

**POLK COUNTY BOARD**

**MEETING LOCATION:**  
**GOVERNMENT CENTER, 612 N. BROADWAY, CROOKSTON, MN**  
**COUNTY BOARD ROOM #234A**  
**AGENDA**

**JANUARY 6, 2026**

**8:00 A.M. MEETING OPEN/CONVENE**

**CALL TO ORDER**

**PLEDGE ALLEGIANCE TO THE FLAG**

**ELECTION OF OFFICERS**

1. Chair
2. Vice Chair

**REVIEWAL & APPROVAL OF THE AGENDA**

**CONSENT ITEMS**

1. Approve the December 16, 2025, Board Minutes.
2. Approve the Auditor Warrants.

**COUNTY BOARD MEMBERS ISSUE FORUM**

1. Approve Resolution (2026-05) Designating Delegates to the Association of Minnesota Counties & Payment of Dues.
2. MPO Appointment

**8:30 LEVI WEBSTER – MIS DIRECTOR**

1. Request to Purchase Replacement Firewalls

**8:35 RICHARD LANGLOIS – FACILITIES DIRECTOR**

1. Approve Purchase of Haulotte 5533 Towable Manlift

**8:45 STACY GLOVER – FINANCE DIRECTOR**

1. Briefing on Revenue Recapture Audit

**9:00 SAM MELBYE – DIRECTOR OF PROPERTY RECORDS**

1. Cannabis Retail Registration
2. Appointment of Election Judges for 2026
3. Resolution 2026-04 to Establish Absentee/Mail/UOCAVA Ballot Board
4. Appointment of Extension Committee Members

**9:15 2026 PUBLICATION BIDS**

1. 2026 Publication Bid Opening
  - a. Resolution 2026-01 Designating the Polk County Official Newspaper
  - b. Resolution 2026-02 Designating Publication of the Delinquent Tax List Statement of Polk County
  - c. Resolution 2026-03 Designating 1<sup>st</sup> & 2<sup>nd</sup> Publication of Financial Statement

**9:45 JACOB SNYDER – ASSISTANT ENVIRONMENTAL SERVICES DIRECTOR**

1. Approval of 2026 Polk County Haulers License
2. Final Plat Approval – Clark Nelson Addition

**10:10**            **SARAH REESE – PUBLIC HEALTH DIRECTOR**

1. Opioid Settlement Funds Contracts
  - a. Tri-County Community Corrections
  - b. Alluma, Inc.
  - c. New Heights Elementary School
  - d. Fosston High School
  - e. Tri-Valley Opportunity County, Inc.
2. Approval of Agliti Supplemental Biomedical Services Agreement (renewal)

**10:30**            **RICHARD SANDERS – COUNTY ENGINEER**

1. Authorization Allowing Payments to Snow-Wheel Systems, Inc. Via Auditors Warrant
2. Approve Purchase of Three Kuhn Mowers from Valley Plains Equipment of Crookston
3. Approve Agreement for Safety Consulting Services with Safety Compliance Services LLC
4. Certificate of Performance/Final Acceptance SAP 057-601-012 Pennington County CSAH 1, SAP 060-609-023 (CSAH 9), SAP 060-619-019 (CSAH 19), SAP 060-645-026 (CSAH 45), SAP 063-630-004 Red Lake County (CSAH 30) Hot In-Place Recycle
5. Approval to Purchase Low-Hour Used Tractor Including Loader
6. Approval to Fill Highway Maintenance II Vacancy

**11:00**            **CHUCK WHITING – ADMINISTRATION**

1. 2026 Mileage, Meals, and Lodging Reimbursement Rates
  - a. Adopt the IRS 2026 Mileage Reimbursement Rate of \$0.725 Per Mile
  - b. Adopt 2026 Federal Meal Reimbursement Rates for Minnesota and Other States
  - c. Adopt 2026 Federal Lodging Reimbursement Rates for Minnesota and Other States

**ADJOURN**

If you need any type of accommodation to participate in the Polk County Board meeting, please contact Chuck Whiting at (218) 281-5408 at least 1 working day before the meeting. This Board agenda is subject to change without notice.

**DECEMBER 16, 2025**  
**BOARD MINUTES**

Pursuant to motion of adjournment, the Polk County Board of Commissioners met in regular session at 9:30 o'clock a.m., December 16, 2025. Members present: Commissioner Paul Reese, Commissioner Warren Strandell, Commissioner Joan Lee, Commissioner Gary Willhite, and Charles S. Whiting, County Administrator, Clerk of the Board. Others present: Samuel Melbye, Deputy Clerk of the Board. District 5 seat vacant.

**AGENDA**

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the December 16, 2025, agenda.

**CONSENT ITEMS**

A motion was made by Commissioner Willhite seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the December 16, 2025, consent items:

1. Approve December 2, 2025, Board minutes.
2. Approve Commissioner Warrants: General Revenue Fund, \$87,419.93; Public Works Fund, \$190,941.59; Public Safety Fund, \$39,394.47; Public Health Fund, \$28,663.01; Opioid Settlement, \$23,540.66; Forfeited Tax Sale Fund, \$280.00; Spec Assmnts (Ditch) Fund, \$107,811.03; Environmental Services Fund, \$5,099.26; Solid Waste, \$124,169.09; Landfill Fund, \$74,948.45; Per Diems, \$900.00; Meal Reimbursements (without over-night lodging), \$132.48; and Sign Audit List.
3. Approve payment to US Bank, St. Louis, MO in the amount of \$64,544.80 for procurement card purchases.
4. Resolution 2025-76 Accepting Financial Donations on Behalf of Polk County Sheriff's Association
5. Approve The Thirteen Towns 2026 Subscription Renewal
6. Approve Estensen Environmental Billing for Air Permit Reissuance

**RESOLUTION (2025-76)**

The following resolution (2025-76 ) was offered by Commissioner Willhite:

WHEREAS, Duane and Lynn Osowski made a financial donation to Polk County Sheriff's Office of \$1000.00 to support the Polk County Sheriff's Office; and

WHEREAS, Polk County Sheriff's Office, wishes to have the County Board formally accept the financial donation on behalf of Polk County Sheriff's Office and put donation towards a safety body bunker.

NOW THEREFORE BE IT RESOLVED, By the County Board of Polk County, Minnesota as follows:

1. The donation from Duane and Lynn Osowski which is listed above, is hereby accepted by the Polk County Board of Commissioners on behalf of the Polk County

Sheriff's Office.

Commissioner Strandell seconded the foregoing resolution, and it was declared adopted upon the following vote. YEAS: Commissioner Willhite, Commissioner Strandell, Commissioner Reese, Commissioner Lee. NAYS: None

### **COUNTY BOARD MEMBER ISSUE FORUM**

1. Reappoint Cody Benson to the Red River Valley Development Association.  
A motion was made by Commissioner Reese seconded by Commissioner Willhite and adopted by unanimous vote of the Board to appoint Cody Benson to the Red River Valley Development Association.
2. Commissioner Reese brought forth that he attended the following meetings:
  - a. Association of Minnesota Counties (AMC) Annual Conference. Various meetings attended.
3. Commissioner Strandell brought forth that he attended the following meetings:
  - a. Tri-County Corrections meeting.
  - b. Drug Task Force meeting.
  - c. AMC Annual Conference. Various meetings attended.
4. Commissioner Lee brought forth that she attended the following meetings:
  - a. AMC Annual Conference. Various meetings attended.
    - i. Elected Chair of Health and Human Services Committee.
  - b. Drug Task Force meeting.
  - c. AMC - Health and Human Services virtual meeting.
  - d. Planning and Zoning Advisory Board meeting.
  - e. AMC Board of Directors meeting.
  - f. State Community Health Services Advisory Committee virtual meeting.
5. Commissioner Willhite brought forth that he attended the following meetings:
  - a. KROX Valley Talk.
  - b. AMC Annual Conference. Various meetings attended.
  - c. Tri-County Corrections meeting.

### **SHERIFF**

Mike Norland, Chief Deputy, on behalf of James Tadman, Polk County Sheriff, came before the Board with matters pertaining to Sheriff Tadman's department.

#### **1. Monthly Sheriff's Report**

The November 2025 Monthly Sheriff's Report was discussed and presented to the Board. (Report on file in the Administrator's Office)

#### **2. Request to Fill Vacant Patrol Deputy Position**

A motion was made by Commissioner seconded by Commissioner and adopted by unanimous vote of the Board to approve

### **COUNTY SURVEYOR**

Garret Borowicz, Polk County Surveyor, came before the Board with matters pertaining to his department.

#### **1. Review of Columbia Township Monumentation Project**

Alan Olson, Columbia Township resident, came before the Board to discuss land boundaries and issues with the monumentation project. Darrell Donnell, Columbia Township resident, came before the Board to discuss land boundary issues. Mr. Donnell presented information to the Board (on file in Administrator’s Office). Mike McColl, City of Lengby Council Member, addressed the Board and requested that the boundaries of the City of Lengby be represented by the original plat of the city. Garrett Borowicz, Polk County Surveyor – Widseth, presented to the Board the monumentation project that has been on-going in Columbia Twp and the City of Lengby. (Presentation on file in Administrator’s Office)

**PLANNING & ZONING**

Jacob Snyder, Assistant Environmental Services Administrator, came before the Board with matters pertaining to his department:

**1. Planning Commissioner appointee Len Vonasek**

A motion was made by Commissioner Strandell seconded by Commissioner Willhite and adopted by unanimous vote of the Board to approve reappointing Len Vonasek for a three (3) year term representing Commissioner District 2 on the Planning Commission.

**2. New Vehicle Lease (Enterprise Fleet Management)**

A motion was made by Commissioner Reese seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the 2026 Dodge RAM 1500 lease through Enterprise Fleet Management.

**3. Preliminary Plat Approval – “Clark Nelson Addition”**

A motion was made by Commissioner Reese seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the Preliminary Plat for “Clark Nelson Addition” with conditions.

**4. Conditional Use Permit – “Roed Individual Rental Storage” (Parcel 32.00109.00)**

**RESOLUTION (2025-75)**

The following resolution was offered by Commissioner Reese:

WHEREAS, Polk County Zoning Ordinance, Section 13.7025 states: Rental Storage Buildings, provided the following conditions are met:

- a. An operational plan is established, and all activities are conducted in accordance with the operational plan.
- b. A certificate of insurance and/or a performance surety is required.
- c. Structures must be setback from property lines a minimum of 100 feet.
- d. Screening must be provided as established in 12.4100.

Polk County Zoning Ordinance, Section 12.4100 states: Screening. The screening of activities conducted under a conditional use permit or variance issued under the ordinance may be required as a condition of a permit or variance. The type and extent of screening shall be determined during the permit or variance process. If a fence is to be used as screening, the fence shall be between 6 feet and 8 feet in height and shall be at least 50% opaque. Plantings may be utilized

for screening purposes provided the plantings are of a type that will attain 6 to 8 feet in height and 50% opacity throughout the year within two growing seasons after planting. Screening shall not be placed across an easement.

Polk County Zoning Ordinance, Section 12.1037 states: One double faced sign, not to exceed thirty-two (32) square feet in area shall be allowed for each permitted non-residential use or use by conditional use permit. No sign shall exceed ten (10) feet in height above the average grade level. And

WHEREAS, Nicole Roed owns land described as: West Half of the Northeast Quarter and Northeast Quarter of the Northwest Quarter and North Half of the North Half of the Northwest Quarter of the Southeast Quarter, Section 22, Township 149, North of Range 43, parcel 32.00109.00; and

WHEREAS, Nicole Roed's plan meets all requirements of the Polk County Zoning Ordinances; and

WHEREAS, The Polk County Board of Commissioners finds:

1. The applicant owns a 131-acre parcel of land in the Agricultural Zoning District in Section 22 of Grove Park-Tilden Township. The property has an existing farmstead with several agricultural buildings located there.
2. The applicant is proposing a 60' x 156' building with 26 personal self-storage units. The proposed building will have 26 (12' x 30') sectioned off storage units for rent.
3. The applicants' road access into the property is township roadway 310<sup>th</sup> St SE that comes off 150<sup>th</sup> Ave SE and County Highway 12 north of Mentor. The parcel provides ample space for off-street parking and loading to serve the site use.
4. There will be no heat, no water, or sewer connected to the building and the units are for personal storage uses. There are no current plans for an office and the units will have electricity for maintaining equipment stored within the units, lighting on the exterior of the building, and security cameras. The applicants have submitted an operational plan and quote for insurance coverage for the proposed storage building.
5. The building is proposed to be in line with the setbacks and standards in the Zoning Ordinance for rental storage facilities. The building must be located 100 feet from any lot lines. The desired location is on the northeast corner of the parcel off 310<sup>th</sup> St SE. A new access would need to be approved by the Township as there is a ditch on the north side of the property.

6. Polk County ditch 14 flows through the parcel and the eastern portion of the property have hydric soils and possibly wetlands located throughout it. The applicant is working with Houston Engineering to obtain a wetland delineation to the SWCD to confirm the area is out of the wetlands scattered throughout the NE portion of the property.
7. The immediate surrounding land uses around the proposed building site is farmland, brushland, and a few residences north of Mentor city limits.
8. Rachel Klein, East Polk SWCD, stated via email that the applicant will need to complete a wetland delineation of the site in order to build in the NE corner of the parcel as NWI maps show hydric soils as well as mapped wetland areas on the site. This site still needs to be delineated. While the soil work done shows a piece of the puzzle at those points it does not provide enough information on the whole site. I talked to Mark Aanenson from Houston Engineering last week and he agreed that the site should be fully delineated due to its complex nature. I also have not yet seen any report or data from the soil work that was done out there, but it will not change my decision on it needing to be delineated. A delineation will provide a full comprehensive picture of the site. We did a site visit last week on Monday and the vegetation drastically changes to wetland species towards the southern edge of that clearing. Without more information my professional assessment is that the whole clearing cannot be ruled upland with only two soil borings. Wetlands in MN are protected and cannot be filled, excavated, or drained. On any site that is proposing alterations that have a high probability of wetlands, it is standard for my office to require a delineation.
9. The proposed use is a conditional use expressly designated in the ordinance; and,
10. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.
11. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
12. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
13. That adequate measures have been or will be taken to provide sufficient

off-street parking and loading space to serve the proposed use.

14. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.

NOW THEREFORE BE IT RESOLVED, That the Polk County Board of Commissioners grants a conditional use permit to Nicole Roed with the following conditions:

1. That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the immediate vicinity.
2. That the establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
3. That adequate utilities, access roads, drainage and other necessary facilities have been or are being provided.
4. That adequate measures have been or will be taken to provide sufficient off-street parking and loading space to serve the proposed use.
5. That adequate measures have been or will be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result.
6. That the use of the property shall at all times be in compliance with all federal, State of Minnesota, and County of Polk rules and regulations.
7. The new building must be setback 100' from all property lines.
8. Access into the proposed storage building must be approved by the appropriate road authority.
9. The building, driveway and gravel fill must not be placed in any wetland. If located in the Northeast corner of the parcel, as proposed, a wetland delineation is required prior to the building permit being issued.
10. A certificate of insurance and/or a performance surety is required.

11. An operational plan is established, and all activities are conducted in accordance with the operational plan.
12. One double faced sign, not to exceed thirty-two (32) square feet in area shall be allowed for each permitted non-residential use or use by conditional use permit. No sign shall exceed ten (10) feet in height above the average grade level.
13. The conditional use permit shall become void one year after it was granted unless used.
14. Conditional Use Permit shall be subject to annual administrative review to verify all conditions and screening is maintained with existing trees and brush.

Commissioner Strandell seconded the foregoing resolution and it was declared adopted upon the following vote. YEAS: Commissioner Strandell, Commissioner Willhite, Commissioner Reese, Commissioner Lee. NAYS: None.

#### **5. 2025-2026 Aquatic Invasive Species Plan and Resolution**

##### **RESOLUTION (2025-77)**

The following resolution (2025-76) was offered by Commissioner Willhite:

WHEREAS, 2014 Session Law Chapter 308 enacted by the Legislature provides Minnesota counties a County Program Aid grant for Aquatic Invasive Species (AIS) prevention. The amount designated for each county is based on the number of watercraft trailer launches as well as the number of watercraft trailer parking spaces within each county. Polk County was allocated \$24,932 for 2014, \$55,405 for 2015, \$55,187.00 for 2016, \$65,563 for 2017, \$65,073 for 2018, \$65,042 for 2019, \$65,777 for 2020, \$65,653 for 2021, \$65,514 for 2022, \$65,398 for 2023, \$65,138 for 2024, and \$65,093 for 2025; and

WHEREAS, the legislation requires that Polk County must establish, by resolution or through adoption of a plan, guidelines for the use of the proceeds which are to prevent the introduction or limit the spread of AIS at water access sites within the County; and

WHEREAS, the county may appropriate the proceeds directly or may use any portion of the proceeds to provide funding for a joint powers board or cooperative agreement with another political subdivision, a soil and water conservation district in the county, a watershed district in the county, or a lake association located in the county. Any money appropriated by the county to a different entity or political subdivision must be used as required under this section; and

WHEREAS, the county must submit a copy of its guidelines for use of the proceeds to the Department of Natural Resources by December 31 of the year the payments are received; and

WHEREAS, the threat of the introduction and spread of AIS is acknowledged as a serious concern to the health of the environmental and economic health of Polk County; and

NOW THEREFORE BE IT RESOLVED, That the Polk County Board of Commissioners designates oversight of Polk County's AIS prevention efforts to the Polk County Environmental Services Department and delegates to them the responsibility to prepare, implement and report annually a plan to allocate the funding in accordance with the above legislation. Allocation of funding, grant requests and plan updates are to be approved by the Polk County AIS Taskforce. A copy of the approved AIS plan will be kept on file in the Polk County Environmental Services Department.

Commissioner Reese seconded the foregoing resolution and it was declared adopted upon the following vote. YEAS: Commissioner Reese, Commissioner Willhite, Commissioner Strandell, Commissioner Lee. NAYS: None

A motion was made by Commissioner Reese seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the 2026 DRAFT Aquatic Invasive Species Prevention Plan for Polk County.

**6. 2026 Haulers License**

A motion was made by Commissioner Reese seconded by Commissioner Willhite and adopted by unanimous vote of the Board to approve the CY2026 Polk County Haulers License for those applicants that have submitted a complete application. A motion was made by Commissioner Willhite seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve a conditional CY2026 Polk County Haulers License for those applicants who have submitted an incomplete application. A motion was made by Commissioner Strandell seconded by Commissioner Reese to approve a one-year lease extension of the hauling contract with Lenex Sand and Gravel.

**SOCIAL SERVICES**

Victoria Ramirez, Social Services Manager, on behalf of Karen Warmack, Social Services Director, came before the Board with matters pertaining to Ms. Warmack's department. A motion was made by Commissioner Willhite seconded by Commissioner Strandell to add item #9 –Social Worker Replacement Request to the agenda under Social Services:

**1. Social Worker Replacement Request**

A motion was made by Commissioner Willhite seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve filling of the position of Social Worker – Adult Services Unit and any subsequent vacancies occurring as a result of filling this position.

**2. Wellness in the Woods Virtual Peer Support Network Contract**

A motion was made by Commissioner Reese seconded by Commissioner Willhite and adopted by unanimous vote of the Board to approve the 2026 contract in the amount of \$6,000.00 to Wellness in the Woods – Virtual Peer Support Network.

**3. 2026-2027 Child Support Program Cooperative Agreement**

A motion was made by Commissioner Willhite seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the 2026-2027 Child Support Program Cooperative Agreement.

**4. Personal Money Management 2026 Contract**

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the 2026 contract with Personal Money Management for \$15,000.00.

**5. Tri-Valley Opportunity Council Transportation Contract**

No action taken on the Transportation Contract with Tri-Valley Opportunity Council, establishing a spending limit of \$10,000.00 for the period of January 1, 2026, through June 30, 2026, and it will be brought back to the Board at the January 20, 2026 meeting.

**MANAGEMENT INFORMATION SYSTEMS**

Levi Webster, MIS Director, came before the Board with matters pertaining to his department:

**1. Core Server and Storage Replacement**

A motion was made by Commissioner Willhite seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve Morris Electronics (MEC) quotes for a total of \$231,331.84 to replace current core server and server infrastructure, contingent upon the approval of the 2026 budget.

**2. Renew RSA for 2026**

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve MEC quote of \$26,070.00 to renew RSA licenses for 2026, contingent upon the approval of the 2026 budget.

