

STATE OF MINNESOTA
Board of Private Detective and Protective Agent Services
Board Member Packet – September 2020

Sequence follows the Synopsis. Numbers correspond to the page numbers listed below:

<u>Pgs. 1-8:</u>	Synopsis
<u>Pgs. 9-19:</u>	August Meeting Minutes
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<u>Pg. 22:</u>	PAC 1127 Letter of Explanation
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SEPARATE ATTACHMENTS PREVIOUSLY PROVIDED. IF ANY BOARD MEMBER DOES NOT HAVE THESE DOCUMENTS, OR NEEDS ANY OTHER RESOURCES PLEASE LET THE AGENCY KNOW:

- **MNPDB Letter that Accompanies License Application Packets**
- **MNPDB Letter that Accompanies License Renewal Packets**
- **Tennessen Verbal**
- **Penalty Schedule**
- **Minnesota Statutes**
- **Minnesota Rules**
- **Board Manual**
- **Minnesota Statute Chapter 13D Open Meeting Law**

**STATE OF MINNESOTA
PRIVATE DETECTIVE AND PROTECTIVE AGENT SERVICES BOARD
1430 Maryland Avenue East, St. Paul, Minnesota
September 29, 2020 TELECONFERENCE MEETING
SYNOPSIS**

1. REVIEW OF AUGUST 2020 MEETING MINUTES & SEPTEMBER 2020 AGING REPORTS

2. TRAINING CONSENT AGENDA:

TYPE	PROVIDER/LICENSE HOLDER	AGENCY NOTES
Instructor Application	Premier Security, Inc.	No issues found.
Instructor Application	Premier Security, Inc.	No issues found.
Instructor Application	Premier Security, Inc.	No issues found.
CEU Request	Kyle P. Corrigan	No issues found.
New Training Course	Michael MacDonald	No issues found.
New Training Course	Michael MacDonald	No issues found.
New Online Training Course	Defencify Training LLC	No issues found.
New Online Training Course	Defencify Training LLC	No issues found.
New Online Training Course	Defencify Training LLC	No issues found.
New Online Training Course	Defencify Training LLC	No issues found.

3. RENEWAL CONSENT AGENDA:

LICENSE HOLDERS
PDI 526 – Dean Stack**
PDC 520 – Commercial Reports, Inc. **
PDI 664 – Dean C. Mikel
PAC 1131 – A.S.P. of Moorhead, Inc.
PDC 659 – Dahl & Associates, Inc., Legal Investigations

*** Indicates license holder provided a renewal with no issues upon original submission.*

4. RENEWALS IN NEED OF BOARD REVIEW:

Not Ready for Board Review:

- **PAC 337 – Professional Security Consultants**
 - Issues sent.
- **PDI 1018 – William G. Nelson**
 - Not received.
- **PAC 2078 – Brosnan Risk Consultants, LTD**
 - Not received.

5. CURRENT CONTINGENCIES:

AUGUST CONTINGENCIES – STATUS WOULD END IN OCTOBER

PAC 1127 – Pro Dog Security, LLC

Original License Date: 8/26/2014

of Employees: 9

1. 8 employees with outstanding preassignment dates.
 - a. Please see letter of explanation on **PAGE 22**
2. Please see disciplinary history on **PAGE 23**
3. **Renewal is otherwise complete.**

Not Ready for Board Review:

- **PAC 336 – RS Executive Protection, LLC**
 - Not received
- **PDC 2019 – Assets International, LLC**
 - Not received
- **PAC 2075/PDC 2074 – Sandlie Consulting**
 - Issues sent.

JULY CONTINGENCIES – STATUS WOULD END IN SEPTEMBER

PDC 1124 – Ethos Risk Services, LLC

Original License Date: 7/29/2014

of Employees: 6

1. One employee missing state and federal background check record
 - a. License Holder is sending in request for another background check to be completed to remedy record keeping issue.
2. One employee missing record of preassignment training.
 - a. License Holder had employee re-complete training to comply with MN Statutes.
3. **Please see letter of explanation regarding #1 and #2 on PAGE 24**
4. One employee not issued an ID card for 2 years after hire.
 - a. License Holder has since issued ID card.
5. No disciplinary history
6. **Renewal is otherwise complete**

PDC 2071 – One Source Technology, LLC

Original License Date: 7/31/2018

of Employees: 1; (2 during renewal period)

1. Employees were not issued ID cards.
 - a. License Holder seemed to be confused on what the ID cards were; agency informed them of the requirement according to MN Statute.
 - b. Please see request for ID waiver on **PAGE 25**
2. No disciplinary history
3. **Renewal is otherwise complete**

Not Ready for Board Review:

- **PAC 2070 – Strong Arm Protection, LLC**
 - Issues Sent.
- **PDC 1125 – Claims Verification, Inc.**
 - Not received
- **PDC 2017 – DigiStream Chicago, Inc.**
 - Not received

JUNE CONTINGENCIES – STATUS WOULD END IN AUGUST

Not Ready for Board Review:

- **PDC 2013 – Albin Acquisition Corporation**
 - Not received
- **PAC 1121 – Security Solutions Protective Agency**
 - Not received

MAY CONTINGENCIES – STATUS WOULD END IN JULY

Not Ready for Board Review:

- **PAC 2068 – Guardian Protective Agency**
 - Not received
- **PDC 2067 – Semper Fi Security, LLC**
 - Not received – received email with intent to turn material in soon 5/26/2020.

MARCH CONTINGENCIES - STATUS WOULD END IN MAY

Not Ready for Board Review:

- **PAC 2005 & PDC 2006 – Universal Security Corp.**
 - Not received

FEBRUARY CONTINGENCIES – STATUS WOULD END IN APRIL

Not Ready for Board Review:

- **PAC 2053 – Intermediate District 287**
 - Not received
- **PAC 2052 – Boutchantharaj Corporation**
 - Remaining issues
- **PDC 2057 – Archangel Investigations & Protection, Inc.**
 - Pending surrender request

