeVriendt

Title of Item for Consideration: NON-Commissioners appointments to Commissions/Committees for 2026

**Type of Action Requested** (check ONE)

- Info only, no action requested at this time
- Award contract or bid
- Approve by board action (motion and second only-i.e. refill position)
- Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE, BE IT RESOLVED)
- 

**Fiscal Impact** (check all that apply)

- Yes  No  NA Item included under current budget
- Yes  No  NA Budget adjustment required
- Yes  No  NA Reviewed by Finance Committee

**Staffing Impact** (check all that apply)

- Yes  No  NA Duties of a County employee(s) may be materially affected
- Yes  No  NA Applicable job description(s) may require revision
- Yes  No  NA Item may change the department's authorized staffing level
- Yes  No  NA Reviewed by Human Resources

**Other**

- Yes  No  NA Reviewed by other Committee, Board or Commission
- If yes, committee name & recommendation:

**Summary**

See Attached

**Supporting Attachments**

- Proposed Committee Appointments (NON Commissioners)
- 

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

**Summary:**

BE IT RESOLVED that Non-Commissioner appointments to the Committee of the Whole in 2026 shall be as follows:

All Carlton County Department Heads	elected and appointed
Transportation Matters Representative	Rick Norrgard
Township Representatives	primary and alternate to be determined by the Association of Townships

BE IT FURTHER RESOLVED that in the event a Department Head cannot attend Committee of the Whole Meetings, their designee may represent the department at the meetings.

## FUTURE CONFERENCE DATES

[Calendar of Events](#)

[AMC Conferences & Events](#)

[Education & Training Programs](#)

[Contact Learning & Member Programs Staff](#)

[Home](#) > [Events & Training](#) > [AMC Conferences & Events](#) > [Future Conference Dates](#)

# Future Conference Dates

### 2026 Nuts, Bolts & Boardrooms: Commissioner Technical Days

January 21 - 23, 2026

InterContinental Hotel, St. Paul Riverfront

### 2026 AMC Drainage Conference

January 27 - 29, 2026

Arrowwood, Alexandria

### 2026 NACo Legislative Conference

February 21 - 24, 2026

Washington, D.C.

### 2026 AMC Legislative Conference

March 4 - 5, 2026

InterContinental Hotel, St. Paul Riverfront

### 2026 AMC Leadership Summit

March 25 - 27, 2026

Grand View Lodge, Nisswa

### 2026 NACo Annual Conference

July 17 - 20, 2026

New Orleans, LA

### 2026 AMC Fall Policy Conference

September 16 - 18, 2026

The Sanford Center, Bemidji

### 2026 AMC Annual Conference

December 6 - 9, 2026

DoubleTree Hotel, Bloomington

2026

DISTRICT I      6/17/2026

DISTRICT I      10/15/2026