**3. Renew Morris Electronics Network Support Contract**

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the Morris Electronics 2026 Network Contract for the amount of \$23,205.00, contingent upon the approval of the 2026 budget.

**HIGHWAY**

Richard Sanders, Polk County Engineer, came before the Board with matters pertaining to his department:

**1. Certificate of Performance/Final Acceptance SAP 060-606-030, SAP 060-649-008 – Overlays on CSAH 6, 49**

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the Certificate of Performance and the Certificate of Final Acceptance for SAP 060-606-030 etc. and allow the County Engineer to sign the Certificate of Performance and the County Engineer and County Administrator to sign the Final Voucher.

**2. Certificate Final Acceptance SP 060-090-004 Fosston Fit Trail**

A motion was made by Commissioner Reese seconded by Commissioner Willhite and adopted by unanimous vote of the Board to approve the Certificate of Final Acceptance for SP 060-090-004 and allow the County Engineer and County Administrator to sign the Final Voucher.

3. **Certificate of Performance/Final Acceptance CP 125-48-1440 (CSAH 48) CP 125-51-1441 (CSAH 51) Stabilized Base**

A motion was made by Commissioner Willhite seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the Certificate of Performance and the Certificate of Final Acceptance for CP 125-48-1440 etc. and allow the County Engineer to sign the Certificate of Performance and the County Engineer and County Administrator to sign the Final Voucher.

4. **Weather Forecasting System (DTN)**

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve paying DTN for the services and allow the County Engineer to pay for the services annually.

5. **2026 Diesel Fuel Quotes**

A motion was made by Commissioner Reese seconded by Commissioner Willhite and adopted by unanimous vote of the Board to approve awarding the bid for Diesel Fuel Quotes to Fertile Oil Company at \$135,600.00.

6. **Tandem Truck Equipment Quote**

A motion was made by Commissioner Willhite seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve awarding the bid for (2) Tandem Truck Equipment to Towmaster, Litchfield, MN in the amount of \$191,320.00.

7. **2026 Tandem Trucks (2)**

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve awarding the bid for (2) Tandem Trucks to RDO Truck Centers, Fargo, ND in the amount of \$158,936.00 per truck.

8. **2026 – 2028 Land Rent Quotes**

A motion was made by Commissioner Strandell seconded by Commissioner Willhite and adopted by unanimous vote of the Board to approve and award the Angus Quote to Damon & Arlyn Stroble in the amount of \$10,600.00 per year for 2026, 2027, and 2028.

A motion was made by Commissioner Reese seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve and award the Liberty Quote to Patricia K. Taylor in the amount of \$600.00 per year for 2026, 2027, and 2028.

9. **Certificate of Performance/Final Acceptance SAP 045-621-005 Marshall County CSAH 45, SAP 060-613-007 (CSAH 13), SAP 060-621-016 (CSAH 21) SAP 060-666-013 (CSAH 66) overlays.**

A motion was made by Commissioner Reese seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the Certificate of Performance and the Certificate of Final Acceptance for SAP 045-621-005 Marshall County CSAH 45, SAP 060-613-007 (CSAH 13), SAP 060-621-016 (CSAH 21), SAP 060-666-013 (CSAH 66) overlays.

**10. Certificate of Performance/Final Acceptance SAP 060-646-010 (CSAH 46)  
Bituminous Surfacing**

A motion was made by Commissioner Strandell seconded by Commissioner Willhite and adopted by unanimous vote of the Board to approve the Certificate of Performance and the Certificate of Final Acceptance for SAP 060-646-010 (CSAH 46) Bituminous Surfacing.

**11. Certificate of Performance/Final Acceptance SAP 060-599-281 Columbia Township  
Railroad Bridge**

A motion was made by Commissioner Reese seconded by Commissioner Willhite and adopted by unanimous vote of the Board to approve the Certificate of Performance and the Certificate of Final Acceptance for SAP 060-599-281 Columbia Township Railroad Bridge.

**HUMAN RESOURCES**

Alecia Helms, Human Resources Director, came before the Board with matters pertaining to her department:

**1. Polk County Personnel Policy Updates**

A motion was made by Commissioner Willhite seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the revised Polk County Personnel Policy, effective January 1, 2026.

**ASSESSOR**

Mark Landsverk, Polk County Assessor, came before the Board with matters pertaining to his department:

**1. Statutory Board Notification of Changes**

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to acknowledge receipt of the list of Clerical Changes and the Notification of Changes to the 2025 Assessment.

**2. Abatement List Review**

A motion was made by Commissioner Willhite seconded by Commissioner Strandell and adopted by unanimous vote of the Board to acknowledge the receipt of the list of 2025 abatements.

**FACILITIES**

Richard Langlois, Facilities Director, came before the Board with matters pertaining to his department:

**1. Water Heater Upgrade Project at the Justice Center**

A motion was made by Commissioner Willhite seconded by Commissioner Strandell and adopted by unanimous vote of the Board to approve the bid from Lundseth Plumbing and Heating as the lowest responsible bidder for the water heater upgrade project at the Justice Center.

**2. Replacement Batteries for the Backup UPS Systems at the Justice Center and Law Enforcement Center.**

A motion was made by Commissioner Strandell seconded by Commissioner Reese and adopted by unanimous vote of the Board to approve the quote from Eaton and purchase of the UPS system replacement batteries from Eaton at \$45,336.00.

**PROPERTY RECORDS**

Samuel Melbye, Director of Property Records, came before the Board with matters pertaining to his department:

**1. Tobacco Licenses**

A motion was made by Commissioner Strandell seconded by Commissioner Willhite and adopted by unanimous vote of the Board to approve the list of Tobacco Licenses as presented for the period of January 1, 2026, through December 31, 2026, of which the renewal applications and payments have been received.

**ADMINISTRATION**

Chuck Whiting, Polk County Administrator, came before the Board with matters pertaining to his department:

**1. Approval of Lease Renewal with DEED at East Grand Forks Building**

A motion was made by Commissioner Strandell seconded by Commissioner Willhite and adopted by unanimous vote of the Board to approve a five-year extension with DEED for its lease of space in the County’s East Grand Forks office building, effective February 1, 2026, through January 31, 2031.

**2. 2026 Budget Resolutions**

**a. Resolution (2025-71) Setting the 2026 Net Levy**

**RESOLUTION (2025-71)**

**Setting the 2026 Net Levy**

The following resolution (2025-71) was offered by Commissioner Willhite:

BE IT RESOLVED, By the Board of County Commissioners of Polk County that the statement of expenses and anticipated receipts on file in the office of the County Administrator, for year 2026, be and they hereby are approved and accepted by this Board as the budget for Polk County for the year 2026 and that the following dollar amount be and the same is hereby levied on the taxable property in Polk County for year 2025, payable 2026:

	<b>Final 2026 Levy</b>
General Levy	\$6,833,383
Debt Service	1,554,133
Road & Bridge	3,635,801
Planning & Zone	378,084
Social Services	4,772,273
Public Safety	5,419,742

Jail Cost TCCC	5,593,054
Public Health	1,062,708
<b>Total Levy</b>	<b>29,249,178</b>

Commissioner Strandell seconded the foregoing resolution, and it was declared adopted upon the following vote. YEAS: Commissioner Willhite, Commissioner Strandell, Commissioner Reese, Commissioner Lee. NAYS: None

**b. Resolution (2025-72) Adopting the 2026 Budget**

**RESOLUTION (2025-72)**

**Adopting the 2026 Budget**

The following resolution (2025-72) was offered by Commissioner Willhite:

BE IT RESOLVED, By the Board of County Commissioners of Polk County that the proposed statement of expenses and anticipated receipts on file in the office of the County Administrator for 2026 be and they hereby are accepted by this Board as the budget for Polk County for the year 2026. The budget dated 12-16-25 on file in the office of the Polk County Administrator's Office, signed by the Polk County Chairman of the Board, shall be the official budget of Polk County for 2026 and is adopted at the fund level.

Commissioner Strandell seconded the foregoing resolution and it was declared adopted upon the following vote: YEAS: Commissioner Willhite, Commissioner Strandell, Commissioner Reese, Commissioner Lee. NAYS: None

**c. Resolution (2025-73) Setting 2025 Commissioner Salary/Per Diem/Meeting List**

**RESOLUTION (2025-73)**

**Setting Commissioner Salary/Per Diem/Meeting List**

The following resolution (2025-73) was offered by Commissioner Strandell:

WHEREAS, it is the duty of the County Board of Commissioners to set their salaries and per diem for committee work pursuant to M.S. Chapter 375.055.

NOW THEREFORE BE IT RESOLVED, that the salary of each County Commissioner for 2026 be and hereby is set at \$38,781.22, and each shall be afforded the standard full time equivalent employee cafeteria plan for benefits including the composite insurance premium transition, or but in-lieu of, County Commissioners participating in the Medicare insurance

program or their personal health insurance program may receive an amount equal to two-thirds of the monthly benefits package negotiated for employees, or \$1,233.32 a month for 2026 upon providing proof of insurance.

BE IT FURTHER RESOLVED, that the per diem for Commissioners be set for 2026 at \$75.00, the same as 2025, per meeting for the following committees and/or meetings:

- i. Board Assignment: Board assignments as approved at the annual Board business meeting (first meeting of the year)
- ii. District Representations: Commissioner district meetings that may involve a county interest for representation by a commissioner
- iii. Board/Commissioner Discretion: Meetings at which a commissioner represents him/herself as a County Commissioner, attends or participates as a County Commissioner at the commissioner's discretion

A list of meetings that fall under these three per diem eligible meetings is attached as "Attachment A". Attendance at a meeting not on this list but falling under one of the three eligible types of per diem meetings will be eligible for a per diem.

Commissioner Willhite seconded the foregoing resolution, and it was declared adopted upon the following vote. YEAS: Commissioner Strandell, Commissioner Willhite, Commissioner Reese, Commissioner Lee. NAYS: None

## ATTACHEMENT A

### BOARD ASSIGNMENTS

Extension Committee  
Forfeited Land Tax Sale, Appraisals & other forfeited property issues  
Planning and Zoning Commission meetings/Land use  
County Board of Health  
Law Library meetings  
Solid Waste Committees  
Negotiations/Salary/Personnel Interview Committees  
Building Committees  
Retired Senior Volunteer Program Committee  
MN Rural Counties Caucus (MRCC)  
Metropolitan Planning Organization (MPO)  
Lake Agassiz Regional Library Meetings (LARL)  
Red Lake River Corridor  
West Central Regional Water District

Park Committee meetings

Public Safety Committee meetings

Task Force Meeting

Housing and Redevelopment Authority (HRA)

Household Hazardous Waste (HHW)

NW Emergency Communications Board

AAA Dancing Sky Meetings

Tri-Valley Meetings

Polk-Norman-Mahnomen/CHB (Health Meetings)

Public Works Committee

Inter-County Community Council Meetings

Solid Waste Advisory Board meetings

Polk, Norman, Clay Agassiz Trail Advisory Committee meetings

One Watershed, One Plan Committee meetings

Finance and Budget Committee meeting

Radio Board Meetings

Emergency Management Meetings/911

Public Health Meetings

AIS Meetings

NW Regional Development Commission

Senior Mental Health/Commissioner of Health

#### DISTRICT REPRESENTATIONS

Water Study & Planning Committee/Joint Powers Comprehensive Local Water Planning

Drainage/Watersheds and County Ditch Meetings & Hearings

Joint ND/MN Six County Red River Study Group

Soil and Water Conservation District Managers meetings

Flood/Water Management Committees

County-Township Officer Meetings

Wetland Mitigation Meetings

Tilden/Vesledahl/Nature Conservancy/Glacial Ridge National Wildlife Refuge

Citizen Advisory Committee/Watershed Districts

Municipal Airport Commissions

Bridge Meetings

#### BOARD/COMMISSIONER DISCRETION

State Community Health Services Advisory Committee

Polk County Community Health Services Advisory Committee

Community action program meetings

AMC and MCIT Committees and programs

Minnesota Social Services Administration (MSSA)

Local City Council, Township and School Board Meetings

Intergovernmental Meetings  
Polk County Family Service Children’s Mental Health Collaborative  
Board Testimony at Legislature  
Transportation Advisory Committee  
Polk County Social Service Provider Meeting  
Development Achievement Center  
Annexation Meetings  
Union/Lake Sarah Meetings  
Maple Lake Improvement District  
Polk County Senior Providers Meeting  
Minnesota USA Snowmobile  
Fire Department Meetings  
Commissioner Training Meetings  
Drainage Buffer Meetings  
Department of Natural Resources (DNR) Meetings  
Brain Gain – Rural Narrative Meetings  
Legislative Conferences & Legislative Staff Meetings  
Water Resource Advisory Committee Meetings

Farm Forum Meetings  
Town Hall Meetings  
Dispatcher Meetings  
River Tours Meetings  
Opioid Meetings  
Speaker at Rotary, Kiwanis, Lions and similar service group meetings  
Leadership Summit/Leadership Meetings  
Polk County Fair Meetings/Livestock Meetings  
MN CAP Meetings  
Down Payment Assistance Program  
MNDOT Area Transportation

**d. Resolution (2025-74) Setting 2025 Wage Grid for the County Administrator, Department Heads, Non-Union and Social Services Personnel, and Approving New Positions and Position Changes Effective in the 2026 Budget**

**RESOLUTION (2025-74)**

**Setting 2026 Wage Grid for the County Administrator, Department Heads, Non-Union and Social Services Personnel, and Approving New Positions and Position Changes Effective in the 2026 Budget**

The following resolution (2025-74) was offered by Commissioner Reese:

WHEREAS, The Polk County Board of Commissioners has approved the 2026 budget and commits to collective bargaining agreements for 2026 represented employees' compensation: and

WHEREAS, The Board is responsible for setting wages and benefits for non-represented positions.

THEREFORE, BE IT RESOLVED, That Polk County Board of Commissioners sets annual wages for the County Administrator, Department Heads, and other non-represented positions effective January 1, 2026 to December 31, 2026, and administered by the County Administrator. The County Attorney and County Sheriff wages are not set by these grids:

**Structure for January 1 - December 31, 2026 +4.25%**

Grade	Range Steps								
	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	1	2	3	4	5	6	7	8	9
1	<b>\$17.31</b>	\$17.83	\$18.36	\$18.92	\$19.48	\$20.07	\$20.67	\$21.29	\$21.93
2	\$18.18	\$18.72	\$19.28	\$19.86	\$20.46	\$21.07	\$21.70	\$22.35	\$23.02
3	\$19.08	\$19.66	\$20.25	\$20.85	\$21.48	\$22.12	\$22.79	\$23.47	\$24.18
4	\$20.04	\$20.64	\$21.26	\$21.90	\$22.55	\$23.23	\$23.93	\$24.64	\$25.38
5	\$21.04	\$21.67	\$22.32	\$22.99	\$23.68	\$24.39	\$25.12	\$25.88	\$26.65
6	\$22.30	\$22.97	\$23.66	\$24.37	\$25.10	\$25.86	\$26.63	\$27.43	\$28.25
7	\$24.09	\$24.81	\$25.55	\$26.32	\$27.11	\$27.92	\$28.76	\$29.62	\$30.51
8	\$25.29	\$26.05	\$26.83	\$27.64	\$28.47	\$29.32	\$30.20	\$31.11	\$32.04
9	\$26.56	\$27.35	\$28.17	\$29.02	\$29.89	\$30.79	\$31.71	\$32.66	\$33.64
10	\$28.15	\$28.99	\$29.86	\$30.76	\$31.68	\$32.63	\$33.61	\$34.62	\$35.66
11	\$29.84	\$30.73	\$31.66	\$32.61	\$33.58	\$34.59	\$35.63	\$36.70	\$37.80
12	\$31.33	\$32.27	\$33.24	\$34.24	\$35.26	\$36.32	\$37.41	\$38.53	\$39.69
13	\$32.90	\$33.88	\$34.90	\$35.95	\$37.03	\$38.14	\$39.28	\$40.46	\$41.67
14	\$34.87	\$35.92	\$36.99	\$38.10	\$39.25	\$40.42	\$41.64	\$42.89	\$44.17
15	\$36.96	\$38.07	\$39.21	\$40.39	\$41.60	\$42.85	\$44.14	\$45.46	\$46.82
16	\$39.18	\$40.36	\$41.57	\$42.81	\$44.10	\$45.42	\$46.78	\$48.19	\$49.63
17	\$41.53	\$42.78	\$44.06	\$45.38	\$46.74	\$48.15	\$49.59	\$51.08	\$52.61
18	\$44.02	\$45.34	\$46.70	\$48.11	\$49.55	\$51.04	\$52.57	\$54.14	\$55.77
19	\$47.55	\$48.97	\$50.44	\$51.95	\$53.51	\$55.12	\$56.77	\$58.47	\$60.23
20	\$53.73	\$55.34	\$57.00	\$58.71	\$60.47	\$62.28	\$64.15	\$66.08	\$68.06
21	\$59.10	\$60.87	\$62.70	\$64.58	\$66.52	\$68.51	\$70.57	\$72.68	\$74.86
22	\$65.60	\$67.57	\$69.59	\$71.68	\$73.83	\$76.05	\$78.33	\$80.68	\$83.10

BE IT FURTHER RESOLVED, That the grades for non-represented positions are assigned as below and administered by the County Administrator:

2026 County Position Grades				
Position	Grade	Status	Dept.	Positions
Aquatic Invasive Species Tech	4	non-union	AIS Program	3
Jury Attendant	4	non-union	Sheriff	4
Election Clerk-Seasonal	5	non-union	Elections	2
ACA Intern	8	non-union	County Attorney	0
Administrative Assistant II to County Administrator	9	non-union	County Administrator	1
Office & Support Services Manager (SO)	10	non-union	Sheriff	1
Assistant Veteran's Service Officer	10	non-union	Veterans Services	1
Office Manager (CA)	11	non-union	County Attorney	1
Assistant Facilities Director	11	non-union	Facilities Management	1
Human Resources Generalist	12	non-union	Human Resources	1
Assistant Facility Operations Manager	13	non-union	Incinerator	2
Maintenance Supervisor (SW)	13	non-union	Incinerator	1
Landfill Supervisor (MSW)	13	non-union	MSW	1
Financial Assistance Supervisor I	14	non-union	SS - Income Maintenance	1
Veterans Services Director	14	non-union	Veterans Services	1
Office & Support Services Supervisor	15	non-union	PH - Health Admin	1
Highway Maintenance Superintendent	15	non-union	Public Works - Maintenance	1
Emergency, Fleet, and Property Technician	15	non-union	Sheriff	1
Financial Assistance Supervisor II	15	non-union	SS - Income Maintenance	1
Fiscal Supervisor I	15	non-union	SS - Income Maintenance	1
Support Services Supervisor	15	non-union	SS - Income Maintenance	1
Assistant Environmental Services Administrator	15	non-union	SW Planning	1
County Assessor	16	non-union	Assessor	1
Systems Administrator	16	non-union	Information Systems	1
Deputy Director of Property Records	16	non-union	TPSC	1
Facilities Operations Manager	16	non-union	Incinerator	1
Human Resources Director	17	non-union	Human Resources	1
Nursing Supervisor (PH)	17	non-union	PH - Health Admin	2
Community Health Supervisor (PH)	17	non-union	PH - Health Admin	1
Captain	17	non-union	Sheriff	1
Social Service Supervisor	17	non-union	Social Services	4
Facilities Director	18	non-union	Facilities Management	1
MIS Director	18	non-union	Information Systems	1
Assistant Public Health Director	18	non-union	PH - Health Admin	1
Assistant County Attorney I	19	non-union	County Attorney	3
Public Health Director	19	non-union	PH - Health Admin	1
Construction Engineer	19	non-union	PW - Construction	1
Chief Deputy	19	non-union	Sheriff	1
Social Services Manager	19	non-union	SS - Income Maintenance	1
Assistant County Attorney II	20	non-union	County Attorney	2
Finance Director	20	non-union	Finance	1
Environmental Services Director	20	non-union	MSW/SW Planning	1
Director of Property Records	20	non-union	TPSC	1
First Assistant County Attorney	21	non-union	County Attorney	1
County Engineer	21	non-union	PW - Administration	1
Social Services Director	21	non-union	SS - Income Maintenance	1
County Administrator	22	non-union	County Administrator	1

BE IT FURTHER RESOLVED, that the following positions are new, added or changed in the 2025 budget, effective as of date noted and when the position is filled:

Department	New Position or Revised Position	Grade	New/Added/Replaces/Grade Change	Effective Date	Status	Union
Finance	To be determined	TBD	new	4/1/2026	Exempt	none
Social Services	Social Services Supervisor	17	added	4/1/2026	Exempt	none
Social Services	Financial Assistance Supervisor I	14	added	4/1/2026	Exempt	none
County Attorney	Assistant County Attorney I	19	grade change 18 to 19	1/1/2026	Exempt	none
County Attorney	Assistant County Attorney II	20	grade change 19 to 20	1/1/2026	Exempt	none
County Attorney	First Assistant County Attorney	21	grade change 20 to 21	1/1/2026	Exempt	none

BE IT FURTHER RESOLVED, That the Board sets the compensation of the County Administrator at Step 9, Grade 22 of the 2026 Wage Grids, equivalent to \$173,512.80 annually; and

BE IT FURTHER RESOLVED, That the Board sets the annual compensation of the County Attorney at \$173,512.80 effective January 1, 2026, and

BE IT FURTHER RESOLVED, That the Board sets the compensation of the County Sheriff at \$146,556, effective January 1, 2026, and

BE IT FURTHER RESOLVED, That the Board approves a policy of longevity pay to non-represented positions not currently received longevity pay, effective January 1, 2026 in the amounts of:

STARTING WITH THE SIXTH YEAR OF SERVICE	\$50.00 PER MONTH
STARTING WITH THE ELEVENTH YEAR OF SERVICE	\$60.00 PER MONTH
STARTING WITH THE SIXTEENTH YEAR OF SERVICE	\$75.00 PER MONTH
STARTING WITH THE TWENTY-FIRST YEAR OF SERVICE	\$90.00 PER MONTH

BE IT FURTHER RESOLVED, That the Board sets the County's 2026 non-represented employee cafeteria plan contribution at \$1,850 per month for the composite health insurance premium as provided for by the County and selected by the employee.