6. LAPSED LICENSES:

- **PDI 929 – Warren J. Robinson**
- **PAC 1190 – Blueline Services**

7. EXPIRED LICENSES: NONE

8. **SURRENDERED LICENSES: NONE**

9. **NEW LICENSE APPLICANTS – PRESENT:**

NAME OF ENTITY	ServeRight Pros DBA: Lawgistic Partners		
LICENSE TYPE	Corporate Private Detective		
QUALIFIED REPRESENTATIVE	Jerry Cziok		
MINNESOTA MANAGER	N/A		
CEO	David Cofman		
CFO	David Cofman		
MINNESOTA ADDRESS	3141 Fernbrook Ln, Suite 101 Plymouth, MN 55447		
DATE RECEIVED	12/9/2019		
SCOPE OF BUSINESS	Investigative services to law firms and businesses and police agencies.		
PREVIOUS RELEVANT EMPLOYMENT (QR)	TITLE	FROM	TO
MN DPS Internal Affairs	Investigator	1/1/2017	Present
Jerry R Cziok Investigations (PDI 954)	Investigator	11/1/2004	Present
AGENCY NOTES: No remaining issues. Per Minnesota Administrative Rule 7506.0110 the Board must make a decision if the application is still deemed active. Please note that the timeline was extended during the pandemic. See below Administrative Rule subpart C (1) and (2) for reference. Original application was submitted on 12/9/2019. Applicant representatives are present to answer any questions the Board may have.			

Minnesota Administrative Rule 7506.0110:

Subp. 2. Licensing procedure. The board shall follow the procedures in items A to C for issuing licenses.

A. The board shall review each initial license application. The initial license review shall consist of:

- (1) a review of the application;
- (2) a review of the findings of the executive director's investigation; and
- (3) an in-person interview of the applicant or the applicant's qualified representative and Minnesota manager, if applicable.

B. The board shall review each application for license reissuance. The reissuance review shall consist of:

- (1) a review of the documentation submitted by the applicant;
- (2) a review of the findings of the executive director's investigation; and
- (3) an in-person interview which may be requested by the applicant or required by the board if supplemental information is necessary to complete the board's review of the application.

C. If the initial application is not complete within four months of the first submission, the board shall review the application and determine whether some or all of the application process shall be repeated by the applicant or if the application shall be denied and reapplication required. The board's determination shall be based on the following factors:

- (1) whether the information required in the application has lost substantial probative value due to the passage of time; and*
- (2) whether the delay in processing the application is due to delay by the applicant or the workload of the board.*

NAME OF ENTITY	Andy Frain Services, LLC		
LICENSE TYPE	Corporate Protective Agent		
QUALIFIED REPRESENTATIVE	James Ott		
MINNESOTA MANAGER	Charles Thibodeau		
CEO	David Clayton		
CFO	David Clayton		
MINNESOTA ADDRESS	614 Kennedy Street, Anoka, MN 55303		
DATE RECEIVED	3/2/2020		
SCOPE OF BUSINESS	Professional services & security services		
PREVIOUS RELEVANT EMPLOYMENT (QR)	TITLE	FROM	TO
Andy Frain Services	Qualified Representative	2002	Present
Pinkerton Security	Regional Operations Director	1999	2001
PREVIOUS RELEVANT EMPLOYMENT (MM)	TITLE	FROM	TO
Charles T. Thibodeau & Associates	Owner/Trainer	1988	Current
AGENCY NOTES: No remaining issues. Applicant is licensed in 8 other states. Agency has received 4 out of 8 of those verifications. No disciplinary history reported. Applicant representatives are present to answer any questions the Board may have.			

NAME OF ENTITY	William Charles Smith DBA: WCS Protection Services		
LICENSE TYPE	Individual Protective Agent		
MINNESOTA ADDRESS	554 37th Ave. Minneapolis, MN 55421		
DATE RECEIVED	6/22/2020		
SCOPE OF BUSINESS	Security guards are simply there to observe and report. We have basic standing guards, mobile patrol guards (armed or unarmed guards) Bank jobs if the client prefers. Basically private security duties like any other security company.		
PREVIOUS RELEVANT EMPLOYMENT	TITLE	FROM	TO
WCS Protection Services	Owner	2016	Present
Burns Security / Securitas	Security Officer	1998	2002
Viking Security Services	Security Officer	1998	1999
Trans-West Security Services (located in CA)	Security Officer	2002	2005
Golden Valley Protection Services (located in CA)	Security Officer	2006	2008
San Joaquin Valley Patrol (located in CA)	Security Officer	2010	2011
AGENCY NOTES: No remaining issues. Applicant is currently licensed in California. No disciplinary history reported.			

NAME OF ENTITY	Veteran Investigation Protection & Consulting		
LICENSE TYPE	Corporate Private Detective		
QUALIFIED REPRESENTATIVE	Nicholas Foster		
MINNESOTA MANAGER	N/A		
CEO	Nicholas Foster		
CFO	Nicholas Foster		
MINNESOTA ADDRESS	7701 Golden Valley Rd. Suite 27512 Minneapolis, MN 55427		
DATE RECEIVED	8/5/2020		
SCOPE OF BUSINESS	The business that I am proposing is a field investigations, conducting surveillances, locates, and interviewing.		
PREVIOUS RELEVANT EMPLOYMENT (QR)	TITLE	FROM	TO
American Security DBA: Heartland Investigative Group	Senior Investigator / Executive Protection Manager	10/1/2015	Present
Heartland Investigative Group	Senior Investigator	6/1/2012	10/1/2015
Minnesota Army National Guard	Infantryman	1/1/2006	1/1/2013
AGENCY NOTES: No remaining issues. Application was expedited due to Veteran status, please see MN Statute 197.4552. Please note the business name includes the word 'Protection', the applicant has indicated that this is for weapons training that the company does, and their interest in obtaining a Protective Agent license possibly sometime in the future. They are aware they cannot provide services without this license. Applicant is present to answer any questions the Board may have.			

10. **NEW APPLICANTS – CONSENT AGENDA: NONE**

11. **NEW LICENSE APPLICANTS – TABLED:**

NAME OF ENTITY	Redi Transports LLC		
LICENSE TYPE	Corporate Protective Agent		
QUALIFIED REPRESENTATIVE	Michael Molnar		
MINNESOTA MANAGER	Michael Molnar		
CEO	Crystal Cook		
CFO	Crystal Cook		
MINNESOTA ADDRESS	1010 Dale Street North, St. Paul, MN 55117		
DATE RECEIVED	6/22/2020		
SCOPE OF BUSINESS	Transportation of detainees for court appearances, warrants, and prison transports. Transportation of persons to and from behavioral health facilities.		
PREVIOUS RELEVANT EMPLOYMENT (QR/MM)	TITLE	FROM	TO
Redi Transports	Director of Operations	10/1/2016	Present
University of Wisconsin Police Department	Police Officer	6/1/2010	6/1/2019
Northeast Wisconsin Technical College	Training Coordinator	1/1/2010	10/1/2016
Hawaii County Police Department	Police Officer	10/1/2003	12/1/2009
Eau Clair County Sheriff's Department	Deputy Sheriff	3/1/1985	10/1/2003
AGENCY NOTES: No remaining issues. Applicant is also licensed in Wisconsin, no disciplinary history reported. See supplemental information requested by Board on PAGES 26-39 . See also letter from Olmsted County Sheriff's Dept. regarding REDI Transports on PAGE 40 .			

