

AGREEMENT

The undersigned governmental units herewith agree, pursuant to Minnesota Statutes, Sections 641.261 to 641.266, that:

1. The powers common to the contracting parties as to the housing of prisoners, their supervision, treatment, counseling and other correctional services, are herewith vested in a Regional Corrections Board, said Board to exercise said powers throughout the territorial area of the contracting parties.

2. The said Board shall consist of two county commissioners selected by each of the contracting parties. Each member will serve for a period of two years, however, initially one will be appointed for a one year term. Each contracting party reserves the right to replace one or both of its representatives at any time. Terms of office will expire on June 30.

3. The purpose of this agreement is to operate and administer jointly all services of the Regional Corrections & Law Enforcement Center located in Crookston in respect to the exercise of the aforesaid common powers of the contracting parties. It is understood that all property, real and personal, in existence at the date hereof, appertaining to the Regional Corrections & Law Enforcement Center in Crookston is owned by only one of the contracting parties hereto, to wit, Polk County, unless otherwise evidenced by some other document of title or agreement. It is further understood that no transfer of title to property, real or personal, is intended by the instant agreement. Further, the said Board is not hereby empowered to purchase property, real or personal, in the exercise of the aforesaid common powers, but, rather, such purchases as are necessary shall be within the power and discretion of each contracting party for such property, real or personal, to be located within the territorial area of that contracting party.

4. The receipt and disbursement of public funds hereunder shall be through and by the Office of the Polk County Treasurer, with strict accountability of all funds and report of all receipts and disbursements, the method whereof to agree with that provided by law for other funds of Polk County.

5. The said Board is hereby empowered to contract for personal services in the exercise of the aforesaid powers. Further, the said Board is empowered to

contract with other governmental units to provide them with such services as covered herein on a per diem basis.

6. This agreement shall be in force and effect for an indefinite term, but any contracting party shall initially contract for one year and may withdraw upon 180 days written notice to each of the other contracting parties. It being understood, however, that in the event of such a withdrawal by Polk County, this agreement will be terminated as to all contracting parties.

7. Since no property is to be acquired as the result of the herein joint exercise of powers, no agreement is necessary as to any disposition of property. However, if any surplus monies remain after any total termination of this agreement, then in that event, and only in that event, would any surplus monies be returned, and then only to the contracting parties remaining parties hereto at the time of any such termination, and to them in proportion to their contributions as hereinafter recited.

8. The financial contributions of the contracting parties in the exercise of the aforesaid powers shall be on a cost sharing basis, pro rated according to the proportionate population of each contracting party as determined by the last official census or as revised by any further official census.

IN TESTIMONY WHEREOF, Polk County has caused this joint powers agreement to be executed this 4 day of June, 1975, to be effective the 1st day of August, 1975.

ATTEST:

Martin L. Vanseth
Martin L. Vanseth, County Auditor

Lloyd Wold
Lloyd Wold, Chairman
Board of Commissioners

IN TESTIMONY WHEREOF, Norman County has caused this joint powers agreement to be executed this day of , 1975, to be effective the 1st day of August, 1975.

Kenneth Benesh
Kenneth Benesh, County Auditor

Sanford Jenson
Sanford Jenson, Chairman
Board of Commissioners

IN TESTIMONY WHEREOF, Red Lake County has caused this joint powers agreement to be executed this day of , 1975, to be effective the 1st day of August, 1975.