Commissioner Willhite seconded the foregoing resolution, and it was declared adopted upon the following vote. YEAS: Commissioner Strandell, Commissioner Reese, Commissioner Willhite, Commissioner Lee. NAYS: None

### **COMMISSIONER WARRANTS**

A motion was made by Commissioner Willhite seconded by Commissioner Strandell and adopted by unanimous vote of the Board that the following Commissioner Warrants were approved:

### **COMMISSIONER WARRANTS**

**DATED 12/19/2025**

**APPROVED 12/16/2025**

<u>Vendor Name</u>	<u>Amount</u>
Alluma Inc	4,893.53
Bertils Gravel & Excavation Lic	4,569.50
Brandner Printing & Office Supplies	7,985.00
Braut Construction LLC	21,193.69
Braun Intertec Corp	18,875.00
Brost Chevrolet	2,652.30
Burggrafs Ace Hardware	2,320.94
Church & Dwight Co Inc	13,354.94
CIVICPLUS LLC	7,557.82
Crookston Fuel Company	8,782.13
Dakota Supply Group	4,589.00
Destination Transport	2,190.00
Evenaire Systems Inc	6,155.00
Grainger	10,719.01
H2Over Viewers LLC	101,440.35
Hennen Equipment Inc	4,484.18
Higher Ground	3,510.00
Interstate Billing Service	6,877.96
JetWay Multiple Services Inc	4,400.00
Johnson Controls	5,379.32
K & L Inc	2,090.84
Kiesler Police Supply	3,919.81
Kimball Midwest	2,529.05
KnowBe4, Inc.	10,711.25
Kris Engineering	124,214.90
Kurita America Inc	10,994.12
Kustom Kollision LLC	13,121.40
Level 5 Services	4,620.03
LSQ Funding Group LC	4,136.75
Mn Dept Of Transportation	3,567.30
MnCCC Lockbox	12,392.24
Motorola Solutions Connectivity Inc	9,242.70
NorMinn Industrial LLC	3,469.56
North Country Overhead Door LLC	2,248.00
Northdale Oil Inc	2,630.39
Nova Fire Protection Inc	2,800.00
OK Tire Store - Fargo	4,983.06
Palmer Masonry & Concrete LLC	9,872.00
Pellenc ST America Inc	15,913.37
Pemberton Law PLLP	14,074.20
Peterson Sheet Metal Inc	6,266.28
PPC Industries	10,694.45

Red Lake County Auditor	2,860.68
Regents Of The Univ Of Mn	2,683.34
Road Machinery and Supplies Co.	3,749.87
Saber Shred Solutions, Inc	4,492.80
SRF Consulting Group Inc	3,455.72
Stantec Consulting Services Inc	14,296.36
Steamatic Of Grand Forks	2,195.00
The Master's Touch LLC	6,858.78
The Modern Sportsman	15,742.80
The Thirteen Towns LLC	2,193.76
Tri County Comm Corrections	14,446.69
True North Steel	2,520.00
UpNorth Engineering LLC	6,965.41
Vestis	2,166.79
Widseth Smith Nolting & Assoc	23,432.90
Ziegler Inc	2,481.02
136 Payments less than 2000	55,304.20
Final Total:	682,267.49

With no further business, the Board adjourned to reconvene at 8:00 o'clock a.m., January 6, 2026.

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Joan Lee, Chair

ATTEST:

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Charles S. Whiting, County Administrator  
Clerk of the Board





## 2026 AMC APPOINTMENTS

### 2026 AMC MEMBER COUNTY INFORMATION

<b>2026 County Board Chair</b>	
<b>2026 Vice Chair</b>	

### 2026 AMC POLICY COMMITTEE APPOINTMENTS

*Counties must appoint at least one commissioner or county official to each of the five AMC policy committees. Individuals may not serve as a voting member on more than one policy committee.*

<b>Policy Committee</b>	<b>2026 Policy Committee Member</b>
<b>Environment &amp; Natural Resources Policy Committee</b>	
<b>General Government Policy Committee</b>	
<b>Health &amp; Human Services Policy Committee</b>	
<b>Public Safety Policy Committee</b>	
<b>Transportation &amp; Infrastructure Policy Committee</b>	

### 2026 AMC VOTING DELEGATE APPOINTMENTS

*Please type (or clearly print) the names of your county's appointed AMC Voting Delegates for 2026 in the spaces below. Voting delegates are permitted to cast votes on behalf of one's county during official AMC meetings/business.*

<b>1</b>		<b>ARTICLE 8: ASSOCIATION DELEGATES &amp; DISTRICTS</b> <b>Section 1. Association Delegates</b> Each member county shall be entitled to a number of delegates equal to three more than the number of persons on the board of county commissioners of the member county. Delegates shall be appointed annually by the county board from among the officials and employees of the county. Each delegate so appointed shall be eligible to vote at any meeting of the Association or to be elected an officer or director of the Association. The right to vote at any meeting of the Association or to hold an office or directorship in the Association shall terminate when such person ceases to be a delegate from a member county or the county that delegate represents ceases to be a member of the Association. A vacancy in the office of delegate shall be filled by the county board for the unexpired term.
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		
<b>6</b>		
<b>7</b>		
<b>8</b>		

Please enter this information using the [online form linked here](#).

If you have any issues, please contact Matthew Cook via [mcook@mncounties.org](mailto:mcook@mncounties.org)



POLK COUNTY

DEC 22 2025

Administrator

December 15, 2025

Charles Whiting  
Polk County Board of Commissioners  
Polk County Courthouse  
612 North Broadway  
Crookston, MN 56716

RE: Warren Strandell's Term on the Grand Forks/East Grand Forks Metropolitan Planning Organization's Executive Policy Board

Dear Mr. Whiting:

Please note that Warren Strandell's term on the Grand Forks - East Grand Forks Metropolitan Planning Organization Executive Policy Board will expire on January 31, 2026. Please appoint a representative of the Polk County Board of Commissioners so the body continues to have representation on the Executive Policy Board. The appointments are for two-year terms.

Thank you for your consideration in this matter.

Sincerely,

Ben Ehreth  
Executive Director

CC: Warren Strandell



## Board of Commissioners

Polk County Government Center

612 N Broadway – Room 211

Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: Levi Webster, MIS Director

MEETING DATE: January 6<sup>th</sup>, 2026

AGENDA ITEM: Request to Purchase Replacement Firewalls

SUMMARY:

1. We are requesting to approve the attached quote to replace the current primary firewalls. The current firewalls are 7 years old and is approaching end of life. This quote includes hardware, support, and threat defense/IPS.

This is included in the 2026 budget.

ACTION REQUESTED (MOTION):

1. A motion to approve the SHI quote for the amount of \$27,852.00.



**Pricing Proposal**

<b>Quotation #:</b>	26966022
<b>Description:</b>	Cisco Firewalls    CSS    Deal ID 82518207 V2
<b>Created On:</b>	Dec-12-2025
<b>Valid Until:</b>	Dec-31-2025

**MN-County of Polk Department of Information Systems**

**Inside Account Executive**

**levi webster**

600 Bruce St.  
 Crookston  
 MN  
 56716  
 Phone: (218) 470-8319  
 Fax:  
 Email: levi.webster@polkcountymn.gov

**Joseph Ratner**

290 Davidson Ave  
 Somerset, NJ 08873  
 Phone: 732-564-8504  
 Fax:  
 Email: joey\_ratner@shi.com

[Click here](#) to order this quote

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Secure Firewall 1230 Appliance, Threat Defense Cisco Systems - Part#: CSF1230-TD-K9 Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	2	\$4,988.10	\$9,976.20
2 SOLN SUPP 8X5XNBD Secure Firewall 1230 Appliance, Threat D Cisco Systems - Part#: CON-SSSNT-CSF1230T Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	2	\$2,295.20	\$4,590.40
3 CSF 1230 Threat Defense IPS, Malware & URL 3Y Subs Cisco Systems - Part#: L-CSF1230-TMC-3Y Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	2	\$6,642.70	\$13,285.40
<b>Total</b>			<b>\$27,852.00</b>

**Additional Comments**

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

SHI SPIN: #143012572

SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

[Cisco's Terms and Conditions](#) apply to all hardware, software, cloud services, subscriptions, technical support and maintenance included in a Cisco offer.

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS &  
CHUCK WHITING

FROM: RICHARD LANGLOIS – Facilities Director

MEETING DATE: Tuesday Jan. 6<sup>th</sup>, 2026

AGENDA ITEM: Haulotte 55’ manlift.

### **SUMMARY:**

The Polk County Facilities Maintenance Dept. needs a manlift for the numerous projects we are unable to repair or inspect due to the challenge of the excessive heights where the work is located. Much of this work exceeds the safe working capacity of ladders. Safety is a great concern when working from tall ladders. We have a quote for a new machine with a 55’ reach capacity. \$49,249.00 from ACME Equipment. This quote is good while supplies last. Currently there are 2 machines available.

### **ACTION REQUESTED:**

Request the Board to approve moving forward with the purchase of the Haulotte 5533 towable manlift.

# QUOTATION

Acme Equipment  
3401 GATEWAY DR  
GRAND FORKS, ND 58203-0815  
USA  
Phone: (701) 335-5022  
Fax: (701) 746-2880

**Quote Number**  
26062577

**Date**  
12/04/25

**Page**  
1

**Customer:** #684546  
POLK COUNTY FACILITIES  
ATN: RICK LANGLOIS  
612 N BROADWAY  
CROOKSTON, MN 56716  
USA

**Ship To:** POLK COUNTY FACILITIES  
612 N BROADWAY  
CROOKSTON, MN 56716-1405  
USA

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**Entered:** 6/13/25    **Bid/Promo:** : 5533a  
**Expiration:** 6/28/25    **Entered by:** Chris Garceau  
**Phone/Email:** 7001-746-2887 / cgarceau@acmetools.com

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Item	Description	Quantity	UOM	Quote Price	Extend. Price
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5533A	HAULOTTE Haulotte 5533 A 55 Ft . Electric-Articulating Towabl	1	EA	49,249.00	49,249.00
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While Supplies last

Material Total: 49,249.00

Total Quote: 49,249.00

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Chuck

I have requested a manlift to be purchased for the facilities dept.

The machine best fitted to our needs has a self-leveling feature and a 55' working reach.

We have a substantial amount of high work for repairs, maintenance, and cleaning.

Pole lights, high mounted building lights, flagpole maintenance, building maintenance and repair projects.

The last 2 large building maintenance projects we contracted out were caulking projects at the Justice Center and the Gov Ctr.

The Justice Center pre-cast caulking project, Aug 2024. Sticky construction.

\$44,500.00.

The Gov. Ctr. window and doors caulking project May 2025. Sticky construction.

\$56,400.00.

The prices included labor, material, and lift.

We have more work to do at the Justice Center in 2026. Caulking all the windows and doors and cleaning the weep holes on all the windows. The cost of that project will most likely be in the \$50,000.00 range.

We have maintenance guys with the skills to do the work so the labor is already paid, we would do the work as time and weather permits, can easily be completed over the summer as a fill in project. The material cost should be around \$2000.00.

The full purchase price of the lift is \$49,249.00

Using the above numbers the lift plus the caulking materials \$51,500.00.

In theory the lift would nearly pay for itself with one project.

.....

## **Safety**

Access to roofs on multiple buildings is exterior only, this involves setting up extension ladders to gain access. Examples: Museum building, highway shop buildings, out of town locations.

We experienced some safety issues this past summer when accessing the museum building roof. The guys have difficulty getting onto the roof due to the design of the façade, and roof cap construction.

*This roof will need to be accessed more often due to the fact the roof is deteriorating due to age and composition of the roofing materials.*

In addition, the crew needed to cut in air flow vents to the Museum exterior and remove South gable entry working from ladders.

The highway shop in Angus needed roof repairs, we rented a lift from ACME rents to do the work.

The lift must be scheduled ahead of time. The day the guys picked up the lift turned very windy, since it was scheduled for that day they worked in windy conditions, which was a safety concern as reported to me after the fact. Had we owned our own lift, the work would have been suspended for more favorable weather conditions.

.....

An onsite lift available as needed without scheduling days ahead of time, repairs would be completed much faster and safer than our current process.

Our Facility maintenance crew have the skills to do the necessary work, they do however need the tools to accomplish this.

A facilities man lift would be a great asset to have for the maintenance crew to safely accomplish many tasks in a timely manner.

This lift has a 500 lb. lift capacity which will accommodate placing, removing equipment from roofs such as exhaust fans, air exchange units, etc.

We do have an interior space in the Annex garage to store the lift.

This type of equipment will hold its value for years if properly stored and maintained.

If the lift request is approved, I believe it could be purchased this year within the 2025 budget and remove it from the 2026 budget proposal.

Rick Langlois

Polk County Facilities Director.



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SAMUEL MELBYE, DIRECTOR OF PROPERTY RECORDS

MEETING DATE: January 6, 2026

AGENDA ITEM: Cannabis Retail Registration

SUMMARY: Local governments must issue a retail registration after verifying:

1. The business has a valid license, or preliminary license approval issued by OCM.
2. The business has paid a registration fee or renewal fee to the local government.
3. The business is compliant with chapter 342 and local ordinances.
4. If applicable, the business is current on all property taxes and assessments.
5. Local registrations may also be issued by counties if the respective local government transfers such authorities to the county in accordance with MN Statute 342.22.

The applicant has satisfactorily completed the above steps to obtain Retail Registration, and the City of Climax has, through resolution, delegated authority for Cannabis Retail Registration to Polk County.

Approval of Cannabis Retail Registration for:

- The Corner Bar of Climax, LLC dba The Corner Bar

**ACTION REQUESTED:** (INFORMATION ONLY/**MOTION**/RESOLUTION)

A motion was made by Commissioner \_\_\_\_\_ seconded by Commissioner \_\_\_\_\_ and adopted by unanimous vote of the Board to grant approval of the Cannabis Retail Registration for The Corner Bar of Climax, LLC dba The Corner Bar.

# Retail Registration Form and Checklist

Local unit of government: Polk County

Business name: The Corner Bar of Climax LLC/The Corner Bar

Business address: 101 Broadway St. W, Climax, MN 56523

Minnesota cannabis business license number: LPDIS-L25-000901-01

## Registration period and fee:

- |   |  |
|---|--|
| <input checked="" type="radio"/> Initial  | <input type="radio"/> Renewal  |
| <input type="radio"/> Cannabis Microbusiness (up to \$0.00)                           | <input type="radio"/> Cannabis Microbusiness (up to \$1000.00)                         |
| <input type="radio"/> Cannabis Mezzobusiness (up to \$500.00)                         | <input type="radio"/> Cannabis Mezzobusiness (up to \$1000.00)                         |
| <input type="radio"/> Cannabis Retailer (up to \$500.00)                              | <input type="radio"/> Cannabis Retailer (up to \$1000.00)                              |
| <input type="radio"/> Cannabis Retailer: Municipal Cannabis Store** (up to \$500.00)  | <input type="radio"/> Cannabis Retailer: Municipal Cannabis Store** (up to \$1,000.00) |
| <input type="radio"/> Medical Cannabis Combination Business* (up to \$500.00)         | <input type="radio"/> Medical Cannabis Combination Business* (up to \$1,000.00)        |
| <input checked="" type="radio"/> Lower-Potency Hemp Edible Retailer* (up to \$125.00) | <input type="radio"/> Lower-Potency Hemp Edible Retailer* (up to \$125.00)             |

\* These license types have specific statutory requirements regarding local retail registrations (see Minnesota Statutes, section 342.14, subd. 7 and Minnesota Statutes, section 342.22), and are not included in any potential limitation a local unit of government may establish.

Does applicant have liability insurance?  Yes  No

Is applicant current on all property tax and assessments at retail location:

Yes  No

Preliminary local ordinance compliance:  Pass  Fail

## Notes:

City of Climax Local Ordinance compliance approved by Jackie Voeller 12-11-2025

Total property tax due for parcel 81.00071.00 - \$2,633.73 (amount good thru 12/31/2025)

Property tax payment received 12/15/25.

The applicant named above has paid the appropriate fees, is current on all applicable tax obligations, has passed a preliminary compliance review, and is authorized to engage in retail cannabis sales in the jurisdiction named above.

Approved by:

Title:

Date:



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SAMUEL W. MELBYE, DIRECTOR OF PROPERTY RECORDS

MEETING DATE: JANUARY 6, 2026

AGENDA ITEM: APPOINTMENT OF ELECTION JUDGES FOR ALL 2026  
ELECTIONS

SUMMARY:

I am recommending, in accordance with MS 203B.121, Subd. 1 & 204B.19, the Polk County Board of Commissioners allow the Director of Property Records to appoint election judges as needed for all elections held in Polk County in 2026. Appointed election judges will be utilized for Testing, Validating, Tabulation and Technical support.

**ACTION REQUESTED:** (INFORMATION ONLY/**MOTION**/RESOLUTION)

A motion was made by Commissioner seconded by Commissioner and adopted by unanimous vote of the Board to allow the Director of Property Records to appoint Election Judges for Polk County Elections in 2026 to be utilized in Testing, Validating, Tabulation and Technical support. (Complete list is on file in the Administrator's Office)



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SAMUEL W. MELBYE, DIRECTOR OF PROPERTY RECORDS

MEETING DATE: January 6, 2026

AGENDA ITEM: ESTABLISH ABSENTEE/MAIL/UOCAVA BALLOT  
BOARD

SUMMARY:

In accordance with MS 204B.121 to 204B.22 the County Board must establish an Absentee Ballot Board.

**ACTION REQUESTED:** (INFORMATION ONLY/MOTION/**RESOLUTION**)

See attached resolution.



COUNTY OF POLK

)

I, Charles S. Whiting, County Administrator to and Clerk of the Polk County Board of Commissioners do hereby certify that I have compared the foregoing resolution with the original resolution filed in my office on the 6<sup>th</sup> day of January 2026, and that the same is a true and correct copy of the whole thereof.

WITNESS my hand and Official Seal of Polk County at Crookston, Minnesota this 6<sup>th</sup> day of January 2026.

---

Charles S. Whiting  
County Administrator  
Clerk of the Board



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SAMUEL MELBYE, DIRECTOR OF PROPERTY RECORDS

MEETING DATE: January 6, 2026

AGENDA ITEM: Extension Committee Appointees

SUMMARY:

- Extension Committee Members – Member District 1, Judy Meyer; District 3, Lorri Capistran

Judy Meyer has expressed interest in being reappointed as representative for District 1 on the Extension Committee. With the previous District 3 committee member's term expiring and reaching her term limit, the Extension Committee needs a new District 3 member appointed. Lorri Capistran has expressed interest. The Extension Committee is recommending Judy Meyer and Lorri Capistran be appointed to the Extension Committee for three-year terms.