12. **OFFICER CHANGES:**

NAME OF ENTITY	AgTac Security LLC		
LICENSE TYPE & NUMBER	PAC 2024		
TYPE OF CHANGE	MM		
CHANGE FROM	Alec Konz		
CHANGE TO	Terry Besta		
DATE RECEIVED	9/24/2020		
MINNESOTA ADDRESS	851 Sauk River Rd., Cold Spring, MN 56320		
PREVIOUS RELEVANT EMPLOYMENT	TITLE	FROM	TO
AgTac Security	Security Director	May-19	Present
AgTac Security	Security Director	Jul-17	May-19
Nobles County Sheriff Dept.	Corrections Officer	Feb-16	Oct-16
AGENCY NOTES: Application is currently missing payment.			

13. REQUEST TO SPEAK TO THE BOARD:

- Jimmie Mesis on TSCM
 - Please see letter on PAGE 41
 - Please see previous Meeting discussion on PAGES 42-43
- Frank Flores on background screening waiver
 - Please see letter on PAGE 45

14. OTHER ISSUES AND DISCUSSIONS:

- License Holder is inquiring on completing training early due to medical operation
- Board Name Change
- License Holder request for new renewal date
 - Please see Request Summary on PAGE 45

15. ANNOUNCEMENTS: NONE.

Board Chair: We may be having a closed session per the statute below. *If necessary, please read these statutes out loud for the record.*

16. CLOSED SESSION: Pursuant to Minn. Stat. 13D.05, subd. 3 (b) attorney-client privilege discussions.

Next meeting is scheduled for October 29, 2020 at 10:00 AM.

**STATE OF MINNESOTA
PRIVATE DETECTIVE AND PROTECTIVE AGENT SERVICES BOARD
1430 Maryland Avenue East, St. Paul, Minnesota
August 27, 2020 TELECONFERENCE MEETING
MEETING MINUTES**

MEMBERS PRESENT: Richard Hodsdon, Jim Hessel, Douglas Belton, Melinda Elledge, Jeff Hansen

MEMBERS NOT PRESENT: N/A

ATTORNEY GENERAL REPRESENTATIVE: Stephen Melchionne

EXECUTIVE DIRECTOR: Greg Cook

ADMINISTRATIVE ASSISTANT: Stephanie Maresh

1. REVIEW OF JULY 2020 MEETING MINUTES & AUGUST 2020 AGING REPORTS

Hodsdon opened up the meeting at 10:00AM. Hodsdon stated that the Board Meeting is being held remotely, which is authorized under Minnesota Statute 13D.021. Hodsdon then commenced review of the July 2020 Meeting Minutes and August 2020 Aging Reports. Hodsdon stated that the Aging Reports were informational only and required no action. Hodsdon asked the Board for a motion to approve the July 2020 Meeting Minutes.

- **Motion:** Elledge made a motion to approve the July 2020 Meeting Minutes. Belton seconded. Motion carried.

Cook directed the Board to the Aging Reports and stated that part of that report contains information on a growing backlog of renewals due to Executive Order 20-25. Cook stated that he sent out an email to those who are backlogged requesting that they get their renewals in sooner rather than later so that the agency can process them in a timely manner. He explained that depending on when the EO is lifted, it could happen on a high renewal volume month which could be challenging to staff. Hodsdon agreed with Cook.

2. TRAINING CONSENT AGENDA:

TYPE	PROVIDER/LICENSE HOLDER	AGENCY NOTES
New Online Training Course (5)	Securitas Security Services USA, Inc.	No issues found.
Request for CEUs	Minnesota Association of Private Investigators and Protective Agents (MAPI)	No issues found.
Request for CEUs	Minnesota Association of Private Investigators and Protective Agents (MAPI)	No issues found.

Hodsdon noted for the record that Securitas Security Services USA, Inc. was applying for multiple online training courses. Hodsdon asked if that was correct. Smith confirmed. Hodsdon asked Smith if staff recommends approval. Smith stated that was correct.

- **Motion:** Hansen made a motion to approve the Training Consent Agenda. Hessel seconded. Motion carried.

- Request for CEUs – Inspired Consulting LLC (2 CEU Apps) **see PAGES 17-25**
 - Private Detective Licensee requesting CEU credit for a 2019 NFL Security Conference
 - Private Detective Licensee requesting CEU credit for a 2020 Online NFL Security Conference

Smith stated that this private detective licensee is seeking to get CEU hours approved for two security conferences. Hodsdon asked if the content submitted has been reviewed. Smith stated that the material has been reviewed. Cook stated that he reviewed the material as well and a lot of the material could transfer over to investigative work. Hodsdon stated that he was impressed with the content and asked if any other Board members had any comments. Elledge stated the course content looked impressive. Belton agreed. Hodsdon asked the Board for a motion.

- **Motion:** Elledge made a motion to approve the Request for CEUs. Belton seconded. Motion carried.

3. RENEWAL CONSENT AGENDA:

LICENSE HOLDERS
PDC 707 – Emerald Investigations, Inc.**
PAI 1129 – James P. Hessel DBA: Emerald Investigations, Inc.**
PDI 2073 – James Archibald DBA: True North Investigations
PDC 1038/PAC 1128 – Private Eye Security, LLC**

*** Indicates license holder provided a renewal with no issues upon original submission.*

Hodsdon stated that he is going to bifurcate the Renewal Consent Agenda because a Board Member has historically recused himself from voting on his own license. Hodsdon asked for a motion to renew the first two licenses stated on the Renewal Consent Agenda.

- **Motion:** Hansen made a motion to renew licenses PDC 707 and PAI 1129. Elledge seconded. Motion carried.

Hodsdon asked the Board for a motion to renew the remaining licensees on the Renewal Consent Agenda.