Robert J. Poirier
Robert J. Poirier, Deputy Auditor

Irving W. Beyer
Irving W. Beyer, Chairman
Board of Commissioners

AMENDMENT TO JOINT POWERS AGREEMENT

Entered into August 1, 1975 by Red Lake, Polk and Norman Counties

WHEREAS, Minnesota Statutes, Sections 641.261 to 641.266 allows individual county governments to enter into Joint Powers of Agreement, and,

WHEREAS, such a joint powers of agreement was entered into by Polk, Norman and Red Lake Counties on August 1, 1975 for the purpose of operating and administering jointly, all correctional services in the Tri-County area, and,

WHEREAS, Section 3 now reads; "The purpose of this agreement is to operate and administer jointly all services of the Regional Corrections and Law Enforcement Center located in Crookston in respect to the exercise of the aforesaid common powers of the contracting parties. It is understood that all property, real and personal, in existence at the date hereof, appertaining to the Regional Corrections & Law Enforcement Center in Crookston is owned by only one of the contracting parties hereto, to wit, Polk County, unless otherwise evidenced by some other document of title or agreement. It is further understood that no transfer of title to property, real or personal, is intended by the instant agreement. Further, the said Board is not hereby empowered to purchase property, real or personal, in the existence of the aforesaid common powers, but, rather, such purchases as are necessary shall be within the power and discretion of each contracting party for such property, real or personal, to be located within the territorial area of that contracting party", and,

WHEREAS, Section 7 now reads; "Since no property is to be acquired as the result of the herein joint exercise of powers, no agreement is necessary as to any disposition of property. However, if any surplus monies remain after any total termination of this agreement, then in that event, and only in that event, would any surplus monies be returned, and then only to the contracting parties remaining parties hereto at the time of any such termination, and to them in proportion to their contribution as hereinafter recited", and,

WHEREAS, personal property has been purchased by the joint contracting parties known as the Regional Corrections Board thus demonstrating such need to purchase and own personal property.

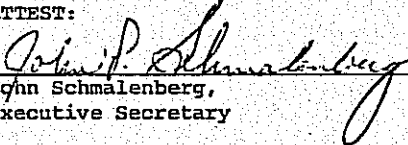
THEREFORE, BE IT RESOLVED that the Joint Powers Agreement, Section 3 is to be amended to read; The purpose of this agreement is to operate and administer jointly all Correctional Services in the Tri-County area and all services of the Regional Corrections & Law Enforcement Center located in Crookston in respect to the exercise of the aforesaid common powers of the contracting parties. It is understood that all property, real and personal, in existence at the date hereof, appertaining to the Regional Corrections & Law Enforcement Center in Crookston is owned by only one of the contracting parties hereto, to wit, Polk County, unless otherwise evidenced by some other document of title or agreement. It is further understood that no transfer of title to property, real or personal, is intended by the instant agreement. Further, the said Board is not hereby empowered to purchase real property in the exercise of the aforesaid common powers, but rather, such purchases as are necessary shall be within the power and discretion of each contracting party for such real property, to be located within the territorial area of that contracting party. Further, the said board is empowered to purchase personal property in the exercise of the aforesaid common powers, such purchases as are necessary shall be entered into according to each contracting parties proportionate contribution as stated in article 8.

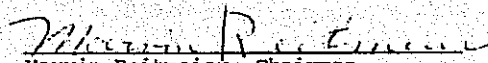
NOW THEREFORE BE IT RESOLVED that Section 7 be amended to read; Since no real property is to be acquired as the result of the herein joint exercise of powers, no agreement is necessary as to any disposition of real property. However if any personal properties or surplus monies remain after any total termination of this agreement, then in that event, and only in that event, would any personal properties or surplus monies be returned, and then only to the contracting parties remaining parties hereto at the time of any such termination, and to them in proportion to their contributions as hereinafter recited.

AND ALSO BE IT RESOLVED that all personal properties purchased by the Regional Corrections Board, previous to this amendment shall be jointly owned and disposed of as agreed upon in this amendment.

IN TESTIMONY WHEREOF, Polk County has caused this amendment to the Joint Powers Agreement to be executed this day of , 1979 to be effective March 1, 1979.

ATTEST:

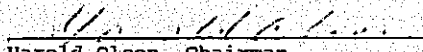

John Schmalenberg,
Executive Secretary


Marvin Reitmeier, Chairman
Board of Commissioners

IN TESTIMONY WHEREOF, Norman County has caused this amendment to the Joint Powers Agreement to be executed this day of , 1979 to be effective March 1, 1979.