**ACTION REQUESTED:** (INFORMATION ONLY/MOTION/RESOLUTION)

A motion was made by Commissioner seconded by Commissioner and approved by unanimous vote of the Board to reappoint Judy Meyer as the District 1 representative and appoint Lorri Capistran as the District 3 representative on the Extension Committee.



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SAMUEL W. MELBYE, DIRECTOR OF PROPERTY RECORDS

MEETING DATE: JANUARY 6, 2026

AGENDA ITEM: 2026 PUBLICATION BIDS

SUMMARY:

The 2026 Bid Tally Sheet is attached for the opening of the Publication Bids at 9:15 a.m.

**ACTION REQUESTED:** (INFORMATION ONLY/MOTION/**RESOLUTION**)

1. Approve Resolution (2026-01) Designating the Polk County Official Newspaper.
2. Approve Resolution (2026-02) Designating Publication of the Delinquent Tax List Statement of Polk County.
3. Approve Resolution (2026-03) Designating Second Publication of the Financial Statement Summary.

RESOLUTION OF THE POLK COUNTY  
BOARD OF COMMISSIONERS

**RESOLUTION (2026-01)**

**Designating The Polk County Official Newspaper**

The following resolution (2026-01) was offered by Commissioner:

BE IT RESOLVED, By the Board of County Commissioners of Polk County that the [NEWSPAPER] be and the same is hereby designated by the Board of County Commissioners of Polk County as the Official Newspaper of Polk County for 2026 and as such is the newspaper designated in which shall be published all notices and publications which the County is required to publish during the year of 2026.

BE IT FURTHER RESOLVED, That the bid of \$ per column inch be accepted for the official publications of Polk County.

BE IT FURTHER RESOLVED, That the publication of notices and other publications shall be at the rates as established in the bids and as accepted by the Board.

Commissioner seconded the foregoing resolution and it was declared adopted upon the following vote: YEAS: NAYS: None.

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF POLK        )

I, Charles S. Whiting, County Administrator to and Clerk of the Polk County Board of Commissioners do hereby certify that I have compared the foregoing resolution with the original resolution filed in my office on the 6<sup>th</sup> day of January 2026 and that the same is a true and correct copy of the whole thereof.

WITNESS my hand and Official Seal of Polk County at Crookston, Minnesota this 6<sup>th</sup> day of January 2026.

---

Charles S. Whiting  
Polk County Administrator  
Clerk of the Board



RESOLUTION OF THE POLK COUNTY  
BOARD OF COMMISSIONERS

**Second Publication of the 2025 Financial Statement**  
**RESOLUTION (2026-03)**

The following resolution (2026-03) was offered by Commissioner :

BE IT RESOLVED, By the Board of County Commissioners of Polk County that the bid of the [NEWSPAPER] for \$X.XX per column inch be and the same is hereby accepted for the second publication of 2025 Financial Statement of Polk County to be published in 2026.

Commissioner seconded the foregoing resolution and it was declared adopted upon the following vote. YEAS:. NAYS:

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF POLK         )

I, Charles S. Whiting, County Administrator to and Clerk of the Polk County Board of Commissioners do hereby certify that I have compared the foregoing resolution with the original resolution filed in my office on the 6<sup>th</sup> day of January, 2026, and that the same is a true and correct copy of the whole thereof.

WITNESS my hand and Official Seal of Polk County at Crookston, Minnesota this 6<sup>th</sup> day of January, 2026.

---

Charles S. Whiting  
County Administrator  
Clerk of the Board

Invitation to Bid  
Second Publication – Financial Statement Summary  
Bids Close January 6, 2026  
Polk County, Minnesota

Sealed bids will be RECEIVED by Samuel W. Melbye, Polk County Director of Property Records, on behalf of the Polk County Board of Commissioners until 9:00 A.M. on Tuesday, January 6, 2026 by Polk County for the year 2026 as listed below. Proposals received after 9:00 A.M. will not be considered. Proposals will be OPENED and READ publicly at 9:15 A.M., January 6, 2026 by the Board of County Commissioners or their representative at the County Courthouse in Crookston, Minnesota for the following:

SECOND PUBLICATION OF THE FINANCIAL STATEMENT SUMMARY PURSUANT TO MINNESOTA STATUTES 375.17 (LAWS OF MINNESOTA, 2004, CH. 182) IN 2025.

The bidders must comply with the legal requirements of Minnesota Statutes, Chapter 331A, and the legal requirements for publication of this material, and the bidders should make themselves familiar with these requirements.

Bids must be submitted on the form provided by the Polk County Taxpayer Service Center, and all bids must comply with the additional specifications on the bid form.

The words “Bids for Publishing” must be written on the outside of the bid envelope.

The Polk County Board reserves the right to reject any and all bids and to waive any irregularities in the bidding process.

Dated at Crookston, Minnesota, this 3<sup>rd</sup> day of December, 2025

Samuel W. Melbye  
Polk County Director of Property Records

(SEAL)



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS  
FROM: Jacob Snyder, Assistant Environmental Svs Administrator  
MEETING DATE: January 6, 2026  
AGENDA ITEM: 2026 Polk County Haulers License

### SUMMARY:

1. Polk County Solid Waste Ordinance requires a waste haulers license to (1) collect waste from a Polk County resident or business for monetary consideration, or (2) to collect waste from a non-Polk County resident or business and deliver that material to a Polk County facility.
2. We have received all the necessary items from TC Lighting LLC-Northern Rolloff Dumpster LLC of Bemidji, MN and is seeking a haulers license.
3. TC Lighting was in the process of selling the business to its employees prior to the former application deadline and made our department aware that the application would be late due to the pending sale. The sale has finalized and the late fees will be waived due to the company having prior correspondence with our department.

### ACTION REQUESTED: (INFORMATION ONLY/**MOTION**/RESOLUTION)

1. ACTION ITEM. Approval of the CY2026 Polk County Haulers License to TC Lighting LLC-Northern Rolloff Dumpster LLC of Bemidji, MN.



# Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

---

**TO:** POLK COUNTY BOARD OF COMMISSIONERS  
CHUCK WHITING, POLK COUNTY ADMIN.

**FROM:** Jacob Snyder - Assistant Environmental Svs. Administrator

**MEETING DATE:** January 6, 2026

**AGENDA ITEM:** FINAL Plat Approval – “Clark Nelson Addition”

**SUMMARY:**

- 1) The applicant proposes to re-plat “Clark Nelson Addition”, which would allow an equal property lot line adjustment to parcel #28.00347.00 and parcel #28.00348.00 located in section 21 of Garfield Township and established by Ridgewood Estates 2<sup>nd</sup> Addition.
- 2) The property line adjustments to the lot line that was established in Ridgewood Estates 2nd Addition is intended to equally redistributing the area by shifting the property line to square the lots to roadways and an adjacent parcel owned by Wolfe Clark. The parcels #28.00347.00 & 28.00348.00 are located in section 21 of Garfield Township.
- 3) Currently there is a dwelling and septic system that was permitted in 2024 on parcel 28.00348.00 and there was a shed permit issued on parcel #28.00347.00 in the summer of 2025.
- 4) There are no delineated wetlands located within the proposed plat area according to the Ridgewood Estates 2nd Addition Plat Map.
- 5) Both proposed lots have road frontage on a public roadway with parcel #28.00347.00 having road frontage via cul-da-sac along Austin Dr in Ridgewood Estates 2nd Addition. Parcel #28.00348.00 has road frontage on Ausitn Dr cul-da-sac and 102nd Ave SW in Ridgewood Estates 1stAddition which is the primary access for the new dwelling.
- 6) Planning & Zoning staff has viewed the property lot line adjustment and concludes that the proposed replat meets the zoning ordinance criteria for buildable parcels. The property adjustment will not prohibit future development of the parcels for residential uses.
- 7) No comments have been received on this proposed request.

**PLANNING COMMISSION & STAFF RECOMMENDATIONS:**

PC & Staff recommends that the proposed plat be approved as a PRELIMINARY/FINAL PLAT

**ACTION REQUESTED:** (INFORMATION ONLY/**MOTION**/RESOLUTION)

Motion to approve the Final Plat for “Clark Nelson Addition”.

# Board of County Commissioners

## Final Plat

### “Clark Nelson Addition”

Parcel #28.00347.00 & 28.00348.00

January 6, 2026

#### APPLICANT REQUEST:

The applicant proposes to re-plat “Clark Nelson Addition”, which would allow an equal property lot line adjustment to parcel #28.00347.00 and parcel #28.00348.00 located in section 21 of Garfield Township and established by Ridgewood Estates 2<sup>nd</sup> Addition.

#### ZONING ORDINANCE REQUIREMENTS:

1) PCZO Sect. 22.0400 d. Platted lots must conform to all of the official controls adopted by this ordinance. The Planning Commission/ Board of Commissioners must not approve plats that are designed so variances from one or more standards in the official controls would be needed to use the lots for their intended purpose. Lot areas shall meet sizing standards within the land use district as defined by this ordinance and shall have adequate room for two standard subsurface sewage treatment systems. Lots that would require use of only holding tanks must not be approved. Lots shall be evaluated for limiting factors including but not limited to depth of groundwater or impervious layer, slope, flooding potential, and other limiting factors. *The applicant proposes no new lots in this plat request, only redistribute property previously platted Ridgewood Estates 2<sup>nd</sup> Addition.*

2) PCZO Sect. 22.2731 The proposed plat must have frontage on a public road and must meet the following requirements: The access meets the access requirements of the affected road authority. The road authority will grant an access permit. *Both parcels will have frontage on an existing public roadways.*

3) PCZO Sect. 13.8100 All new lots except those created for conditional uses. Minimum of one and one half acres.

4) Sect. 13.8300 Lot configuration for new lots. 13.8310 Minimum width - 125 feet with 125 feet of frontage on an existing public road. The minimum width must be maintained for the entire depth of the lot except where the lot is located on a cul de sac, or is created as a Flag Lot as specified in Section 22.3300.

#### PERTINANT FACTS:

1) The property line adjustments to the lot line that was established in Ridgewood Estates 2<sup>nd</sup> Addition is intended to equally redistributing the area by shifting the property line to square the lots to roadways and an adjacent parcel owned by Wolfe Clark. The parcels #28.00347.00 & 28.00348.00 are located in section 21 of Garfield Township.

- 2) Currently there is a dwelling and septic system that was permitted in 2024 on parcel 28.00348.00 and there was a shed permit issued on parcel #28.00347.00 in the summer of 2025.
- 3) There are no delineated wetlands located within the proposed plat area according to the Ridgewood Estates 2<sup>nd</sup> Addition Plat Map.
- 4) Both proposed lots have road frontage on a public roadway with parcel #28.00347.00 having road frontage via cul-da-sac along Austin Dr in Ridgewood Estates 2<sup>nd</sup> Addition. Parcel #28.00348.00 has road frontage on Ausitn Dr cul-da-sac and 102<sup>nd</sup> Ave SW in Ridgewood Estates 1<sup>st</sup> Addition which is the primary access for the new dwelling.
- 5) Planning & Zoning staff has viewed the property lot line adjustment and concludes that the proposed replat meets the zoning ordinance criteria for buildable parcels. The property adjustment will not prohibit future development of the parcels for residential uses.

**COMMENTS RECEIVED:**

- 1) No comments have been received on this proposed request.

**PLANNING COMMISSION & STAFF RECOMMENDATIONS:**

Planning Commission & Staff recommends approval of the Final Plat with the following recommendations:

- 1) Within six (6) months of preliminary plat approval, the developer shall submit a Final Plat. The plat may contain only that portion of the approved preliminary plat which is proposed to record. Failure to meet this provision shall void the Preliminary Plat.

**\*Note, the Planning Commission choose to proceed with a recommendation to the County Board for Preliminary & Final approval, as long as there are no significant changes to the proposed lot layouts.**

RECEIVED

OCT 24 2025

POLK COUNTY ENV. SVS.

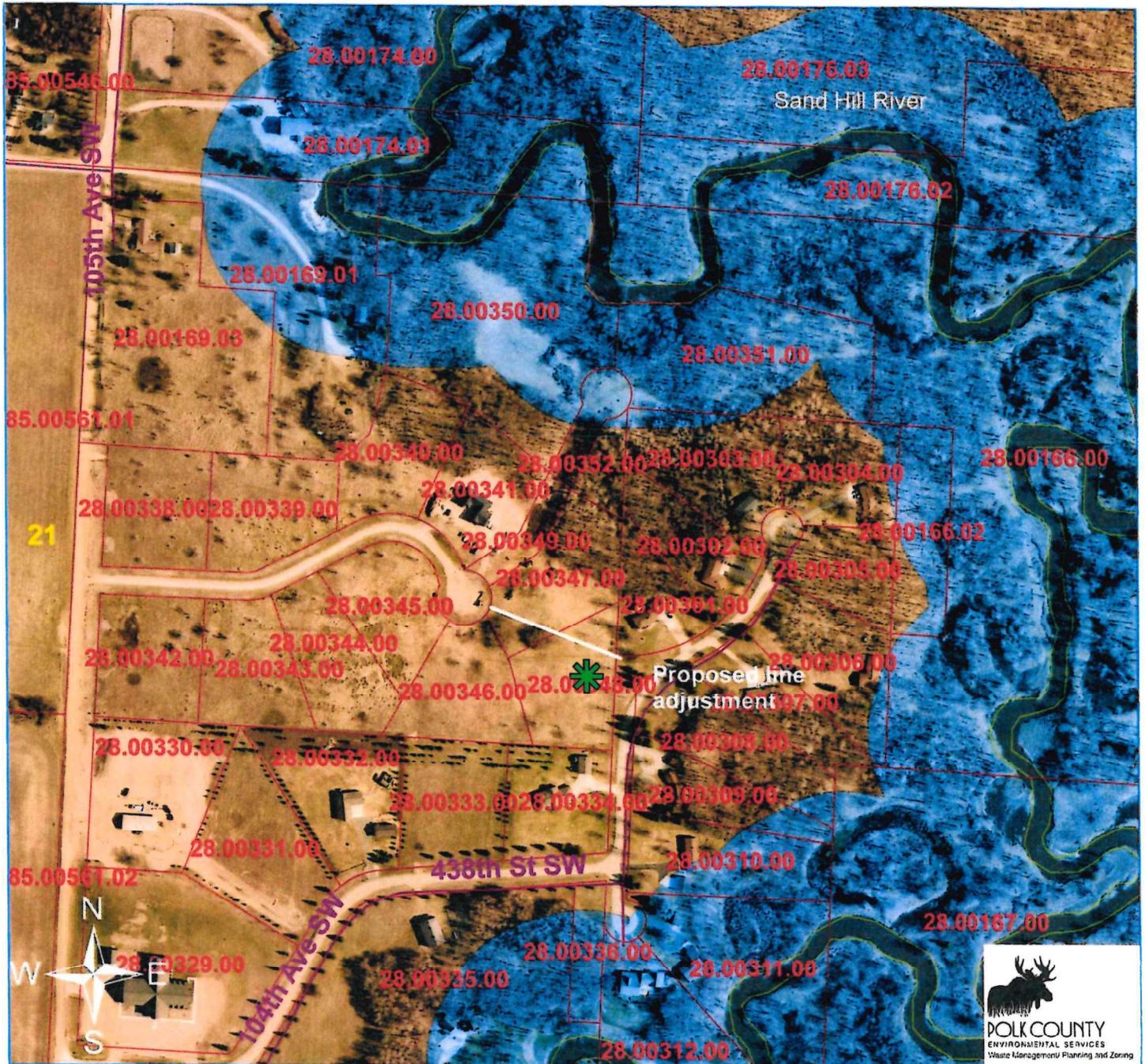
**PLAT/PUD APPLICATION**  
**POLK COUNTY ENVIRONMENTAL SERVICES**  
**P.O. Box 375 ! Crookston, MN 56716**  
**218-281-5700 ! 800-482-6804 ! Fax 218-281-6471**

DEVELOPER/APPLICANT: Wolfe Clark  
 Address: 43679 102<sup>nd</sup> Ave SW  
 City, State, Zip: Fertile MN 56540  
 Phone #: 218-686-0044

NAME OF PLAT: Clark Nelson Addition  
 TOWNSHIP; SECTION: Garfield / 21  
 SURVEYOR: Widseth  
 PARCEL NO: 28.00348.00 + 28.00347.00  
 AG, SHORELAND:  
 OR FLOODPLAIN AG District

PLAT APPLICATION FEE: Flat fee \$ 300  
 Fee per unit/lot \_\_\_\_\_  
 Total Due \$ 300

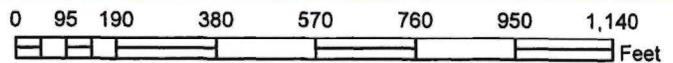
DATE APPLICATION RECEIVED: \_\_\_\_\_  
 DATE PERMIT SENT: \_\_\_\_\_  
 Date of Pre-App Meeting: \_\_\_\_\_  
 Date of Hearing: \_\_\_\_\_  
 Date Final Plat Approved: \_\_\_\_\_



**Legend**

- E911\_Road
- Polk\_GIS.DBO.Parcels
- Shoreland District
- Sections
- ✱ Indicates property location

\*NOTE: Proposed request is located in the Agricultural district



**Proposed REPLAT Request:** The applicant is requesting to replat two parcels of property located in Ridgewood Estates 2nd addition to move the property lot line. The properties are located in section 21 of Garfield Township specifically parcels 28.00347.00 and 28.00348.00.

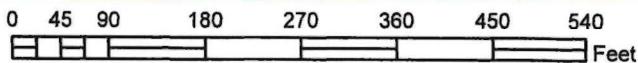
Map Created 11/12/2025  
 By: Jacob Snyder  
 Planning & Zoning Admin.



**Legend**

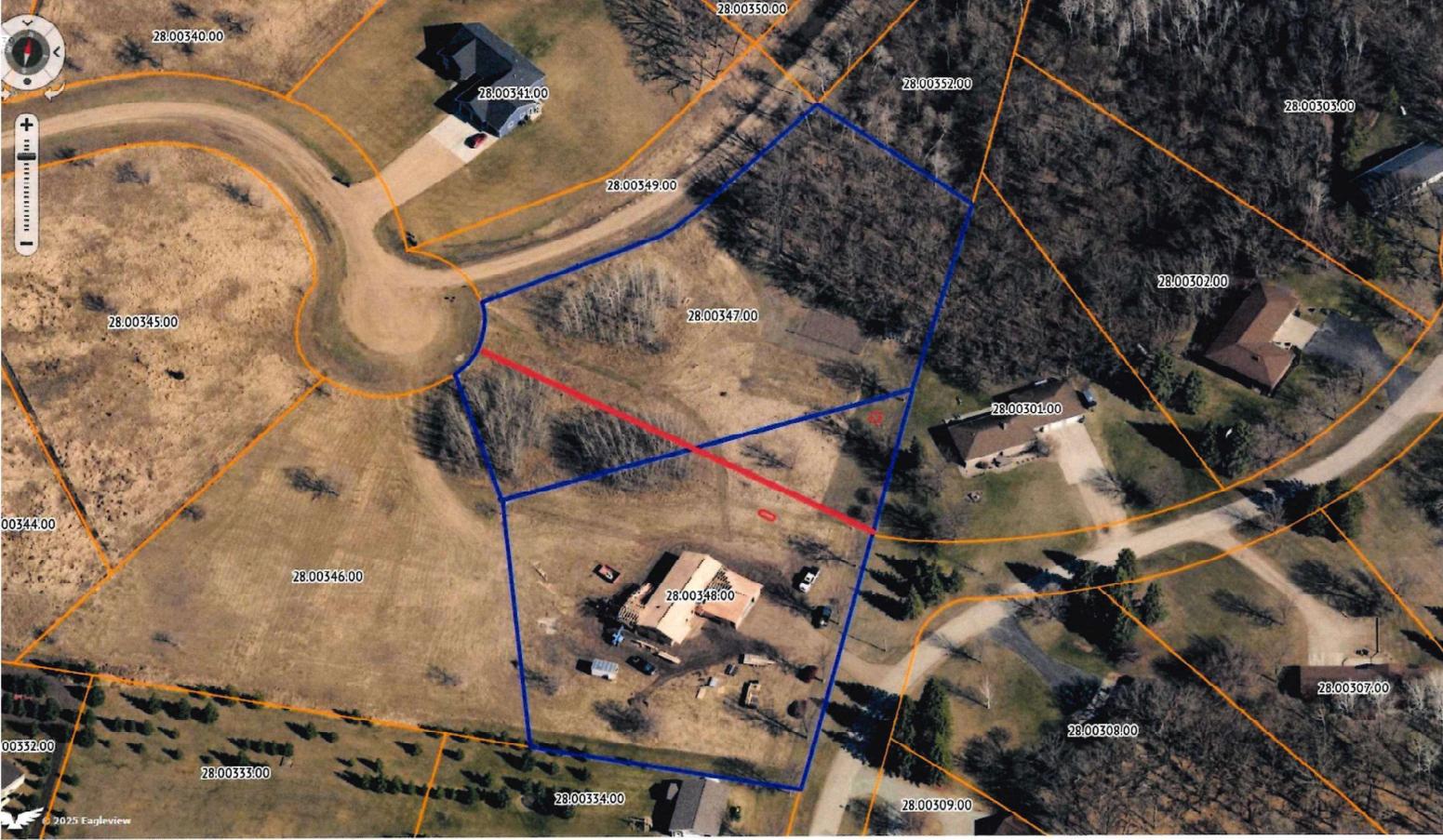
- E911\_Road
- Polk\_GIS.DBO.Parcels
- Sections
- Indicates property location

\*NOTE: Proposed request is located in the Agricultural district



**Proposed REPLAT Request:** The applicant is requesting to replat two parcels of property located in Ridgewood Estates 2nd addition to move the property lot line. The properties are located in section 21 of Garfield Township specifically parcels 28.00347.00 and 28.00348.00.