- **Motion:** Hansen made a motion to approve the remainder of the Renewal Consent Agenda. Belton seconded. Motion carried.

4. RENEWALS WITH ISSUES:

PDC 2076 – Inspired Consulting, LLC

Hodsdon stated that there was an issue with continuing education application that has since been resolved earlier in the meeting. Hodsdon asked Cook if that was correct. Cook stated that was correct. Hodsdon stated that the renewal is complete and asked the Board for a motion.

- **Motion:** Elledge made a motion to renew the license. Hansen seconded. Motion carried.

PAC 2020 – Fairline, LLC

Hodsdon stated that the renewal was complete with one potential issue relative to the timeliness of pre-assignment training. Hodsdon stated that there was a Letter of Explanation and asked Cook if there was any other information that the Board needed to know. Cook stated that he had nothing further to add. Maresh stated that the issue at hand was an employee worked his first shift without taking preassignment. Maresh stated that Austin Seman was present at the meeting to answer any questions the Board may have. Hodsdon welcomed Seman. Seman stated that there was a clerical issue but has since been figured out. Belton stated that the explanation provided by Seman made sense and seemed reasonable. Hodsdon asked the Board for a motion.

- **Motion:** Belton made a motion to renew the license. Hessel seconded. Motion carried.

Not Ready for Board Review:

- **PAC 336 – RS Executive Protection, LLC**
- **PAC 1127 – Pro Dog Security, LLC**
- **PDC 2019 – Assets International, LLC**
- **PAC 2075/PDC 2074 – Sandlie Consulting**

Hodsdon stated the because of Executive Order 20-25, no action needed to be taken at that time.

5. CURRENT CONTINGENCIES:

JULY CONTINGENCIES – STATUS WOULD END IN SEPTEMBER

Not Ready for Board Review:

- **PDC 1124 – Ethos Risk Services, LLC**
- **PAC 2070 – Strong Arm Protection, LLC**
- **PDC 1125 – Claims Verification, Inc.**
- **PDC 2017 – DigiStream Chicago, Inc.**
- **PDC 2071 – One Source Technology, LLC**

Hodsdon stated the because of Executive Order 20-25, no action needed to be taken at that time.

JUNE CONTINGENCIES – STATUS WOULD END IN AUGUST

Not Ready for Board Review:

- **PDC 2013 – Albin Acquisition Corporation**
- **PAC 1121 – Security Solutions Protective Agency**

Hodsdon stated the because of Executive Order 20-25, no action needed to be taken at that time.

MAY CONTINGENCIES – STATUS WOULD END IN JULY

Not Ready for Board Review:

- PAC 2068 – Guardian Protective Agency
- PDC 2067 – Semper Fi Security, LLC

Hodsdon stated the because of Executive Order 20-25, no action needed to be taken at that time.

APRIL CONTINGENCIES – STATUS WOULD END IN JUNE

PAC 2063 – Hard Target, Inc.

Hodsdon asked agency staff for an update. Maresh stated that the reasoning from the preassignment delay was due to that it took a while for the licensee to receive background check results back. Hodsdon asked what the pleasure of the Board was.

- **Motion:** Elledge made a motion to renew the license. Belton seconded. Motion carried.

MARCH CONTINGENCIES - STATUS WOULD END IN MAY

Not Ready for Board Review:

- PAC 2005 & PDC 2006 – Universal Security Corp.

Hodsdon stated the because of Executive Order 20-25, no action needed to be taken at that time.

FEBRUARY CONTINGENCIES – STATUS WOULD END IN APRIL

Not Ready for Board Review:

- PAC 2053 – Intermediate District 287
- PAC 2052 – Boutchantharaj Corporation
- PDC 2057 – Archangel Investigations & Protection, Inc.

Hodsdon stated the because of Executive Order 20-25, no action needed to be taken at that time.

6. LAPSED LICENSES:

- PDI 929 – Warren J. Robinson
- PAC 1190 – Blueline Services

7. EXPIRED LICENSES: NONE

8. SURRENDERED LICENSES:

- PAC 2077 – MIDLEA, LLC

Hodsdon stated that no action was required of the Board.

9. NEW LICENSE APPLICANTS – PRESENT:

NAME OF ENTITY	United K9 Services, LLC
LICENSE TYPE	Corporate Protective Agent

Hodsdon asked if a company representative was present at the meeting. Guthrie stated that was correct. Gerald Petraitis introduced himself. Mitchell Goecke, Qualified Representative, introduced himself to the Board. Hodsdon welcomed Petraitis and Goecke. Hodsdon asked the Board members if they had any questions for Petraitis and Goecke. Elledge stated that she had no questions. Hansen, Belton, and Hessel agreed. Hodsdon asked the Board for a motion.

- **Motion:** Belton made a motion to approve the license. Hansen seconded. Motion carried.

NAME OF ENTITY	Redi Transports LLC
LICENSE TYPE	Corporate Protective Agent

Hodsdon asked if there were any company representatives at the meeting. Redi Transport representatives introduced themselves to the Board. Crystal Cook asked if the Board had any questions for her or her team. Hodsdon stated that his worry is that research seems to indicate that they may have been providing transport services within the State of Minnesota. Hodsdon explained that by statute if someone is engaging in unlicensed practice, the Board cannot license that entity by law for one year from the date of when the unlicensed practice took place. Hodsdon stated that he understood that Redi Transports may have been transporting people through the State of Minnesota, but he wanted to know if they have transported someone from a Minnesota location or to a Minnesota location within the past year.

Crystal Cook stated that they have done extraditions where they are contracted by a county in Wisconsin to pick someone up in Minnesota. Hodsdon asked if there had been any Minnesota counties that have had contracted Redi Transports to pick up someone to transport within the last year. Crystal Cook stated they have and explained that some of their work is behavioral health and they did not know if what they were doing fell under the Minnesota statutes. Hodsdon stated that the Board previously discussed that prisoner transports do fall under Minnesota statutes and the licensing requirements. Hodsdon asked the Board members for their thoughts.

Elledge stated that she would like to see documentation of the transports to and from Minnesota. Crystal Cook stated that she could provide that information. Belton asked what the scope of work would be if Redi Transports was licensed and contracted in Minnesota. Michael Molnar stated that their state operations in Wisconsin they would like to carry over into Minnesota. Molnar continued by stating that they would be picking up someone and delivering to another state. Molnar stated that Redi Transports also does behavioral health transports. Belton thanked Molnar.