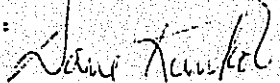
ATTEST:

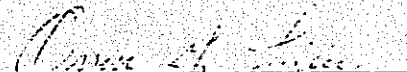

Kenneth Banesh, County Auditor


Harold Olson, Chairman
Board of Commissioners

IN TESTIMONY WHEREOF, Red Lake County has caused this amendment to the Joint Powers Agreement to be executed this day of , 1979 to be effective March 1, 1979.

ATTEST:


David Kankel, County Auditor


Orrin Linder, Chairman
Board of Commissioners

AMENDMENT TO JOINT POWERS AGREEMENT

Entered into by Norman, Polk and Red Lake Counties

Each participating County will provide its share for the overall operational costs of the new correctional facility. The average annual debt service for the correctional facility will be part of the overall operational costs for the new full service correctional facility. Each County's operational cost share will be determined by the existing "local cost share formula".

Upon satisfaction of the debt service for the correctional facility, the ownership portion of the correctional facility will be determined by the average debt service contribution to the overall operational costs by each of the participating Counties. At that time, each County will have the right to exercise its option of ownership. If the option of ownership is exercised, those Counties will assume all ownership obligations. If the option of ownership is not selected, the participation agreement will continue and all the terms of the agreement will remain in force and effect.

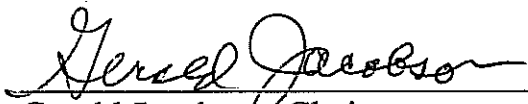
After seven (7) years, beginning January 1, 2008, a participating County may elect to withdraw from the partnership with a minimum of one year notice. The notice to withdraw must be submitted to the Tri-County Regional Corrections Board and all participating County Boards of Commissioners for approval on or before December 31st of any year. Member Counties will not prevent any County from withdrawing from this agreement.

In the event that any County should submit its notice of intent to withdraw from the partnership, the remaining Counties will provide jail bed space for a maximum of three (3) years or until any contribution towards ownership via debt service contribution is offset by the charges for jail bed space, whichever is the shortest.

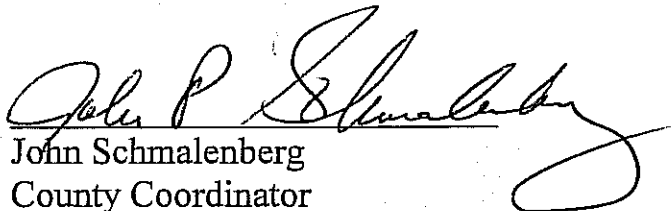
NOTE: Jail space is defined as beds and meals, not including probation, transportation, medical, juvenile facility and other associated programs.

IN TESTIMONY WHEREOF, Polk County has caused this Amendment to the Joint Powers Agreement to be executed this 15th day of December, 2005, to be effective immediately.

Attest:



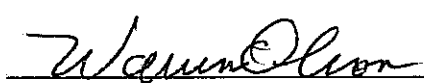
Gerald Jacobson, Chairman
Board of Commissioners




John Schmalenberg
County Coordinator

IN TESTIMONY WHEREOF, Norman County has caused this Amendment to the Joint Powers Agreement to be executed this 8th day of Dec., 2005, to be effective immediately.

Attest:



Warren Olson, Chairman
Board of Commissioners



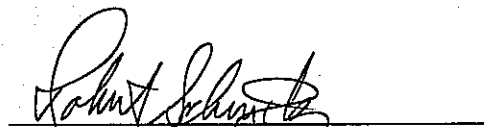
Richard Munter
County Auditor

IN TESTIMONY WHEREOF, Red Lake County has caused this Amendment to the Joint Powers Agreement be executed this 13 day of December, 2005, to be effective immediately.

Attest:



Ron Weiss, Chairman
Board of Commissioners



Robert Schmitz
County Auditor