Map Created 11/12/2025  
 By: Jacob Snyder  
 Planning & Zoning Admin.









# CLARK NELSON ADDITION

BEING A REPLAT OF LOT 6 & 7, BLOCK 2, RIDGEWOOD ESTATES 2ND ADDITION, POLK COUNTY, MINNESOTA

KNOW ALL PERSONS BY THESE PRESENTS, that Wade R. Clark and Wendy L. Clark, joint tenants, owners of the following described property situated in Polk County, Minnesota, to-wit:

LEGAL DESCRIPTION (DOCUMENT NO. 741261)  
 Lot 6, Block 2, Ridgewood Estates 2nd Addition, according to the official plat thereof on file and of record in the office of the County Recorder for Polk County, Minnesota.

AND: Raymond L. Nelson and Sybil S. Nelson, joint tenants, owners of the following described property situated in Polk County, to-wit:

LEGAL DESCRIPTION (DOCUMENT NO. 756611)  
 Lot 7, Block 2, Ridgewood Estates Second Addition

Have caused the same to be surveyed and platted as **CLARK NELSON ADDITION** and do hereby donate and dedicate to the public for public use Austin Drive and 102nd Avenue SW and the drainage and utility easements as shown.

**IN WITNESS WHEREOF**, said Wade R. Clark, Wendy L. Clark, Raymond L. Nelson, and Sybil S. Nelson.

**OWNERS:**

Wade R. Clark                      Wendy L. Clark

Raymond L. Nelson              Sybil S. Nelson

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

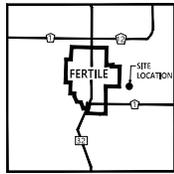
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Wade R. Clark and Wendy L. Clark, joint tenants.

Notary Public: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Raymond L. Nelson and Sybil S. Nelson.

Notary Public: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_



I, the undersigned, Garrett R. Borowicz, Land Surveyor, Minnesota License No. 45365, do hereby certify that this plat is a correct representation of the survey, that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments have been correctly placed in the ground as shown, that the outside boundary lines are correctly designated on the plat, and that there are no wetlands as defined in MS 520.02, Subd. 1, or public highways to be designated other than as shown.

Garrett R. Borowicz, Land Surveyor  
 Minnesota License No. 45365

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

The foregoing Surveyor's Certificate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Garrett R. Borowicz, Minnesota License No. 45365.

Notary Public: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

The subdivision of land shown herein was approved by the Planning Commission of Polk County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in accordance with the laws of the State of Minnesota and regulations of said Planning and Zoning does hereby approve this plat of CLARK NELSON ADDITION for subdivision, pursuant to Minnesota Statutes, Section 560.03, Subd. 2, as an in-conformance.

Zoning Administrator of Polk County, MN

We do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Board of Commissioners of Polk County, Minnesota, approved this plat.

Chairman

No delinquent taxes due and transfer entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

County Auditor of Polk County, MN

I hereby certify that all taxes for \_\_\_\_\_ on the land described herein are paid in full.

County Treasurer of Polk County, MN

Document Number: \_\_\_\_\_

I hereby certify that this instrument was filed for record in the office of the County Recorder in and for Polk County, Minnesota on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_.

County Recorder of Polk County, MN

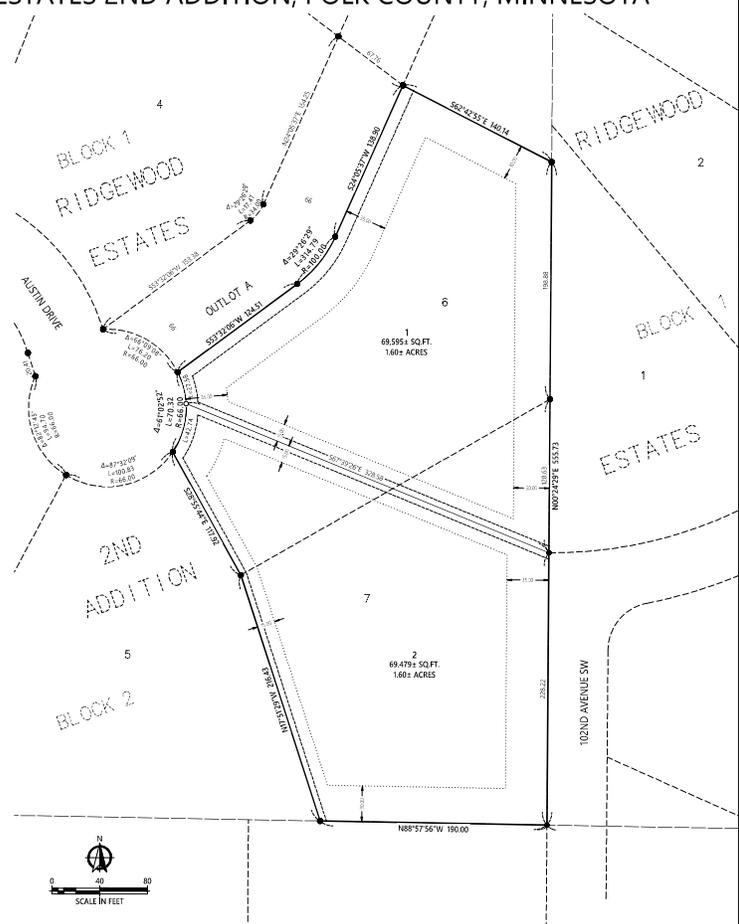


**LEGEND**

- QUARTER QUARTER SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- DEEDED LOT LINE
- PLATTED LOT LINE
- BOUNDARY LINE

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE POLK COUNTY COORDINATE DATABASE, NAD83 (1996 ADJ.)

- DENOTES FOUND IRON MONUMENT
- DENOTES FOUND IRON MONUMENT BY BENCH LONG-BORN RESURVEY AND MARKED BY ILS #45365



"OFFICIAL PLAT"





## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: January 6, 2026

AGENDA ITEM: Polk County Opioid Settlement Fund – Approve Contract with Tri-County Community Corrections

SUMMARY:

December 2, 2025 – Polk County Opioid Settlement Fund - Board approved recommended applicants identified through the request for proposals process.

**ACTION REQUESTED:** *Motion to approve Polk County Opioid Settlement Fund contract with Tri-County Community Corrections for \$96,000.*

**AGREEMENT BETWEEN THE  
COUNTY OF POLK AND TRI-COUNTY  
COMMUNITY CORRECTIONS**

This Agreement is entered into by and between the County of Polk, a political subdivision of the State of Minnesota, by and through Polk County Public Health, and Tri-County Community Corrections, 816 Marin Avenue, Suite 110, Crookston, MN 56716 (“Contractor”), by and through their respective governing boards.

**RECITALS**

**WHEREAS**, the County has received funds from the National Opioid Settlement;

**WHEREAS**, the County is permitted to make grants of Opioid Settlement Funds to recipients who spend the funds in compliance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA); and

**WHEREAS**, the County is providing Contractor with Opioid Settlement Funds described herein based on the grant expenditure requirements outlined in Exhibit 2, Service Grid.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the County and Contractor hereby agree as follows:

1. Effective Date. This Agreement shall be effective January 1, 2026, and shall remain in effect until December 31, 2026.
2. Purpose. The purpose of this Agreement is to provide Opioid Settlement Funds from the County to the Contractor. Such funds shall be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid and approved workplan/budget.
3. Contractor’s obligations under Opioid Settlement Agreements. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement document (“MOA”), which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf), and the Reporting and Compliance Addendum document, which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (“Addendum to MOA”). Contractor agrees to comply with all terms and conditions that are applicable to Participating Local Governments, recipients and grantees under such MOA and Addendum.

In accordance with Part III., Section D of the MOA, Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Sarah Reese, or her designee, Sarah Shimek, has the responsibility to monitor the Contractor's performance pursuant to this Agreement. Sarah Reese has the authority to recommend approval of invoices submitted for reimbursement.

The Contractor's Authorized Representative are:

Andrew Larson, Executive Director or Warren Strandell, Chair  
Tri-County Community Corrections  
816 Marin Ave, Suite 110  
Crookston, MN 56716  
Telephone: 218-470-8148  
Email: andrew.larson@polkcountymn.gov

The parties shall provide written email notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the County.
8. Use of Subcontractors. The Contractor shall not engage subcontractors under this Agreement without the written consent of the County. It is the Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to the Contractor.
9. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of Contractor, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions Contractor may be legally responsible.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, the Contractor shall allow the County and/or State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.

13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Statement of Non-Discrimination. Contractor acknowledges, by execution of this agreement, that the Contractor, in providing the services contemplated under the terms of this agreement, will not discriminate against any person(s) on the basis of age, race, creed, color, national origin, ancestry, sex, physical or mental handicap, marital status, sexual orientation, military status, or status as a public assistance recipient.
15. Governing Law. This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Minnesota.
16. Compliance with Law. The Contractor agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
17. Cancellation. The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause, including for an event of default, shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement. Notice of Termination shall be made by certified mail to the Authorized Representative of the other Party. For purposes of termination, default, and cancellation, all days are calendar days.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled by either party, in the event funding is lost or becomes unavailable at the level relied upon for the performance of this Agreement provided the funding loss did not result from an act of bad faith, upon thirty (30) days calendar days' written notice made by certified mail to the Authorized Representative of the other Party.

18. Intellectual Property Rights.

The Contractor represents and warrants that any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials") produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. Contractor shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.

19. Exhibits. The following exhibits are attached to and incorporated within this Agreement.

Exhibit 1: Standard Assurances;

Exhibit 2: Service Grid;

Exhibit 3: Invoice Form.

21. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

22. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

**COUNTY OF POLK – Polk County Public Health**

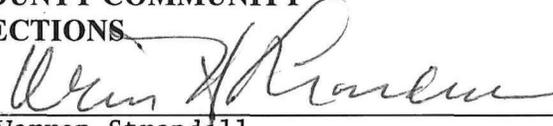
\_\_\_\_\_  
County Attorney/Date

By: \_\_\_\_\_

Title: \_\_\_\_\_

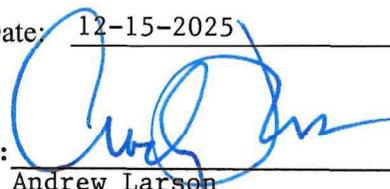
Date: \_\_\_\_\_

**CONTRACTOR-  
TRI-COUNTY COMMUNITY  
CORRECTIONS**

By:   
Warren Strandell

Title: Regional Corrections Board Chair

Date: 12-15-2025

By:   
Andrew Larson

Title: Executive Director

Date: 12-15-2025

**EXHIBIT 1  
STANDARD ASSURANCES**

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals\* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

\*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY.** When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS.** By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [https://oig.hhs.gov/exclusions/exclusions\\_list.asp](https://oig.hhs.gov/exclusions/exclusions_list.asp)

(2023)

## **EXHIBIT 2 – Service Grid**

### **Purpose**

On December 2, 2025, the Polk County Board of Commissioners approved Opioid Settlement Fund recommendations presented by the Chief Health Strategist (Public Health) and Polk County Opioid Advisory Council. Funds to be used to support eligible activities in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement funded through the National Opioid Settlement Funds.

### **Goal**

Provide Contractor with access to Polk County (MN) opioid settlement funds.

### **Service Expectations**

- Contractor may only use these funds in accordance with the approved workplan/budget and Amended Minnesota Opioids State-Subdivision Memorandum of Agreement and Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum found at the following links:
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf)
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)

### **Reporting**

- As identified in the RFP, Contractor must participate in, at minimum, two short check-ins with Public Health/Health Strategist and present to the Council at least once during the reporting period.
  - Check-ins: Contractor is welcome to invite Public Health staff to a planned event or meeting, or Public Health staff will schedule virtual check-ins with Contractor in March and October 2026.
  - Council Presentation: Contractor will have 15 minutes to present initiative highlights/results to the Polk County Opioid Advisory Council in June 2026.
- Annual Project Summary Report, including updated organization contact information, an account of the use of funds, and a description of outcomes is due no later than Feb 12, 2027.
- Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum Of Agreement Reporting And Compliance Addendum
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)
- Reporting is required in accordance to the DHS reporting addendum Appendix A
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (found on last page)
    - Information on funded service/program
      - Service/program/activity (drop-down, multiple select box, if feasible)
      - Budget for the program/service, actual expenditure on the program/service
      - Brief description of the funded program and progress made during the year (recommended length: 125-250 words)
      - Remediation category
      - Check box for target population, check all that apply (White, Black or African American, American Indian, Asian, Native Hawaiian or Other Pacific Islander, Hispanic, children and youth, individuals with disabilities, pregnant individuals, low-income individuals, homeless/unhoused, recent immigrants, justice-involved, LGBTQ, other-specify)
      - Use of evidence-based practices and culturally-relevant services
    - Outcomes for activities of \$25,000 or more in calendar year expenditures
      - Brief qualitative successes or challenges/barriers from the field (125-250 words)
      - Report on the results of the activity using 1 or more self-defined process measures
        - Addresses the question “How much did we do?” (Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.)
      - Report on the results of the activity using 1 or more self-defined quality or outcome measure
        - Addresses the questions, “How well did we deliver it?” or “What difference did it make?” (Examples: Quality measure: percentage of clients referred to care or engaged in care; percentage of staff with certification, qualification, or lived experience; level of client or participant

satisfaction shown in survey data. / Outcome measure: number or percentage of clients with stable housing or employment; avoided fatal overdoses; recidivism; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.)

### **County Responsibilities**

- County will be responsible for submitting required reporting to DHS by March 31, annually.
- Facilitate opportunities for Public Health staff to provide feedback on related strategies and work related to the expenditure of Opioid Settlement Funds.
- Collaboratively plan strategy and logistics for successful expenditure of Opioid Settlement Funds.
- Process invoices for the reimbursement of the use of funds.

### **Billing Procedures**

- County will be responsible for the processing of reimbursements for the use of funds.
- Invoice provided as Exhibit 3, shall be submitted To: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov via email.
- The County shall make payment to Contractor within forty-five (45) days of the date on which the invoice is received, and services are accepted by the County.
- If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within forty-five (45) days.
- Late Request for Payments. The County has an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed.

### **Inclusion, Diversity & Equity**

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

It is expected that while performing services, the Contractor shall abstain from unacceptable behaviors including, but not limited to: Racial, ethnic or discriminatory jokes or slurs; Hostile, condemning, or demeaning communications, both verbal and written; Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the cancellation provision in the Contract.

**Exhibit 3 - Invoice Form**

<b>Invoice Date:</b>
<b>Project Name:</b> <i>Opioid Settlement Funds</i>
<b>Email Invoice to:</b> <i>Polk County through its Public Health Department, Attn: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov</i>
<b>Billing Period for this Invoice:</b>
<b>Organization/Program Contact:</b>
<b>Contact Person for Invoice:</b>
<b>Remit to (where payment should be sent):</b>

<b>Invoice Category:</b>	<b>Amount Spent in this Billing Period:</b>
Salaries and Benefits	
Contractual Services	
Travel	
Operating Supplies	
Other - Describe:	
Indirect – Insert %	
Total Reimbursement	

*Supporting documents for these expenses are required to be retained for six years. Polk County and/or the Minnesota Attorney General's Office reserves the right to audit the Applicants records at any time without prior notice.*

*I declare that no part of this claim has been previously billed to Polk County Public Health and reflects only charges that conform and are consistent with the description and conditions of the approved grant agreement work plan and budget. I also declare that the data on this document is correct and all transactions that support this claim were made in accordance with all applicable Federal and State statutes and regulations.*

<b>Signature:</b>
<b>Date:</b>



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: January 6, 2026

AGENDA ITEM: Polk County Opioid Settlement Fund – Approve Contract with Alluma, Inc.

SUMMARY:

December 2, 2025 – Polk County Opioid Settlement Fund - Board approved recommended applicants identified through the request for proposals process.

**ACTION REQUESTED:** *Motion to approve Polk County Opioid Settlement Fund contract with Alluma, Inc. for \$80,000.*

**AGREEMENT BETWEEN THE  
COUNTY OF POLK AND ALLUMA, INC.**

This Agreement is entered into by and between the County of Polk, a political subdivision of the State of Minnesota, by and through Polk County Public Health, and Alluma, Inc., 603 Bruce Street, PO Box 603, Crookston, MN 56716 (“Contractor”), by and through their respective governing boards.

**RECITALS**

**WHEREAS**, the County has received funds from the National Opioid Settlement;

**WHEREAS**, the County is permitted to make grants of Opioid Settlement Funds to recipients who spend the funds in compliance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA); and

**WHEREAS**, the County is providing Contractor with Opioid Settlement Funds described herein based the grant expenditure requirements outlined in Exhibit 2, Service Grid.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the County and Contractor hereby agree as follows:

1. Effective Date. This Agreement shall be effective January 1, 2026, and shall remain in effect until December 31, 2026.
2. Purpose. The purpose of this Agreement is to provide Opioid Settlement Funds from the County to the Contractor. Such funds shall be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid and approved workplan/budget.
3. Contractor’s obligations under Opioid Settlement Agreements. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement document (“MOA”), which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf), and the Reporting and Compliance Addendum document, which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (“Addendum to MOA”). Contractor agrees to comply with all terms and conditions that are applicable to Participating Local Governments, recipients and grantees under such MOA and Addendum.

In accordance with Part III., Section D of the MOA, Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Under the Addendum to MOA, Part I. Section f, a Participating Local Government that receives Opioid Settlement Funds and grants those funds to subrecipients or grantees is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity's reporting obligations. Contractor therefore must comply with such monitoring and tracking requirements for the funds it receives under this Agreement. Pursuant to the Addendum to MOA Part II, Section b, all grantees and subrecipients must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients and grantees must also comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11." Under Section C, all Participating Local Governments must maintain, for a period of at least six years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures.

4. County Obligations. The County agrees to reimburse the Contractor in an amount not to exceed \$ 80,000 for costs incurred in performing services fulfilling the Purpose described above for the Effective Dates.
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the Contractor may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement. The County will reimburse the Contractor within 45 calendar days of the Contractor's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted as outlined in Exhibit 2, Service Grid. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA).
6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and consent to modifications to the extent authorized. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:  
Sarah Reese, Director  
Polk County Public Health  
816 Marin Ave, Suite 125  
Telephone: 218-281-3385  
Email: [sarah.reese@polkcountymn.gov](mailto:sarah.reese@polkcountymn.gov)

Sarah Reese, or her designee, Sarah Shimek, has the responsibility to monitor the Contractor's performance pursuant to this Agreement. Sarah Reese has the authority to recommend approval of invoices submitted for reimbursement.

The Contractor's Authorized Representative is:

Alluma, Inc.  
Shauna Reitmeier, Chief Executive Officer  
603 Bruce Street, PO Box 603  
Crookston, MN 56716  
Telephone: 218-470-1401  
Email: shauna.reitmeier@allumacares.org

The parties shall provide written email notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the County.
8. Use of Subcontractors. The Contractor shall not engage subcontractors under this Agreement without the written consent of the County. It is the Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to the Contractor.
9. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of Contractor, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions Contractor may be legally responsible.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, the Contractor shall allow the County and/or State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.