Hodsdon asked if the behavioral health transports have a security element to it. Molnar stated that Redi Transports has a secure and non-secure element for behavioral health transports. Hodsdon stated that

he agreed with Elledge and wanted to know more information on if the Board can legally issue a license or if there will need to be a delay period. Hodsdon stated that secure mental health transports versus non-secure is an important distinction. Hodsdon continued by stating that putting together a list of transports they have done and when in Minnesota may be to their benefit to make a distinction between secure and non-secure. Hodsdon asked if there were any other comments from Board members.

Hansen stated that he agreed with Elledge and that it would be helpful to see records. Hansen asked Redi Transports at what point were they aware that they should probably be applying for a license in Minnesota. Crystal Cook stated that Redi Transports had been contacted and they were asked if they were licensed. Crystal Cook continued by stating that is really when their research began looking into licensing in the State of Minnesota about six months ago. Crystal Cook stated that Redi Transports has not marketed in Minnesota specifically and that they stated that they are licensed only in the State of Wisconsin. Greg Cook stated that he commends Redi Transports for seeking a license.

Hessel asked if any of the transportation drivers are armed in any way. Molnar stated that they do not have any employees in the State of Minnesota, but when they do their extraditions, they do have agents that are armed. Elledge stated that on Redi Transports website, they have Minnesota cities listed as some of their transfer locations. Redi Transports responded stating that those locations were extraditions that sheriff's departments in Wisconsin have asked them to extradite the people back to Wisconsin. Hodsdon asked if they were compensated by a Wisconsin Sherriff to go get someone and bring them back. Crystal Cook stated that was correct. Hodsdon stated that what he is most interested in getting a list if there has been any Minnesota entities that have paid Redi Transports to transport someone. Hodsdon asked the Board members for their thoughts. Elledge stated that it seems appropriate. Hodsdon asked if there was a motion to table the application.

- **Motion:** Elledge made a motion to table the application. Hansen seconded. Motion carried.

10. NEW APPLICANTS – CONSENT AGENDA:

NAME OF ENTITY	Eagle Investigations & Security Inc
LICENSE TYPE	Corporate Protective Agent

NAME OF ENTITY	Eagle Investigations & Security Inc
LICENSE TYPE	Corporate Private Detective

Hodsdon welcome Ronald Woolever. Hodsdon asked Cook if there was any information that the Board needed to know. Hodsdon stated that the application was for a dual license. Cook stated that he had no additional information, other than that Woolever is a retired BCA Agent, but that he wanted to note that Ronald Woolever is married to Board Member, Jim Hessel's niece. Cook asked Hodsdon if Hessel should recuse his vote. Melchionne stated the recusal is recommended. Hodsdon agreed and asked the Board for a motion. Hessel recused himself from the vote.

- **Motion:** Hansen made a motion to approve the licenses. Elledge seconded. Motion carried.

11. NEW LICENSE APPLICANTS – TABLED:

NAME OF ENTITY	Pinkerton Consulting & Investigations Inc.
LICENSE TYPE	Corporate Protective Agent

Hodsdon stated that the Board received correspondence from Pinkerton indicating that they were providing services in which they were not licensed to do so. Hodsdon continued by stating that Pinkerton has withdrawn their application. Hodsdon stated that it is Pinkerton’s right to reapply in one year. Hodsdon asked the Board members if they had received the notification of application withdrawal. Belton, Hessel, Hansen, and Elledge all confirmed that they received the notification. Hodsdon asked Cook if there were any additional comments.

Cook asked the Pinkerton representatives what Pinkerton’s intentions were in regards to subcontracting people to work in Minnesota doing security work. Adam Bloomenstein, Pinkerton Legal Counsel, stated that Pinkerton would continue to do that work. Cook asked Bloomenstein if those people would be wearing Pinkerton uniforms. Bloomenstein stated no. Cook asked Hodsdon if an entity outside of Minnesota, who is not licensed, can broker services for protective agent work inside the State of Minnesota. Hodsdon stated that in the past, it does not seem that the Board has had a definitive answer for that question. Hodsdon explained that if a company is brokering out to an actor and the company gets a portion of the pay for their services, it does not make them an actor of security services. Hodsdon stated that this may be a topic that needs further discussion, even at a later date, and asked other Board Members for their thoughts.

Belton agreed that the topic does deserve more discussion because historically it has been an acceptable practice for companies outside of Minnesota to broker services with Minnesota license holders. Elledge asked for Counsel’s opinion. Melchionne stated that he could not give a definitive answer at the time but based on his experience, Hodsdon’s statements seemed to be on track for the right answer. Hodsdon asked the Board if they would like to request a follow-up answer for next month’s meeting and discuss at that time for guidelines regarding the topic. Hodsdon asked for a consensus. Elledge asked if a motion is required to request an opinion from the Board’s counsel. Hodsdon affirmed that it could be an option.

- **Motion:** Elledge made a motion to make an official request for Counsel’s opinion on the topic of brokering services. Belton seconded. Motion carried.

12. OFFICER CHANGES:

*** The following officer changes are informational only:

NAME OF ENTITY	One Source Technology, LLC
LICENSE TYPE & NUMBER	PDC 2071
TYPE OF CHANGE	CEO

NAME OF ENTITY	One Source Technology, LLC
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LICENSE TYPE & NUMBER	PDC 2071
TYPE OF CHANGE	CFO

13. REQUEST TO SPEAK TO THE BOARD: NONE

14. OTHER ISSUES AND DISCUSSIONS:

- **Please see letter regarding Board clarification on statutes on PAGES 94-97**

Cook summarized the letter addressed to the Board regarding Attorney General’s abilities in assisting the agency. Cook explained that he wanted to get a sense of what the Board’s expectations were with such assistance and what the Attorney General Representative Melchionne thought of the statutes he presented. Cook explained that analyzing the statutes and bringing the conversation to the Board was an effort to make up for the lack of resources the agency has. Hodsdon asked the Board for comments.

Elledge stated that the way in which the statutes are written, it seems that the Attorney General’s Office has jurisdiction and capability and should step up to the task. Hansen stated that he cannot speak for the Attorney General’s Office, but even if the statutes say that they may be of assistance, in these times of unrest, it is not entirely plausible for the Office to prioritize helping out this agency.

Cook thanked Hansen for his input and explained that he is just trying to get some answers. He asked the other Board members for input and stated he would like to also turn it over to Melchionne for an opinion.

Belton asked what exactly the scope of the goal is with discussing this matter and what the desired outcome would be, whether it is investigative help or prosecutorial help. Hodsdon added the vast difference between criminal prosecution and civil prosecution. Hodsdon asked if that is what Cook is looking for.

Cook addressed Melchionne and asked if he is correct in thinking that the agency does not have civil authority to go after unlicensed activity, but the Attorney General’s Office does. Melchionne stated that he is unsure how unlicensed activity would be considered a civil matter and that it seems like a criminal case to him.

Hodsdon stated that it might be a better idea to have a more formal request to a representative in consumer protection to get an idea if there is someone that can assist with the agency. Cook thanked Hodsdon for his input and how this is an important conversation to have. Cook asked the other Board Members for other comments. Hessel stated that he thought Hodsdon outlined the next steps very well.

Cook thanked the Board Chair and Members and Counsel for their comments, and stated that there will most likely be more conversations regarding this topic. Hodsdon asked if the Board would like to consider making a formal request to the Consumer Protection division of the Attorney General’s Office

to consider weighing in on unlicensed activity and whether they would be able to pursue it in their capacity. Elledge asked Hodsdon what his thoughts would be as a Board Member.

Hodsdon explained how he is of two minds on the topic because while he does understand that there are limited resources, but this is also important for the agency. Hodsdon went on to say that while he would like to know some kind of answer from the Attorney General's Office, he does not believe a formal documented request would be the best way to go about it right now.

Cook asked for Melchionne for his thoughts. Melchionne explained that consumer protection is not something he has ever worked in and that he would have to contact other people and do much more research. Cook asked if there is a part of the Attorney General's Office that could help with this issue. Melchionne stated that he knows of consumer protection lawsuits, but he also explained that they come from various places. Hodsdon proposed that Melchionne reaches out to someone in consumer protection so that the Board can understand what they feel their responsibilities and abilities to be regarding this topic. Elledge stated that would seem appropriate. Hanson agreed.

Hodsdon proposed that at the next month's meeting there be another discussion with what Melchionne finds, whether it be a live representative or a written memo that the Board can hear regarding the consumer protection division's role, expectations, etc. Hodsdon asked other Board Members for input. Belton explained that if the Board does get an answer from the consumer protection division, it outline the statutes that have been discussed where the Attorney General's Office is capable of assistance. Hodsdon thanked Belton and asked if there were other comments. Elledge asked what Melchionne has to say about it. Melchionne stated that he understands the request. Hodsdon and Cook thanked Melchionne and stated that it's just a matter of trying to get more information.

- **License Holder request for new renewal date**
 - **See PAGE 98**

Cook explained to the Board that there has been discussion regarding license holders changing renewal dates to line up with a second license that they currently hold. Cook stated that historically this is acceptable for the Board. Hodsdon asked if the licensee is requesting a change in renewal date. Cook confirmed. Hodsdon stated that from a regulatory stand point that it would be more sensible to move a renewal date up rather than extending it. Hodsdon explained that if a license holder were to choose to renew their license at an earlier date because it was administratively and financially beneficial to them, they would then be stuck with the new renewal deadline. Hodsdon stated that he doesn't see how they would not be able to do that and asked for other Board Members' opinions.

Maresh explained to the Board that this specific request is not for a dual license holder, but for a license holder that simply stated that it would be financially beneficial to move the renewal date in order to afford the renewal fees. Hodsdon asked what year in which the license holder would like the renewal moved to. Maresh stated that the year was not specified in the request. Hodsdon explained that the Board does not have the authority to extend the license period but if the license holder would like to renew early that could be a possibility. Maresh asked if it would be helpful to the Board Members if she

contacted the license holder to see specifically which year the request for the change would be. Hodsdon confirmed that would be helpful in his eyes and asked for the other Board Members' opinions.

Elledge agreed that it would not be lawful to extend the license period. Belton agreed with the other Members and stated that the license holder could be proactive in setting money aside so that the fees are affordable during the renewal period. Belton stated that renewing early could also be an option. Hodsdon stated that reaching out would be a good plan to reach out and get clarification on the request. Cook explained that this could create issues in the future if more and more license holders put a request in to get their renewal date changed because of this request potentially being approved. Hodsdon understood and stated that clarification is still helpful to understand the request. Maresh offered to give the Board information on the work load of the month that is being requested as well. Hodsdon stated it would be helpful so the Board could offer the agency some pain relief when it comes to renewals. Cook thanked the Board.

- **Audit safety during pandemic**

Cook explained to the Board that with the pandemic going on, license holders are being challenged in many ways and the agency would like to ask to give the license holders some extensions when it comes to deadlines for audits. Hodsdon asked what kind of audits Cook is referring to. Cook explained that they are resolutions and settlement-type audits. Hodsdon asked the Board for opinion on giving additional time to work on audits.

Belton stated that this is a dynamic and fluid situation and it does make audits and things alike be hard to get done in a timely manner. Belton agreed with Cook that cutting some slack and giving an extra 30 days here and there is reasonable given the current state of things. Hodsdon asked for other Members' thoughts. Elledge and Hessel agreed. Hansen explained that an extension within reason is plausible but since there has been work done and completed during the pandemic, that the agency can prioritize and get the audits done as well. Hansen stated that anything not outside of a 60-day extension would be reasonable. Hodsdon addressed Cook in stating that he thinks Cook has an answer for the question. Cook thanked the Board for the guidance.

- **Hurricane help**

Cook explained to the Board that with the hurricane heading for Louisiana, there may be a call for extra help in the state for security guards, and often with disasters like this, the state accepts help from workers not licensed in that state. Cook stated that he has requested to see the Executive Order from Louisiana to confirm the information and informed the Board that he will be passing it along to license holders doing security work if necessary. Cook explained that getting that documentation and letting the license holders know that they are able to help with these kinds of disasters is all part of a bigger picture in an effort to make that kind of help possible across the US.

Belton inquired if this work would include revisiting the statutes in Minnesota regarding reciprocity in the state. Cook stated that it would include revisiting the conversation and explained what the project includes. Hodsdon thanked Cook for the update and asked how the information will be distributed.

15. ANNOUNCEMENTS: NONE.

Board Chair: We may be having a closed session per the statute below. *If necessary, please read these statutes out loud for the record.*

16. CLOSED SESSION: Pursuant to Minn. Stat. 13D.05, subd. 3 (b) attorney-client privilege discussions.

Hodsdon asked the Board for a motion to adjourn.