13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Statement of Non-Discrimination. Contractor acknowledges, by execution of this agreement, that the Contractor, in providing the services contemplated under the terms of this agreement, will not discriminate against any person(s) on the basis of age, race, creed, color, national origin, ancestry, sex, physical or mental handicap, marital status, sexual orientation, military status, or status as a public assistance recipient.
15. Governing Law. This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Minnesota.
16. Compliance with Law. The Contractor agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
17. Cancellation. The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause, including for an event of default, shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement. Notice of Termination shall be made by certified mail to the Authorized Representative of the other Party. For purposes of termination, default, and cancellation, all days are calendar days.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled by either party, in the event funding is lost or becomes unavailable at the level relied upon for the performance of this Agreement provided the funding loss did not result from an act of bad faith, upon thirty (30) days calendar days' written notice made by certified mail to the Authorized Representative of the other Party.

18. Intellectual Property Rights.

The Contractor represents and warrants that any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials") produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. Contractor shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.

19. Exhibits. The following exhibits are attached to and incorporated within this Agreement.

Exhibit 1: Standard Assurances;

Exhibit 2: Service Grid;

Exhibit 3: Invoice Form.

21. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

22. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

**COUNTY OF POLK – Polk County Public Health**

\_\_\_\_\_  
County Attorney/Date

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ALLUMA, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT 1  
STANDARD ASSURANCES**

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals\* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

\*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY**. When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS**. The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING**. Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS**. Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS**. By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY**. The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [https://oig.hhs.gov/exclusions/exclusions\\_list.asp](https://oig.hhs.gov/exclusions/exclusions_list.asp)

(2023)

**Purpose**

On December 2, 2025, the Polk County Board of Commissioners approved Opioid Settlement Fund recommendations presented by the Chief Health Strategist (Public Health) and Polk County Opioid Advisory Council. Funds to be used to support eligible activities in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement funded through the National Opioid Settlement Funds.

**Goal**

Provide Contractor with access to Polk County (MN) opioid settlement funds.

**Service Expectations**

- Contractor may only use these funds in accordance with the approved workplan/budget and Amended Minnesota Opioids State-Subdivision Memorandum of Agreement and Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum found at the following links:
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf)
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)

**Reporting**

- As identified in the RFP, Contractor must participate in, at minimum, two short check-ins with Public Health/Health Strategist and present to the Council at least once during the reporting period.
  - Check-ins: Contractor is welcome to invite Public Health staff to a planned event or meeting, or Public Health staff will schedule virtual check-ins with Contractor in March and October 2026.
  - Council Presentation: Contractor will have 15 minutes to present initiative highlights/results to the Polk County Opioid Advisory Council in June 2026.
- Annual Project Summary Report, including updated organization contact information, an account of the use of funds, and a description of outcomes is due no later than Feb 12, 2027.
- Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum Of Agreement Reporting And Compliance Addendum
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)
- Reporting is required in accordance to the DHS reporting addendum Appendix A
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (found on last page)
    - Information on funded service/program
      - Service/program/activity (drop-down, multiple select box, if feasible)
      - Budget for the program/service, actual expenditure on the program/service
      - Brief description of the funded program and progress made during the year (recommended length: 125-250 words)
      - Remediation category
      - Check box for target population, check all that apply (White, Black or African American, American Indian, Asian, Native Hawaiian or Other Pacific Islander, Hispanic, children and youth, individuals with disabilities, pregnant individuals, low-income individuals, homeless/unhoused, recent immigrants, justice-involved, LGBTQ, other-specify)
      - Use of evidence-based practices and culturally-relevant services
    - Outcomes for activities of \$25,000 or more in calendar year expenditures
      - Brief qualitative successes or challenges/barriers from the field (125-250 words)
      - Report on the results of the activity using 1 or more self-defined process measures
        - Addresses the question “How much did we do?” (Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.)
      - Report on the results of the activity using 1 or more self-defined quality or outcome measure
        - Addresses the questions, “How well did we deliver it?” or “What difference did it make?” (Examples: Quality measure: percentage of clients referred to care or engaged in care; percentage of staff with certification, qualification, or lived experience; level of client or participant

satisfaction shown in survey data. / Outcome measure: number or percentage of clients with stable housing or employment; avoided fatal overdoses; recidivism; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.)

### **County Responsibilities**

- County will be responsible for submitting required reporting to DHS by March 31, annually.
- Facilitate opportunities for Public Health staff to provide feedback on related strategies and work related to the expenditure of Opioid Settlement Funds.
- Collaboratively plan strategy and logistics for successful expenditure of Opioid Settlement Funds.
- Process invoices for the reimbursement of the use of funds.

### **Billing Procedures**

- County will be responsible for the processing of reimbursements for the use of funds.
- Invoice provided as Exhibit 3, shall be submitted To: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov via email.
- The County shall make payment to Contractor within forty-five (45) days of the date on which the invoice is received, and services are accepted by the County.
- If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within forty-five (45) days.
- Late Request for Payments. The County has an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed.

### **Inclusion, Diversity & Equity**

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

It is expected that while performing services, the Contractor shall abstain from unacceptable behaviors including, but not limited to: Racial, ethnic or discriminatory jokes or slurs; Hostile, condemning, or demeaning communications, both verbal and written; Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the cancellation provision in the Contract.

**Exhibit 3 - Invoice Form**

<b>Invoice Date:</b>
<b>Project Name:</b> <i>Opioid Settlement Funds</i>
<b>Email Invoice to:</b> <i>Polk County through its Public Health Department, Attn: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov</i>
<b>Billing Period for this Invoice:</b>
<b>Organization/Program Contact:</b>
<b>Contact Person for Invoice:</b>
<b>Remit to (where payment should be sent):</b>

<b>Invoice Category:</b>	<b>Amount Spent in this Billing Period:</b>
Salaries and Benefits	
Contractual Services	
Travel	
Operating Supplies	
Other - Describe:	
Indirect – Insert %	
Total Reimbursement	

*Supporting documents for these expenses are required to be retained for six years. Polk County and/or the Minnesota Attorney General's Office reserves the right to audit the Applicants records at any time without prior notice.*

*I declare that no part of this claim has been previously billed to Polk County Public Health and reflects only charges that conform and are consistent with the description and conditions of the approved grant agreement work plan and budget. I also declare that the data on this document is correct and all transactions that support this claim were made in accordance with all applicable Federal and State statutes and regulations.*

<b>Signature:</b>
<b>Date:</b>



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: January 6, 2026

AGENDA ITEM: Polk County Opioid Settlement Fund – Approve Contract with New Heights Elementary School

SUMMARY:

December 2, 2025 – Polk County Opioid Settlement Fund - Board approved recommended applicants identified through the request for proposals process.

**ACTION REQUESTED:** *Motion to approve Polk County Opioid Settlement Fund contract with New Heights Elementary School for \$10,000.*

**AGREEMENT BETWEEN THE  
COUNTY OF POLK AND NEW HEIGHTS  
ELEMENTARY SCHOOL, EAST GRAND  
FORKS**

This Agreement is entered into by and between the County of Polk, a political subdivision of the State of Minnesota, by and through Polk County Public Health, and New Heights Elementary School, 1427 6<sup>th</sup> Ave NW, East Grand Forks, MN 56721 (“Contractor”), by and through their respective governing boards.

**RECITALS**

**WHEREAS**, the County has received funds from the National Opioid Settlement;

**WHEREAS**, the County is permitted to make grants of Opioid Settlement Funds to recipients who spend the funds in compliance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA); and

**WHEREAS**, the County is providing Contractor with Opioid Settlement Funds described herein based the grant expenditure requirements outlined in Exhibit 2, Service Grid.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the County and Contractor hereby agree as follows:

1. Effective Date. This Agreement shall be effective January 1, 2026, and shall remain in effect until December 31, 2026.
2. Purpose. The purpose of this Agreement is to provide Opioid Settlement Funds from the County to the Contractor. Such funds shall be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid and approved workplan/budget.
3. Contractor’s obligations under Opioid Settlement Agreements. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement document (“MOA”), which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf), and the Reporting and Compliance Addendum document, which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (“Addendum to MOA”). Contractor agrees to comply with all terms and conditions that are applicable to Participating Local Governments, recipients and grantees under such MOA and Addendum.

In accordance with Part III., Section D of the MOA, Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Under the Addendum to MOA, Part I. Section f, a Participating Local Government that receives Opioid Settlement Funds and grants those funds to subrecipients or grantees is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity's reporting obligations. Contractor therefore must comply with such monitoring and tracking requirements for the funds it receives under this Agreement. Pursuant to the Addendum to MOA Part II, Section b, all grantees and subrecipients must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients and grantees must also comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11." Under Section C, all Participating Local Governments must maintain, for a period of at least six years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures.

4. County Obligations. The County agrees to reimburse the Contractor in an amount not to exceed \$ 10,000 for costs incurred in performing services fulfilling the Purpose described above for the Effective Dates.
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the Contractor may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement. The County will reimburse the Contractor within 45 calendar days of the Contractor's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted as outlined in Exhibit 2, Service Grid. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA).
6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and consent to modifications to the extent authorized. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:

Sarah Reese, Director  
Polk County Public Health  
816 Marin Ave, Suite 125  
Telephone: 218-281-3385  
Email: [sarah.reese@polkcountymn.gov](mailto:sarah.reese@polkcountymn.gov)

Sarah Reese, or her designee, Sarah Shimek, has the responsibility to monitor the Contractor's performance pursuant to this Agreement. Sarah Reese has the authority to recommend approval of invoices submitted for reimbursement.

The Contractor's Authorized Representative is:

New Heights Elementary School  
Brittany Donarski  
1427 6<sup>th</sup> Ave NW  
East Grand Forks, MN 56721  
Telephone: 218-773-0908  
Email: [bdonarski@egf.k12.mn.us](mailto:bdonarski@egf.k12.mn.us)

The parties shall provide written email notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the County.
8. Use of Subcontractors. The Contractor shall not engage subcontractors under this Agreement without the written consent of the County. It is the Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to the Contractor.
9. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of Contractor, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions Contractor may be legally responsible.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, the Contractor shall allow the County and/or State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.

13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Statement of Non-Discrimination. Contractor acknowledges, by execution of this agreement, that the Contractor, in providing the services contemplated under the terms of this agreement, will not discriminate against any person(s) on the basis of age, race, creed, color, national origin, ancestry, sex, physical or mental handicap, marital status, sexual orientation, military status, or status as a public assistance recipient.
15. Governing Law. This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Minnesota.
16. Compliance with Law. The Contractor agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
17. Cancellation. The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause, including for an event of default, shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement. Notice of Termination shall be made by certified mail to the Authorized Representative of the other Party. For purposes of termination, default, and cancellation, all days are calendar days.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled by either party, in the event funding is lost or becomes unavailable at the level relied upon for the performance of this Agreement provided the funding loss did not result from an act of bad faith, upon thirty (30) days calendar days' written notice made by certified mail to the Authorized Representative of the other Party.

18. Intellectual Property Rights.

The Contractor represents and warrants that any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials") produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. Contractor shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.

19. Exhibits. The following exhibits are attached to and incorporated within this Agreement.

Exhibit 1: Standard Assurances;

Exhibit 2: Service Grid;

Exhibit 3: Invoice Form.

21. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

22. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

\_\_\_\_\_  
County Attorney/Date

**COUNTY OF POLK – Polk County Public Health**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**NEW HEIGHTS ELEMENTARY SCHOOL**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT 1  
STANDARD ASSURANCES**

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals\* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

\*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY**. When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS**. The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING**. Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS**. Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS**. By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY**. The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [https://oig.hhs.gov/exclusions/exclusions\\_list.asp](https://oig.hhs.gov/exclusions/exclusions_list.asp)

(2023)

**Purpose**

On December 2, 2025, the Polk County Board of Commissioners approved Opioid Settlement Fund recommendations presented by the Chief Health Strategist (Public Health) and Polk County Opioid Advisory Council. Funds to be used to support eligible activities in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement funded through the National Opioid Settlement Funds.

**Goal**

Provide Contractor with access to Polk County (MN) opioid settlement funds.

**Service Expectations**

- Contractor may only use these funds in accordance with the approved workplan/budget and Amended Minnesota Opioids State-Subdivision Memorandum of Agreement and Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum found at the following links:
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf)
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)

**Reporting**

- As identified in the RFP, Contractor must participate in, at minimum, two short check-ins with Public Health/Health Strategist and present to the Council at least once during the reporting period.
  - Check-ins: Contractor is welcome to invite Public Health staff to a planned event or meeting, or Public Health staff will schedule virtual check-ins with Contractor in March and October 2026.
  - Council Presentation: Contractor will have 15 minutes to present initiative highlights/results to the Polk County Opioid Advisory Council in June 2026.
- Annual Project Summary Report, including updated organization contact information, an account of the use of funds, and a description of outcomes is due no later than Feb 12, 2027.
- Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum Of Agreement Reporting And Compliance Addendum
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)
- Reporting is required in accordance to the DHS reporting addendum Appendix A
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (found on last page)
    - Information on funded service/program
      - Service/program/activity (drop-down, multiple select box, if feasible)
      - Budget for the program/service, actual expenditure on the program/service
      - Brief description of the funded program and progress made during the year (recommended length: 125-250 words)
      - Remediation category
      - Check box for target population, check all that apply (White, Black or African American, American Indian, Asian, Native Hawaiian or Other Pacific Islander, Hispanic, children and youth, individuals with disabilities, pregnant individuals, low-income individuals, homeless/unhoused, recent immigrants, justice-involved, LGBTQ, other-specify)
      - Use of evidence-based practices and culturally-relevant services
    - Outcomes for activities of \$25,000 or more in calendar year expenditures
      - Brief qualitative successes or challenges/barriers from the field (125-250 words)
      - Report on the results of the activity using 1 or more self-defined process measures
        - Addresses the question “How much did we do?” (Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.)
      - Report on the results of the activity using 1 or more self-defined quality or outcome measure
        - Addresses the questions, “How well did we deliver it?” or “What difference did it make?” (Examples: Quality measure: percentage of clients referred to care or engaged in care; percentage of staff with certification, qualification, or lived experience; level of client or participant

satisfaction shown in survey data. / Outcome measure: number or percentage of clients with stable housing or employment; avoided fatal overdoses; recidivism; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.)

### **County Responsibilities**

- County will be responsible for submitting required reporting to DHS by March 31, annually.
- Facilitate opportunities for Public Health staff to provide feedback on related strategies and work related to the expenditure of Opioid Settlement Funds.
- Collaboratively plan strategy and logistics for successful expenditure of Opioid Settlement Funds.
- Process invoices for the reimbursement of the use of funds.

### **Billing Procedures**

- County will be responsible for the processing of reimbursements for the use of funds.
- Invoice provided as Exhibit 3, shall be submitted To: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov via email.
- The County shall make payment to Contractor within forty-five (45) days of the date on which the invoice is received, and services are accepted by the County.
- If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within forty-five (45) days.
- Late Request for Payments. The County has an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed.

### **Inclusion, Diversity & Equity**

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

It is expected that while performing services, the Contractor shall abstain from unacceptable behaviors including, but not limited to: Racial, ethnic or discriminatory jokes or slurs; Hostile, condemning, or demeaning communications, both verbal and written; Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the cancellation provision in the Contract.

**Exhibit 3 - Invoice Form**

<b>Invoice Date:</b>
<b>Project Name:</b> <i>Opioid Settlement Funds</i>
<b>Email Invoice to:</b> <i>Polk County through its Public Health Department, Attn: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov</i>
<b>Billing Period for this Invoice:</b>
<b>Organization/Program Contact:</b>
<b>Contact Person for Invoice:</b>
<b>Remit to (where payment should be sent):</b>

<b>Invoice Category:</b>	<b>Amount Spent in this Billing Period:</b>
Salaries and Benefits	
Contractual Services	
Travel	
Operating Supplies	
Other - Describe:	
Indirect – Insert %	
Total Reimbursement	

*Supporting documents for these expenses are required to be retained for six years. Polk County and/or the Minnesota Attorney General's Office reserves the right to audit the Applicants records at any time without prior notice.*

*I declare that no part of this claim has been previously billed to Polk County Public Health and reflects only charges that conform and are consistent with the description and conditions of the approved grant agreement work plan and budget. I also declare that the data on this document is correct and all transactions that support this claim were made in accordance with all applicable Federal and State statutes and regulations.*

<b>Signature:</b>
<b>Date:</b>



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: January 6, 2026

AGENDA ITEM: Polk County Opioid Settlement Fund – Approve Contract with Fosston High School

SUMMARY:

December 2, 2025 – Polk County Opioid Settlement Fund - Board approved recommended applicants identified through the request for proposals process.

**ACTION REQUESTED:** *Motion to approve Polk County Opioid Settlement Fund contract with Fosston High School for \$2,000.*

**AGREEMENT BETWEEN THE  
COUNTY OF POLK AND FOSSTON HIGH  
SCHOOL**

This Agreement is entered into by and between the County of Polk, a political subdivision of the State of Minnesota, by and through Polk County Public Health, and Fosston High School, 301 1<sup>st</sup> Street E, Fosston, MN 56542 (“Contractor”), by and through their respective governing boards.

**RECITALS**

**WHEREAS**, the County has received funds from the National Opioid Settlement;

**WHEREAS**, the County is permitted to make grants of Opioid Settlement Funds to recipients who spend the funds in compliance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA); and

**WHEREAS**, the County is providing Contractor with Opioid Settlement Funds described herein based the grant expenditure requirements outlined in Exhibit 2, Service Grid.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the County and Contractor hereby agree as follows:

1. Effective Date. This Agreement shall be effective January 1, 2026, and shall remain in effect until December 31, 2026.
2. Purpose. The purpose of this Agreement is to provide Opioid Settlement Funds from the County to the Contractor. Such funds shall be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid and approved workplan/budget.
3. Contractor’s obligations under Opioid Settlement Agreements. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement document (“MOA”), which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf), and the Reporting and Compliance Addendum document, which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (“Addendum to MOA”). Contractor agrees to comply with all terms and conditions that are applicable to Participating Local Governments, recipients and grantees under such MOA and Addendum.

In accordance with Part III., Section D of the MOA, Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Under the Addendum to MOA, Part I. Section f, a Participating Local Government that receives Opioid Settlement Funds and grants those funds to subrecipients or grantees is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity's reporting obligations. Contractor therefore must comply with such monitoring and tracking requirements for the funds it receives under this Agreement. Pursuant to the Addendum to MOA Part II, Section b, all grantees and subrecipients must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients and grantees must also comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11." Under Section C, all Participating Local Governments must maintain, for a period of at least six years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures.

4. County Obligations. The County agrees to reimburse the Contractor in an amount not to exceed \$ 2,000 for costs incurred in performing services fulfilling the Purpose described above for the Effective Dates.
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the Contractor may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement. The County will reimburse the Contractor within 45 calendar days of the Contractor's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted as outlined in Exhibit 2, Service Grid. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA).
6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and consent to modifications to the extent authorized. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:

Sarah Reese, Director  
Polk County Public Health  
816 Marin Ave, Suite 125  
Telephone: 218-281-3385  
Email: [sarah.reese@polkcountymn.gov](mailto:sarah.reese@polkcountymn.gov)

Sarah Reese, or her designee, Sarah Shimek, has the responsibility to monitor the Contractor's performance pursuant to this Agreement. Sarah Reese has the authority to recommend approval of invoices submitted for reimbursement.

The Contractor's Authorized Representative is:

Fosston High School  
Don Donarski, Principal  
Address: 301 1<sup>st</sup> Street E  
Fosston, MN 56542  
Telephone: 218-435-1909  
Email: ddonarski@isd601.org

The parties shall provide written email notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the County.
8. Use of Subcontractors. The Contractor shall not engage subcontractors under this Agreement without the written consent of the County. It is the Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to the Contractor.
9. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of Contractor, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions Contractor may be legally responsible.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, the Contractor shall allow the County and/or State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.

13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Statement of Non-Discrimination. Contractor acknowledges, by execution of this agreement, that the Contractor, in providing the services contemplated under the terms of this agreement, will not discriminate against any person(s) on the basis of age, race, creed, color, national origin, ancestry, sex, physical or mental handicap, marital status, sexual orientation, military status, or status as a public assistance recipient.
15. Governing Law. This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Minnesota.
16. Compliance with Law. The Contractor agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
17. Cancellation. The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause, including for an event of default, shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement. Notice of Termination shall be made by certified mail to the Authorized Representative of the other Party. For purposes of termination, default, and cancellation, all days are calendar days.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled by either party, in the event funding is lost or becomes unavailable at the level relied upon for the performance of this Agreement provided the funding loss did not result from an act of bad faith, upon thirty (30) days calendar days' written notice made by certified mail to the Authorized Representative of the other Party.