- **Motion:** Hessel made a motion to adjourn. Belton seconded. Motion carried.

Next meeting is scheduled for September 29, 2020 at 10:00 AM.

APPLICATIONS AGING REPORT				September 2020	TOTAL OPEN FILES: 9
#	FORM	TYPE	APPLICANT NAME	DATE RECEIVED	STATUS
1)	O	PDC	ServeRight Pros DBA: LawGistics Partners	12/9/2019	Posted. Ready for Board Review - Decision Needed.
2)	O	PAC	Andy Frain Services, Inc.	3/2/2020	Posted. Ready for Board Review.
3)	O	PAC	Off Duty Services, Inc.	6/19/2020	Posted. Under Review.
4)	O	PAI	William Charles Smith DBA: WCS Protection Services	6/22/2020	Posted. Ready for Board Review.
5)	O	PAC	Redi Transports LLC	6/22/2020	Posted. Tabled.
6)	V	PDC	Veteran Investigations Protection & Consulting LLC	8/5/2020	Posted. Ready for Board Review.
7)	V	PAC	Sentinel MN LLC DBA: Sentinel Asset Protection	8/27/2020	Not yet Posted. Under Review.
8)	V	PDC	Fire Pi, Inc.	8/27/2020	Posted. Under Review.
9)	O	PAC	Rozin Security Consulting LLC	9/10/2020	Not yet Posted. Under Review.

Legend:
A = Additional Application
O = Original Application
V = Veteran
SC = Status Change

OFFICER CHANGES AGING REPORT				September 2020	TOTAL OPEN FILES: 3
#	LICENSE HOLDER NAME	LIC #	TYPE	DATE RECEIVED	STATUS
1	Prosecur Services Group, Inc.	PAC 2011	CEO	7/9/2020	Under Review.
2	Prosecur Services Group, Inc.	PAC 2011	CFO	7/9/2020	Under Review.
3	AgTac Security LLC	PAC 2024	MM	9/24/2020	Under Review.

Board Members – With the implementation of Executive Order 20-25 and the suspension of renewal requirements we wanted to keep you informed of the backlog that is incurring.

BACKLOG AGING REPORT				September 2020	TOTAL OPEN FILES: 21
#	TYPE	#	LICENSE HOLDER	DATE DUE	STATUS
1)	PAC	337	Professional Security Consultants	9/1/2020	Issues Sent.
2)	PDI	1018	William G. Nelson	9/1/2020	Not Received.
3)	PAC	2078	Brosnan Risk Consultants, LTD	9/1/2020	Not Received
4)	PAC	336	RS Executive Protection, LLC	8/1/2020	Not Received.
5)	PDC	2019	Assets International, LLC	8/1/2020	Not Received.
6)	PAC	2075	Sandlie Consulting	8/1/2020	Not Received.
7)	PAC	2074	Sandlie Consulting	8/1/2020	Not Received.
8)	PDC	1125	Claims Verification, Inc.	7/1/2020	Not Received.
9)	PDC	2017	DigiStream Chicago, Inc.	7/1/2020	Not Received.
10)	PAC	2070	Strong Arm Protections, LLC	7/1/2020	Not Received.
11)	PDC	2013	Albin Acquisition Corporation	6/1/2020	Not Received.
12)	PAC	1121	Security Solutions Protective Agency	6/1/2020	Not Received.
13)	PAC	2068	Guardian Protective Agency	5/1/2020	Not Received.
14)	PDC	2067	Semper Fi Security, LLC	5/1/2020	Not Received.
15)	PAC	2005	Universal Security Corp.	3/1/2020	Not Received.
16)	PDC	2006	Universal Security Corp.	3/1/2020	Not Received.
17)	PAC	2053	Intermediate District 287	2/1/2020	Not Received.
18)	PAC	2052	Boutchantharaj Corporation	2/1/2020	Issues Sent.
19)	PDC	2057	Archangel Investigations & Protection, Inc.	2/1/2020	Pending Surrender Request.
20)	PDI	929	Warren J. Robinson	1/1/2020	Lapsed. Not Received.
21)	PAC	1190	Blueline Services	11/1/2019	Lapsed. Issues Sent.

PAC 1127 – Pro Dog Security – Explanation

Scott,

Thank you for the clarification. However there are still some issues regarding preassignment training of your employees. I input the ID card dates for when preassignment was completed and it seems that it did not fix the problem. Please see below for the outstanding preassignment dates and provide explanation as to the non-compliance:

Employee Name	Hire Date	Preassignment Date	Days Between
Anderson, Nathan	2/22/2019	3/18/2019	24
Hall, Aaron	1/31/2019	3/2/2019	30
Hager, Stephen	9/17/2018	11/1/2018	45
Harlow, Ethan	5/2/2019	6/5/2019	34
Leonard, John	1/25/2019	3/1/2019	35
Oatman, Jeyden	2/28/2019	5/1/2019	62
Sampson, Gregory	3/15/2019	6/10/2019	87
Volker, Scott	3/11/2019	6/10/2019	91

Apologies for the continuing issues. Much like everywhere, it's a little nuts around here – but that doesn't excuse the lapse on our end. The main reason for the gap is twofold: Keith is our only MN trainer and he went back to active duty law enforcement in 2018 so his schedule was restricted, and all of the named employees had limited availability; we got them in and trained as quickly as all schedules would allow. Unfortunately that meant that the window for training allowed in statute was missed.

PAC 1127 – Pro Dog Security, LLC

Cook stated that Pro Dog Security, LLC was originally Licensed August 2014, and the company's contingent status expired October 2016. The license holder currently employed 10 employees. Cook noted that two months prior to the license holder's renewal date, the agency sent them, via both email and USPS, their renewal packet. Cook stated that as the agency had not received the renewal by the due date, on August 2, 2016, they sent the license holder a notice that they had not received their renewal. Cook noted that On August 2, 2016, the license holder stated that they had sent it out the week prior. Cook stated that on August 3rd the agency received the renewal. Cook then stated that on August 17, 2016 the several issues with the renewal were sent to the license holder including blank spots and unanswered questions on the renewal application, additional funds were needed, Affidavit of Training issues, and incomplete proof of financial responsibility. Cook stated that on August 17, 2016, the license holder called the agency and stated he would work on the issues. On August 22, 2016, the agency received the proof of financial responsibility. On August 24, 2016, the agency received all other information, but there were still issues with the Affidavit of Training. Cook noted that the license holder sent an updated Affidavit of Training on August 29, 2016. As of that date, all documentation had been received. Cook stated that this was the license holder's first renewal and there was no disciplinary history found. Hodsdon stated that this contingency would have ended in October anyways. Cook affirmed. Hodsdon and Hessel both agreed that he was ahead of the ball in that sense. Hodsdon stated that it appears that the license holder had all documentation for renewal in order.