18. Intellectual Property Rights.

The Contractor represents and warrants that any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials") produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. Contractor shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.

19. Exhibits. The following exhibits are attached to and incorporated within this Agreement.

Exhibit 1: Standard Assurances;

Exhibit 2: Service Grid;

Exhibit 3: Invoice Form.

21. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

22. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

\_\_\_\_\_  
County Attorney/Date

**COUNTY OF POLK – Polk County Public Health**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**FOSSTON HIGH SCHOOL**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT 1  
STANDARD ASSURANCES**

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals\* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

\*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY**. When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS**. The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING**. Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS**. Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS**. By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY**. The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [https://oig.hhs.gov/exclusions/exclusions\\_list.asp](https://oig.hhs.gov/exclusions/exclusions_list.asp)

(2023)

**Purpose**

On December 2, 2025, the Polk County Board of Commissioners approved Opioid Settlement Fund recommendations presented by the Chief Health Strategist (Public Health) and Polk County Opioid Advisory Council. Funds to be used to support eligible activities in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement funded through the National Opioid Settlement Funds.

**Goal**

Provide Contractor with access to Polk County (MN) opioid settlement funds.

**Service Expectations**

- Contractor may only use these funds in accordance with the approved workplan/budget and Amended Minnesota Opioids State-Subdivision Memorandum of Agreement and Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum found at the following links:
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf)
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)

**Reporting**

- As identified in the RFP, Contractor must participate in, at minimum, two short check-ins with Public Health/Health Strategist and present to the Council at least once during the reporting period.
  - Check-ins: Contractor is welcome to invite Public Health staff to a planned event or meeting, or Public Health staff will schedule virtual check-ins with Contractor in March and October 2026.
  - Council Presentation: Contractor will have 15 minutes to present initiative highlights/results to the Polk County Opioid Advisory Council in June 2026.
- Annual Project Summary Report, including updated organization contact information, an account of the use of funds, and a description of outcomes is due no later than Feb 12, 2027.
- Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum Of Agreement Reporting And Compliance Addendum
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)
- Reporting is required in accordance to the DHS reporting addendum Appendix A
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (found on last page)
    - Information on funded service/program
      - Service/program/activity (drop-down, multiple select box, if feasible)
      - Budget for the program/service, actual expenditure on the program/service
      - Brief description of the funded program and progress made during the year (recommended length: 125-250 words)
      - Remediation category
      - Check box for target population, check all that apply (White, Black or African American, American Indian, Asian, Native Hawaiian or Other Pacific Islander, Hispanic, children and youth, individuals with disabilities, pregnant individuals, low-income individuals, homeless/unhoused, recent immigrants, justice-involved, LGBTQ, other-specify)
      - Use of evidence-based practices and culturally-relevant services
    - Outcomes for activities of \$25,000 or more in calendar year expenditures
      - Brief qualitative successes or challenges/barriers from the field (125-250 words)
      - Report on the results of the activity using 1 or more self-defined process measures
        - Addresses the question “How much did we do?” (Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.)
      - Report on the results of the activity using 1 or more self-defined quality or outcome measure
        - Addresses the questions, “How well did we deliver it?” or “What difference did it make?” (Examples: Quality measure: percentage of clients referred to care or engaged in care; percentage of staff with certification, qualification, or lived experience; level of client or participant

satisfaction shown in survey data. / Outcome measure: number or percentage of clients with stable housing or employment; avoided fatal overdoses; recidivism; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.)

### **County Responsibilities**

- County will be responsible for submitting required reporting to DHS by March 31, annually.
- Facilitate opportunities for Public Health staff to provide feedback on related strategies and work related to the expenditure of Opioid Settlement Funds.
- Collaboratively plan strategy and logistics for successful expenditure of Opioid Settlement Funds.
- Process invoices for the reimbursement of the use of funds.

### **Billing Procedures**

- County will be responsible for the processing of reimbursements for the use of funds.
- Invoice provided as Exhibit 3, shall be submitted To: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov via email.
- The County shall make payment to Contractor within forty-five (45) days of the date on which the invoice is received, and services are accepted by the County.
- If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within forty-five (45) days.
- Late Request for Payments. The County has an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed.

### **Inclusion, Diversity & Equity**

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

It is expected that while performing services, the Contractor shall abstain from unacceptable behaviors including, but not limited to: Racial, ethnic or discriminatory jokes or slurs; Hostile, condemning, or demeaning communications, both verbal and written; Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the cancellation provision in the Contract.

**Exhibit 3 - Invoice Form**

<b>Invoice Date:</b>
<b>Project Name:</b> <i>Opioid Settlement Funds</i>
<b>Email Invoice to:</b> <i>Polk County through its Public Health Department, Attn: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov</i>
<b>Billing Period for this Invoice:</b>
<b>Organization/Program Contact:</b>
<b>Contact Person for Invoice:</b>
<b>Remit to (where payment should be sent):</b>

<b>Invoice Category:</b>	<b>Amount Spent in this Billing Period:</b>
Salaries and Benefits	
Contractual Services	
Travel	
Operating Supplies	
Other - Describe:	
Indirect – Insert %	
Total Reimbursement	

*Supporting documents for these expenses are required to be retained for six years. Polk County and/or the Minnesota Attorney General's Office reserves the right to audit the Applicants records at any time without prior notice.*

*I declare that no part of this claim has been previously billed to Polk County Public Health and reflects only charges that conform and are consistent with the description and conditions of the approved grant agreement work plan and budget. I also declare that the data on this document is correct and all transactions that support this claim were made in accordance with all applicable Federal and State statutes and regulations.*

<b>Signature:</b>
<b>Date:</b>



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: January 6, 2026

AGENDA ITEM: Polk County Opioid Settlement Fund – Approve Contract with Tri-Valley Opportunity Council, Inc.

SUMMARY:

December 2, 2025 – Polk County Opioid Settlement Fund - Board approved recommended applicants identified through the request for proposals process.

**ACTION REQUESTED:** *Motion to approve Polk County Opioid Settlement Fund contract with Tri-Valley Opportunity Council, Inc. for \$50,000.*

**AGREEMENT BETWEEN THE  
COUNTY OF POLK AND TRI-VALLEY  
OPPORTUNITY COUNCIL, INC.**

This Agreement is entered into by and between the County of Polk, a political subdivision of the State of Minnesota, by and through Polk County Public Health, and Tri-Valley Opportunity Council, Inc. 107 North Broadway, Suite 200, PO Box 607, Crookston, MN 56716 (“Contractor”), by and through their respective governing boards.

**RECITALS**

**WHEREAS**, the County has received funds from the National Opioid Settlement;

**WHEREAS**, the County is permitted to make grants of Opioid Settlement Funds to recipients who spend the funds in compliance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA); and

**WHEREAS**, the County is providing Contractor with Opioid Settlement Funds described herein based the grant expenditure requirements outlined in Exhibit 2, Service Grid.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the County and Contractor hereby agree as follows:

1. Effective Date. This Agreement shall be effective January 1, 2026, and shall remain in effect until December 31, 2026.
2. Purpose. The purpose of this Agreement is to provide Opioid Settlement Funds from the County to the Contractor. Such funds shall be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid and approved workplan/budget.
3. Contractor’s obligations under Opioid Settlement Agreements. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement document (“MOA”), which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf), and the Reporting and Compliance Addendum document, which can be found at: [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (“Addendum to MOA”). Contractor agrees to comply with all terms and conditions that are applicable to Participating Local Governments, recipients and grantees under such MOA and Addendum.

In accordance with Part III., Section D of the MOA, Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.

Under the Addendum to MOA, Part I. Section f, a Participating Local Government that receives Opioid Settlement Funds and grants those funds to subrecipients or grantees is responsible for monitoring and tracking the distribution and use of those funds to satisfy the entity's reporting obligations. Contractor therefore must comply with such monitoring and tracking requirements for the funds it receives under this Agreement. Pursuant to the Addendum to MOA Part II, Section b, all grantees and subrecipients must comply with Minnesota Statutes section 16C.05, subdivision 5. Subrecipients and grantees must also comply with the Minnesota Government Data Practices Act, as provided by Minnesota Statutes section 13.05, subdivision 11." Under Section C, all Participating Local Governments must maintain, for a period of at least six years, records of Opioid Settlement Fund expenditures and documents underlying those expenditures.

4. County Obligations. The County agrees to reimburse the Contractor in an amount not to exceed \$ 50,000 for costs incurred in performing services fulfilling the Purpose described above for the Effective Dates.
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the Contractor may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement. The County will reimburse the Contractor within 45 calendar days of the Contractor's submission of invoices to the County. Invoices must be submitted using the form in Exhibit 3. All requests for reimbursement must be submitted as outlined in Exhibit 2, Service Grid. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA).
6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and consent to modifications to the extent authorized. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:

Sarah Reese, Director  
Polk County Public Health  
816 Marin Ave, Suite 125  
Telephone: 218-281-3385  
Email: [sarah.reese@polkcountymn.gov](mailto:sarah.reese@polkcountymn.gov)

Sarah Reese, or her designee, Sarah Shimek, has the responsibility to monitor the Contractor's performance pursuant to this Agreement. Sarah Reese has the authority to recommend approval of invoices submitted for reimbursement.

The Contractor's Authorized Representative is:

Tri-Valley Opportunity Council, Inc.  
Melody Hedden, Chief Executive Officer  
107 North Broadway, Suite 200, PO Box 607  
Crookston, MN 56716  
Telephone: 218-281-5832  
Email: melody.hedden@tvoc.org

The parties shall provide written email notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the County.
8. Use of Subcontractors. The Contractor shall not engage subcontractors under this Agreement without the written consent of the County. It is the Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to the Contractor.
9. Indemnification. To the fullest extent permitted by law, Contractor agrees to indemnify the County, its officers, employees, agents, and others acting on its behalf and to hold them harmless and defend and protect them from and against any and all loss, damage, liability, cost and expense, specifically including reasonable attorneys' fees and other costs and expenses of defense, for any actions, claims or proceedings of any sort which are caused by any act or omission of Contractor, its officers, employees, agents, subcontractors, invitees, or any other person(s) or entity(ies) for whose acts or omissions Contractor may be legally responsible.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request, the Contractor shall allow the County and/or State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.

13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the County and the Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.
14. Statement of Non-Discrimination. Contractor acknowledges, by execution of this agreement, that the Contractor, in providing the services contemplated under the terms of this agreement, will not discriminate against any person(s) on the basis of age, race, creed, color, national origin, ancestry, sex, physical or mental handicap, marital status, sexual orientation, military status, or status as a public assistance recipient.
15. Governing Law. This agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Minnesota.
16. Compliance with Law. The Contractor agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
17. Cancellation. The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause, including for an event of default, shall be a material breach of this Agreement and any supplemental agreement or modification to this Agreement. Notice of Termination shall be made by certified mail to the Authorized Representative of the other Party. For purposes of termination, default, and cancellation, all days are calendar days.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled by either party, in the event funding is lost or becomes unavailable at the level relied upon for the performance of this Agreement provided the funding loss did not result from an act of bad faith, upon thirty (30) days calendar days' written notice made by certified mail to the Authorized Representative of the other Party.

18. Intellectual Property Rights.

The Contractor represents and warrants that any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials") produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another. Contractor shall indemnify and defend the County, at its expense, from any action or claim brought against the County to the extent that it is based on a claim that all or parts of the Materials infringe upon the intellectual property rights of another.

19. Exhibits. The following exhibits are attached to and incorporated within this Agreement.

Exhibit 1: Standard Assurances;

Exhibit 2: Service Grid;

Exhibit 3: Invoice Form.

21. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

22. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

\_\_\_\_\_  
County Attorney/Date

**COUNTY OF POLK – Polk County Public Health**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**TRI-VALLEY OPPORTUNITY COUNCIL,  
INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT 1  
STANDARD ASSURANCES**

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals\* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

\*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY**. When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APPEALS**. The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING**. Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS**. Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS**. By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY**. The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third

party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [https://oig.hhs.gov/exclusions/exclusions\\_list.asp](https://oig.hhs.gov/exclusions/exclusions_list.asp)

(2023)

**Purpose**

On December 2, 2025, the Polk County Board of Commissioners approved Opioid Settlement Fund recommendations presented by the Chief Health Strategist (Public Health) and Polk County Opioid Advisory Council. Funds to be used to support eligible activities in accordance with the Amended Minnesota Opioids State-Subdivision Memorandum of Agreement funded through the National Opioid Settlement Funds.

**Goal**

Provide Contractor with access to Polk County (MN) opioid settlement funds.

**Service Expectations**

- Contractor may only use these funds in accordance with the approved workplan/budget and Amended Minnesota Opioids State-Subdivision Memorandum of Agreement and Minnesota Opioids State-Subdivision Memorandum of Agreement Reporting and Compliance Addendum found at the following links:
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MoA.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MoA.pdf)
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)

**Reporting**

- As identified in the RFP, Contractor must participate in, at minimum, two short check-ins with Public Health/Health Strategist and present to the Council at least once during the reporting period.
  - Check-ins: Contractor is welcome to invite Public Health staff to a planned event or meeting, or Public Health staff will schedule virtual check-ins with Contractor in March and October 2026.
  - Council Presentation: Contractor will have 15 minutes to present initiative highlights/results to the Polk County Opioid Advisory Council in June 2026.
- Annual Project Summary Report, including updated organization contact information, an account of the use of funds, and a description of outcomes is due no later than Feb 12, 2027.
- Contractor must abide by the measures outlined in the Minnesota Opioids State-Subdivision Memorandum Of Agreement Reporting And Compliance Addendum
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf)
- Reporting is required in accordance to the DHS reporting addendum Appendix A
  - [https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf) (found on last page)
    - Information on funded service/program
      - Service/program/activity (drop-down, multiple select box, if feasible)
      - Budget for the program/service, actual expenditure on the program/service
      - Brief description of the funded program and progress made during the year (recommended length: 125-250 words)
      - Remediation category
      - Check box for target population, check all that apply (White, Black or African American, American Indian, Asian, Native Hawaiian or Other Pacific Islander, Hispanic, children and youth, individuals with disabilities, pregnant individuals, low-income individuals, homeless/unhoused, recent immigrants, justice-involved, LGBTQ, other-specify)
      - Use of evidence-based practices and culturally-relevant services
    - Outcomes for activities of \$25,000 or more in calendar year expenditures
      - Brief qualitative successes or challenges/barriers from the field (125-250 words)
      - Report on the results of the activity using 1 or more self-defined process measures
        - Addresses the question “How much did we do?” (Examples: number of persons enrolled, treated, or served; number of participants trained; units of naloxone or number of syringes distributed.)
      - Report on the results of the activity using 1 or more self-defined quality or outcome measure
        - Addresses the questions, “How well did we deliver it?” or “What difference did it make?” (Examples: Quality measure: percentage of clients referred to care or engaged in care; percentage of staff with certification, qualification, or lived experience; level of client or participant

satisfaction shown in survey data. / Outcome measure: number or percentage of clients with stable housing or employment; avoided fatal overdoses; recidivism; number or percentage of formerly incarcerated clients receiving community services or supports within X days of leaving jail or prison.)

### **County Responsibilities**

- County will be responsible for submitting required reporting to DHS by March 31, annually.
- Facilitate opportunities for Public Health staff to provide feedback on related strategies and work related to the expenditure of Opioid Settlement Funds.
- Collaboratively plan strategy and logistics for successful expenditure of Opioid Settlement Funds.
- Process invoices for the reimbursement of the use of funds.

### **Billing Procedures**

- County will be responsible for the processing of reimbursements for the use of funds.
- Invoice provided as Exhibit 3, shall be submitted To: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov via email.
- The County shall make payment to Contractor within forty-five (45) days of the date on which the invoice is received, and services are accepted by the County.
- If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, the County will make payment within forty-five (45) days.
- Late Request for Payments. The County has an absolute right to refuse payment on invoices received or postmarked more than ninety (90) days after the date that invoiced services were performed.

### **Inclusion, Diversity & Equity**

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

It is expected that while performing services, the Contractor shall abstain from unacceptable behaviors including, but not limited to: Racial, ethnic or discriminatory jokes or slurs; Hostile, condemning, or demeaning communications, both verbal and written; Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the cancellation provision in the Contract.

**Exhibit 3 - Invoice Form**

<b>Invoice Date:</b>
<b>Project Name:</b> <i>Opioid Settlement Funds</i>
<b>Email Invoice to:</b> <i>Polk County through its Public Health Department, Attn: Sarah Shimek, sarah.shimek@polkcountymn.gov and CC: Kay Oien, kay.oien@polkcountymn.gov</i>
<b>Billing Period for this Invoice:</b>
<b>Organization/Program Contact:</b>
<b>Contact Person for Invoice:</b>
<b>Remit to (where payment should be sent):</b>

<b>Invoice Category:</b>	<b>Amount Spent in this Billing Period:</b>
Salaries and Benefits	
Contractual Services	
Travel	
Operating Supplies	
Other - Describe:	
Indirect – Insert %	
Total Reimbursement	

*Supporting documents for these expenses are required to be retained for six years. Polk County and/or the Minnesota Attorney General's Office reserves the right to audit the Applicants records at any time without prior notice.*

*I declare that no part of this claim has been previously billed to Polk County Public Health and reflects only charges that conform and are consistent with the description and conditions of the approved grant agreement work plan and budget. I also declare that the data on this document is correct and all transactions that support this claim were made in accordance with all applicable Federal and State statutes and regulations.*

<b>Signature:</b>
<b>Date:</b>



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

CC: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

FROM: SARAH REESE, PUBLIC HEALTH DIRECTOR

MEETING DATE: January 6, 2026

AGENDA ITEM: Agiliti Biomedical Services

### SUMMARY:

Renewal - Agiliti will perform preventative maintenance, electrical safety inspections and repairs on general biomedical equipment. The hourly rate for biomedical services performed on general biomedical equipment and travel time during Normal Working Hours is \$155.00.

**ACTION REQUESTED:** *Motion to approve Agiliti Supplemental Biomedical Services agreement.*

# Supplemental Biomedical Services – Time and Material

12/19/2025

Polk County Public Health  
PO Box 403  
Crookston, MN 56716  
Account Number: 142103



**Dear Valued Customer:**

Thank you for your interest in Agiliti Health, Inc. ("Agiliti"). We are pleased to respond to your request for biomedical services. Agiliti will perform supplemental biomedical services on general biomedical equipment under this supplemental time and material agreement ("Agreement"). We will provide services Monday through Friday, 8:00 am to 5:00 pm, excluding Agiliti standard holidays ("Normal Working Hours"). All parts and travel expenses are excluded and will be billed at Agiliti's standard rates. Payment is due within 30 days of the date of invoice.

Either party may terminate this Agreement for cause, including insolvency and material breach, provided the non-defaulting party gives the other party written notice detailing the nature of its material breach of the Agreement.

This agreement begins on the last signature date and continues in effect for 12 months. Thereafter, this agreement will automatically renew for successive 12-month periods unless either party provides written notice of its intent not to renew the agreement at least 30 days prior to such renewal date. Either party may terminate at any time without cause by providing the other party's written notice of termination. Agiliti may increase Fees 5.0% once every 12 months. The increase is applied on a cumulative basis beginning on either the Agreement Effective Date or date of last increase, whichever is later. Not raising fees is not a waiver of Agiliti's right to do so.

The hourly rate for biomedical services performed on general biomedical equipment and travel time during Normal Working Hours is \$155.00. We will bill you at one and one-half times this hourly rate for services we perform outside Normal Working Hours at your request, with a minimum two hour charge for onsite response.

All work will be documented utilizing Agiliti's computerized maintenance management system (CMMS). Our CMMS is a web-based medical equipment tracking system that meets inventory and asset management reporting requirements to facilitate your compliance with regulatory agencies.

While this Agreement is in effect and for one year after it ends, Customer will not, with respect to any Agiliti employee or contractor providing Services on behalf of Agiliti in connection with this Agreement, employ, solicit or entice, directly or indirectly, such person to become employed or retained by Customer or any affiliate of Customer or any competitor of Agiliti, without the express written consent of Agiliti. If Customer breaches this Section, Customer shall, on demand, pay Agiliti a sum equal to one year's compensation or the annual fee that was payable by Agiliti to that employee, worker or contractor plus the recruitment costs incurred by Agiliti in replacing such person.

Agiliti is an Equal Opportunity Employer and complies with Executive Order 11246 and hereby provides notice of its compliance with FAR 52-222-26, 41 C.F.R. 60-1.4, 41 C.F.R. 60-250.5 and 41 C.F.R. 60-741.5, which are hereby incorporated by reference.

This Agreement is governed by Agiliti's Supplemental Services Terms and Conditions, located at <https://www.agilitihealth.com/resources/forms/>. If the terms of this Agreement are acceptable, please sign below. The service fee quoted above is valid for 30 days from the date listed above, and any accounts you have with Agiliti must be current and in good standing.

**Polk County Public Health**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Agiliti Health, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders – County Engineer

MEETING DATE: 01/06/2026

AGENDA ITEM: Snow-Wheel System, Inc.

SUMMARY:

1. Polk County Highway has purchased equipment for its plows from Snow-Wheel System, Inc. in the past.
2. Snow-Wheel System, Inc. doesn't take credit card payments.
3. Because we could only pay on Commissioners Warrants, once a month the company won't sell to us anymore.
4. In order to purchase the equipment in the most cost-effective manner Polk County Highway is requesting approval to pay invoices from Snow-Wheel System, Inc. on a weekly Auditor Warrant.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. A motion by \_\_\_\_\_ seconded by \_\_\_\_\_ to approve allowing Polk County Highway to pay Snow-Wheel System, Inc. invoices on an Auditors Warrant.



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders – County Engineer

MEETING DATE: 01/06/2026

AGENDA ITEM: 3- 2026 Kuhn Mowers

SUMMARY:

1. Polk County Highway received two quotes for Kuhn Mowers.
2. The lowest responsible quote I Valley Plains Equipment of Crookston in the amount of \$17,340.00 per mower or \$52,020.00 for 3.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. A motion by \_\_\_\_\_ seconded by \_\_\_\_\_ to approve Valley Plains Equipment of Crookston, MN quote of \$17,340.00 per mower.

12/12/2025

I:\equip\abstracts\flexwing2025.xls

**THREE (3) KUHN GMD 240 MULTI-DISC ROTARY MOWER**

ITEM - DESCRIPTION	REQUIRED SPECS	Valley Plains Equipment Crookston, MN 56716	Titan Machinery Crookston, MN 56716
MAKE		KUHN	KUHN
MODEL		GMD 240	GMD 240
CUTTING WIDTH	7'10"	COMPLIANT	COMPLIANT
CUTTING HEIGHT	3"	COMPLIANT	COMPLIANT
GROSS BID		\$17,340.00	\$18,783.13
DELIVERY DATE (DAYS)		1-Apr-26	
GRAND TOTAL		\$52,020.00	\$56,349.39
WARRANTY		1 YEAR MFG WARRANTY RH	1 YEAR - PARTS AND LABOR



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders – County Engineer

MEETING DATE: 01/06/2026

AGENDA ITEM: Safety Compliance Services Agreement

SUMMARY:

1. Polk County Highway has Safety Compliance Services provide its safety training and help administer its safety program.
2. Cost for 2026 is \$19,800.00 or \$1,650 per month.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. A motion by \_\_\_\_\_ seconded by \_\_\_\_\_ to approve agreement with Safety Compliance Services and allow County Engineer to sign the agreement.



20289 190<sup>th</sup> Street SE  
Plummer, MN 56748  
(218) 465-4009  
e-mail: barb@safetycompservices.com

# Safety Compliance Services LLC

December 11, 2025

Rich Sanders, County Engineer  
Polk County Highway Department  
820 Old Highway 75 South  
Crookston, MN 56716

## 2026 Proposal for Annual Safety Consultation Package

Safety Compliance Services LLC proposes to provide the following safety consulting services for the Polk County Highway Department:



1. Annual walk-through safety inspections of all shops, parks and office buildings with detailed, written reports to County Engineer or Safety Officer
2. Review/update of written safety and health program
3. Review of accidents, injuries and near misses
4. Preparation of safety program(s) for any newly-adopted applicable OSHA regulations
5. Quarterly attendance at safety committee meetings
6. Training services, supplies and certificates for Annual Safety Training Session
7. Training services, supplies and certificates for Seasonal Safety Training Session
8. Representation in event of an OSHA inspection
9. Consultation on safety and health issues

The above services will be performed over a one-year period, beginning January 1, 2026, and ending December 31, 2026.

**Cost:** \$19,800.00

*“Providing quality safety and health compliance services for employers in northwest Minnesota”.*



**2026 PROFESSIONAL SERVICE AGREEMENT**  
*between*  
**SAFETY COMPLIANCE SERVICES LLC**  
*and*  
**POLK COUNTY HIGHWAY DEPARTMENT**

This Professional Service Agreement is made and entered into this \_\_\_\_\_ day of December, 2025, by and between Polk County Highway Department, 820 Old Highway 75 South, Crookston, MN 56716, and Safety Compliance Services LLC, c/o Barb Schmitz, President, 20289 190<sup>th</sup> St. SE, Plummer, MN 56748, 218-280-9180.

1. Polk County Highway Department is aware of its responsibility to provide a safe working environment for its employees, and a safe environment for citizens.
2. Polk County Highway Department, through Rich Sanders, County Engineer, wishes to purchase the professional services of Safety Compliance Services LLC.
3. Safety Compliance Services LLC has the expertise, resources and abilities to properly manage safety and health compliance requirements for Polk County Highway Department.

NOW, THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, Polk County Highway Department and Safety Compliance Services LLC agree as follows:

1. TERMS OF AGREEMENT. Safety Compliance Services LLC agrees to furnish professional safety and health compliance services on behalf of Polk County Highway Department effective January 1, 2026, and terminating December 31, 2026.
2. CONSIDERATION AND TERMS OF PAYMENT. The total cost for the services rendered under this contract is Nineteen Thousand Eight Hundred and 00/100 Dollars (\$19,800.00). Monthly payments of One Thousand Six Hundred Fifty and 00/100 Dollars (\$1,650.00) shall be made to Safety Compliance Services LLC on the 15th day of each month, beginning on January 15, 2026, and continuing through December 15, 2026.

Payments shall be sent to Safety Compliance Services LLC at the address listed above.

3. SERVICES TO BE PROVIDED. Safety Compliance Services LLC shall provide the services included in the attached proposal.

4. SERVICES NOT PROVIDED. Polk County Highway Department understands that Safety Compliance Services LLC is not obligated to undertake and is not responsible for making the recommended policy and procedural changes, as well as correcting violations found during safety inspections.
5. CANCELLATION. This contract may be canceled by Polk County Highway Department or Safety Compliance Services LLC at any time, with or without cause, upon 30 days written notice to the other party. In the event of such a cancellation, Safety Compliance Services LLC shall be entitled to payment, determined on a pro rata basis, for services satisfactorily provided.
6. ASSIGNMENT. Neither Polk County Highway Department nor Safety Compliance Services LLC shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
7. LIABILITY. Polk County Highway Department agrees to indemnify and save and hold Safety Compliance Services LLC and its representatives harmless from any and all claims or causes of action arising from the performance of this agreement by Polk County Highway Department or Polk County Highway Department's agents or employees. This clause shall not be construed to bar any legal remedies Polk County Highway Department may have for Safety Compliance Services LLC's failure to fulfill its obligations pursuant to this agreement.
8. INSURANCE. Safety Compliance Services LLC agrees it will, at all times during the term of this Agreement, keep in force liability insurance in the amount of \$500,000 per occurrence, \$1,000,000 aggregate and agrees to provide a Certificate of Insurance or other document to Polk County Highway Department, upon request, demonstrating that such insurance has been procured. Such insurance shall be written by a company, or companies, authorized to engage in business or general liability insurance in the State of Minnesota.
9. AUTHORITY. It is understood between the parties that Barb Schmitz, President of Safety Compliance Services LLC, is authorized to execute agreements, including this agreement, on behalf of Safety Compliance Services LLC.
10. MERGER AND MODIFICATION. It is understood and agreed that the entire agreement between the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this agreement are incorporated or attached and are deemed to be a part of this agreement. Any material alterations, variations, modifications, or waivers of the provisions shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

11. DATA PRACTICES. Polk County Highway Department agrees to comply with the Minnesota Data Practices Act as it applies to all data provided by Safety Compliance Services LLC in accordance with this agreement and as it applies to all data created, gathered, generated or acquired in accordance with this contract.
12. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE. Polk County Highway Department agrees that in fulfilling the duties of this agreement, it is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. And regulations promulgated pursuant to it.
13. AVAILABILITY AND RETENTION OF RECORDS. Safety Compliance Services LLC agrees that Polk County Highway Department, their duly authorized representatives, and federal, state and local agency representatives shall, at any time during normal business hours, and as often as they may reasonably deem necessary, have access to the books, documents, papers, records, etc., which are pertinent to the practices and procedures relating to this Agreement. Safety Compliance Services LLC agrees to maintain records for a period of one year from the date of termination of this agreement.
14. VIDEOTAPING. Videotaping of training sessions performed by Safety Compliance Services LLC is not allowed unless prior written consent is obtained.
15. AMENDMENTS. Any amendments to this agreement shall be in writing and shall be executed by the same parties who executed this original agreement or their successors in office.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date written above.

**POLK COUNTY HIGHWAY DEPT.**

By: \_\_\_\_\_  
Rich Sanders, Engineer

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

**SAFETY COMPLIANCE SERVICES LLC**

By: Barbara Schmitz  
Barb Schmitz, President

Date: December 11, 2026



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders, County Engineer

MEETING DATE: 01/06/2026

AGENDA ITEM: Certificate of Performance/Final Acceptance  
SAP 057-601-012 Pennington County CSAH 1, SAP 060-609-023 (CSAH 9), SAP  
060-619-019 (CSAH 19), SAP 060-645-026 (CSAH 45), SAP 063-630-004 Red  
Lake County (CSAH 30) Hot In-Place Recycle

### SUMMARY:

1. Dustrol, Inc. has completed the work required on the contract
2. Original Contract Amount was \$4,793,919.75
3. Final Contract Amount is \$4,675,233.88

### ACTION REQUESTED:

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_ to approve the Certificate of Performance and the Certificate of Final Acceptance for SAP 060-609-023 etc. and allow the County Engineer to sign the Certificate of Performance and the County Engineer and County Administrator to sign the Final Voucher.

Contract Number: 1431  
 Final Pay Request Number: 5

Project Number	Project Description
SAP 057-601-012	Hot In-Place Recycle & Aggregate Shouldering
SAP 060-609-023	Hot In-Place Recycle & Aggregate Shouldering
SAP 060-619-019	Hot In-Place Recycle & Aggregate Shouldering
SAP 060-645-026	Hot In-Place Recycle & Aggregate Shouldering
SAP 063-630-004	Hot In-Place Recycle & Aggregate Shouldering
Contractor: Dustrol Inc 7990 North 56th Street Lincoln, NE 68514	
Vendor Number: 3917 Up To Date: 12/03/2025	

Contract Amount	Funds Encumbered
Original Contract \$4,793,919.75	Original \$4,793,919.75
Contract Changes \$0.00	Additional N/A
Revised Contract \$4,793,919.75	Total \$4,793,919.75

Work Certified To Date

Base Bid Items	\$4,675,233.88
Contract Changes	\$
Material On Hand	\$0.00
<b>Total</b>	<b>\$4,675,233.88</b>

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 057-601-012	\$0.00	\$83,865.63	(\$4,193.29)	\$79,672.34	\$4,193.29	\$83,865.63
SAP 060-609-023	\$0.00	\$2,453,354.65	(\$122,667.73)	\$2,330,686.92	\$122,667.73	\$2,453,354.65
SAP 060-619-019	\$0.00	\$1,170,291.90	(\$58,514.60)	\$1,111,777.30	\$58,514.60	\$1,170,291.90
SAP 060-645-026	\$0.00	\$883,948.32	(\$44,197.40)	\$839,750.92	\$44,197.40	\$883,948.32
SAP 063-630-004	\$0.00	\$83,773.38	(\$4,188.67)	\$79,584.71	\$4,188.67	\$83,773.38

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$4,675,233.88	\$0.00	\$4,441,472.19	\$233,761.69	\$4,675,233.88
Percent Retained: 0%				Percent Complete: 97.52%	
<b>Amount Paid this Final Pay Request: \$233,761.69</b>					

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By  
  
 County/City/Project Engineer  
  
 Date

Approved By Dustrol Inc  
 Contractor *Justin A. Hensing*  
 Date 12/9/2025



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders – County Engineer

MEETING DATE: 01/06/2026

AGENDA ITEM: 1- 2024 Low Hour Used Tractor including loader

SUMMARY:

1. Polk County Highway received two quotes for a low hour used tractor.
2. The lowest responsible quote is Valley Plains Equipment of Crookston in the amount of \$195,000 for a 2024 6R 145 Tractor and Loader.
3. This tractor and loader is currently being leased and used at the Fosston Shop.

ACTION REQUESTED: (INFORMATION ONLY/MOTION/RESOLUTION)

1. A motion by \_\_\_\_\_ seconded by \_\_\_\_\_ to approve Valley Plains Equipment of Crookston, MN quote of \$195,000

(1) MFWD TRACTOR WITH LOADER - NO TRADE IN					
ITEM-DESCRIPTION	REQUIRED SPECS	VALLEY PLAINS EQUIPMENT	VALLEY PLAINS EQUIPMENT	TITAN MACHINERY	
MAKE		JOHN DEERE	JOHN DEERE	NO BID AVAILABLE	
MODEL		6R 145	6R 155		
YEAR		2024	2023		
HOURS USED		999	891		
PRICE PER UNIT		\$195,000.00	\$197,000.00		
LESS TRADE INS - N/A		N/A	N/A	-	-
TOTAL PRICE		\$195,000.00	\$197,000.00	NO BID AVAILABLE	
HYD. SYSTEM FLOW	30 GPM	COMPLIANT	NON-COMPLIANT		
ENGINE (DIESEL)	6CYL. 145 ENGINE HP & 110 PTO	COMPLIANT	COMPLIANT		
PTO	540/1000 RPM	COMPLIANT	COMPLIANT		
TRANSMISSION	INFINITE VARIABLE & LEFT HAND HYD SHUTTLE SHIFT	COMPLIANT	COMPLIANT		
DELIVERY DATE					
WARRANTY					
SERVICE/PARTS CENTER		VALLEY EQUIPMENT CROOKSTON, MN	VALLEY EQUIPMENT CROOKSTON, MN		
RECOMMENDATION		RH			

**CONSIDERATIONS**

- Warranties
- Delivery Date
- Parts & Service Availability



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: Richard Sanders, County Engineer

MEETING DATE: 01-06-2026

AGENDA ITEM: Replace Maintenance Man II Position

SUMMARY:

1. A Polk County Highway Maintenance Man II has filed their resignation papers effective December 31, 2025
2. Need approval to fill position.

ACTION REQUESTED:

1. A motion was made by \_\_\_\_\_ seconded by \_\_\_\_\_ to allow Polk County Highway to fill a Maintenance Man II vacancy and authorize Human Resources to advertise for the positions.



## Board of Commissioners

Polk County Government Center  
612 N Broadway – Room 211  
Crookston, MN 56716-1452

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TO: POLK COUNTY BOARD OF COMMISSIONERS

FROM: CHUCK WHITING, POLK COUNTY ADMINISTRATOR

MEETING DATE: January 6, 2026

AGENDA ITEM: 2026 Mileage, Meals and Lodging Reimbursement Rates

SUMMARY: The Board sets reimbursement rates for meals and mileage costs incurred by employees for travel expenses.

1. The Board has annually adopted the IRS mileage rate for reimbursing employees for travel using their personal vehicles. The IRS rate effective January 1, 2026, increases to \$.725 per mile, up 2.5 cents per mile over 2025.
2. The Board changed meal reimbursement rates in 2016 to federal meal reimbursement rates for in and out of state meals. Reimbursement rates as determined by the federal government in Minnesota for 2026 are attached including lodging and meals rates for specific metro areas.
3. Similar federal rates have been determined for all states in the event of out of state travel.
4. County policy does not set a lodging rate for reimbursement. The majority of overnight travel is preapproved and paid by the County. Personal reimbursement for lodging for County business is rare, but possible due to weather or similar unforeseen circumstances.

**ACTION REQUESTED:** Approve the following in separate motions:

1. Adopt IRS 2026 mileage rate of \$.725 per mile for county business travel with a personal vehicle.
2. Adopt 2026 federal meal reimbursement rates as listed for Minnesota, and for out of state travel at federal rates for the given state.
3. Adopt 2026 federal lodging reimbursement rates for lodging for personal lodging expense incurred on County business.



# IRS sets 2026 business standard mileage rate at 72.5 cents per mile, up 2.5 cents

IR-2025-128, Dec. 29, 2025

WASHINGTON — The Internal Revenue Service today announced that the optional standard mileage rate for business use of automobiles will increase by 2.5 cents in 2026, while the mileage rate for vehicles used for medical purposes will decrease by half a cent, reflecting updated cost data and annual inflation adjustments.

Optional standard mileage rates are used to calculate the deductible costs of operating vehicles for business, charitable, and medical purposes. Additionally, the optional standard mileage rate may be used to calculate the deductible costs of operating vehicles for moving purposes for certain active-duty members of the Armed Forces, and now, under the One, Big, Beautiful Bill, certain members of the intelligence community.

Beginning Jan. 1, 2026, the standard mileage rates for the use of a car, van, pickup or panel truck will be:

- 72.5 cents per mile [driven for business use](#), up 2.5 cents from 2025.
- 20.5 cents per mile driven for medical purposes, down a half cent from 2025.
- 20.5 cents per mile driven for moving purposes for certain active-duty members of the Armed Forces (and now certain members of the intelligence community), reduced by a half cent from last year.
- 14 cents per mile driven in service of charitable organizations, equal to the rate in 2025.

The rates apply to fully-electric and hybrid automobiles, as well as gasoline and diesel-powered vehicles.

While the mileage rate for charitable use is set by statute, the mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes, meanwhile, is based on only the variable costs from the annual study.

Under the law, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses, except for certain educator expenses. However, deductions for expenses that are deductible in determining adjusted gross income remain allowable, such as for certain members of a reserve component of the Armed Forces, certain state and local government officials, certain performing artists, and eligible educators. Alternatively, eligible educators may claim an itemized deduction for certain unreimbursed employee travel

expenses. In addition, only taxpayers who are members of the military on active duty or certain members of the intelligence community may claim a deduction for moving expenses incurred while relocating under orders to a permanent change of station.

Use of the standard mileage rates is optional. Taxpayers may instead choose to calculate the actual costs of using their vehicle.

Taxpayers using the standard mileage rate for a vehicle they own and use for business must choose to use the rate in the first year the automobile is available for business use. Then, in later years, they can choose to use the standard mileage rate or actual expenses.

For a leased vehicle, taxpayers using the standard mileage rate must employ that method for the entire lease period, including renewals.

Notice-2026-10  contains the optional 2026 standard mileage rates, as well as the maximum automobile cost used to calculate mileage reimbursement allowances under a fixed-and variable rate plan. The notice also provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in 2026 for which employers may calculate mileage allowances using a cents-per-mile valuation rule or the fleet-average-valuation rule.

 *News items may not be updated after their release. Please verify the date before relying on the language.*

# Minnesota Per Diem Rates for FY 2026

- 2026

There are three areas in Minnesota for which location-specific per diem rates are specified by the federal government. For travel to areas within Minnesota that do not have specified per diem rates, the general per diem rates are used.

The per diem rates shown here are effective beginning **October -1**. For a full schedule of per diem rates by month and year for these areas, click on any of the Minnesota destination names below.

## General Minnesota Per Diems:

<b>\$0.00</b> per night lodging	<b>\$0.00</b> per day meals		
Destination	County	Meal Rate	Lodging Rate
<a href="#">Duluth</a>	St. Louis County	\$86.00	\$159.00
<a href="#">Minneapolis / St. Paul</a>	Hennepin / Ramsey County	\$92.00	\$148.00
<a href="#">Rochester</a>	Olmsted County	\$80.00	\$127.00

## Per-diems for other cities in Minnesota:

If you are traveling to a city in Minnesota that does not have a specific per diem rate the standard per-diem rates of **\$0.00 per night** for lodging and **\$0.00 per day** for meals and incidentals apply.