- **MOTION:** Moen moved for the contingency be lifted for Pro Dog Security, LLC. Hessel seconded the motion. Cook noted that in the past with contingencies being lifted, there had been a \$50 penalty for licenses who went into contingency due to circumstances within the control of the license holder. Moen amended the motion to include a \$50 penalty for the contingency. Hessel second the motion. Hodsdon stated that it had been moved and seconded lift the contingency with a \$50 administrative penalty for going into contingent status due to circumstances within the applicant's control. The motion carried.

PDC 1124 – Ethos Risk Services, LLC – Explanation

1. Per MN Statute 326.336 subd. 1 and subd. 2, all employees must have a state and federal background check completed, as well as an identification card issued, respectively. In order to confirm compliance with these statutes, we must have the dates on which these steps were completed. Please provide these for Micah Smith. If you cannot locate them, a new background check will need to be completed and an ID card issued.
 - a. **See explanation on #2**
2. Please provide explanation as to why Micah Smith began as the Qualified Representative/Minnesota Manager in September of 2018, and completed preassignment training on 8/7/2020, almost two years after hire. Be advised, per MN Statute 326.3361, all employees, including the QR/MM, must complete preassignment training within 21 days after hire.
 - a. **I was unable to find records which proved Micah Smith had the state and federal background check done (which he did so he could be approved). Nor could I find the original preassignment certificate. So Micah completed it on 8/7/2020. I do not have an ID card issued for Micah so I am unable to fill that in on the renewal form. I can have another state and federal background check done for Micah. Should I just submit new fingerprint cards? Please advise at to what would be the best way to handle this so we can get renewed asap. Thank you for your time assisting me with this.**

PDC 2071 – One Source Technology – Letter Requesting Waiver

Hi Stephanie,

Thank you for the clarification below as there was confusion on my part as to what was being requested.

Asurint requires each employee to carry an ID badge when on-premise of our corporate location. The ID badges contain a photo, name and department. They do not include Asurint's name or any contact information such as the address of the building. We've made that decision for security-related reasons. If an individual were to lose their badge for example, we would not want an individual who found the badge to know exactly where to go to enter Asurint's premises using the badge. Given the sensitive information we process on a daily basis – Asurint performs employment background checks for employers – this level of security is important to our organization.

The vast majority of our employees reside in Cleveland, Ohio, although we perform services for employers in every state. I am one of two Minnesota employees (the other is not involved in the background screening process, but rather is an IT-related employee). I do not work out of an office location and the work we conduct is all online. I do not go into Minnesota courthouses to complete criminal record research on an individual for example.

I offer the above to demonstrate why we do not meet the requirements for badges you've outlined below in the event that an exception may be made.

Thank you,

Kelly



September 17, 2020

State of Minnesota
Board of Private Detective and Protective Agent Services

Dear Members of the Board:

Thank you for taking the time to review the licensing application for REDI Transports, LLC. We understand that the board is questioning whether our presence in Minnesota has violated Minnesota statutes or administrative rules, thereby impeding our ability to be granted a license at this time. We apologize for the inconvenience this may cause you and are grateful for further review.

As you know, our agency is licensed as a private detective agency in the State of Wisconsin and all of our agents hold private security licenses through the Wisconsin Department of Safety and Professional Standards. Both the agency and our agents have been in good standing since our inception in 2006. This license permits us to work in the State of Wisconsin and across the United States while in the line of duty under the authority of the Sheriff. We have grown organically into surrounding states by way of inquiries and requests for services as a result of referrals from our Wisconsin partners and waning resources due to COVID-19 and recent social unrest.

At the board meeting on September 27, 2020, we confirmed that we do understand that there is currently no license reciprocity for out of state entities. Further, we learned that our understanding of the Minnesota Statutes was erroneous and that while some of our work was permissible, other work was not. Following our meeting, I directed our team to suspend operations immediately as we work through this process with you. It is our intention to correct our misunderstanding as quickly and efficiently as possible. Therefore, we respectfully submit the following materials for your review:

- A list of MN customers with a dates of service and a description of work
- A sample copy of the written communication dated September 10, 2020 that was sent via email to the Sheriff of every county on the aforementioned list
- A copy of a contract between The County of Dakota and REDI Transports LLC for Intrastate Secured Prisoner Transport Services. *Please note that though this contract exists, we have not done any intrastate work for Dakota County as indicated on the customer list provided*

Once again, we thank you for your consideration and review of these materials. We are hopeful that the board will take into account our positive intentions for pursuing licensure in Minnesota. Our company remains committed to offering a reliable solution for law enforcement agencies that are increasingly being asked to do more with less. We elected to continue the application process in the best interest of those Minnesota Sheriffs who need us most right now. We look forward to answering any additional questions you have on or before September 29, 2020 at 10:00 a.m. Please contact me at ccook@reditransports.com, or on my cell phone at 920-217-7481 for any further requests for information.

Sincerely,

A handwritten signature in black ink that reads "Crystal M. H. Cook".

Crystal M. H. Cook
President

REDI Transports

October 1, 2019 through September 1, 2020

Date	Memo	Name	Number of Transports
Chisago County Sheriff's Office			
01/17/2020	Secure Transport	Chisago County Sheriff's Office	1
03/11/2020	Secure Transport	Chisago County Sheriff's Office	1
TOTAL			2
Clay County Sheriff's Office			
11/18/2019	Secure Transport	Clay County Sheriff's Office	1
04/08/2020	Secure Transport	Clay County Sheriff's Office	1
07/13/2020	Secure Transport	Clay County Sheriff's Office	1
TOTAL			3
Dakota County Jail			
10/14/2019	Secure Transport	Dakota County Jail	1
10/23/2019	Secure Transport	Dakota County Jail	1
11/19/2019	Secure Transport	Dakota County Jail	1
11/22/2019	Secure Transport	Dakota County Jail	1
11/22/2019	Secure Transport	Dakota County Jail	1
12/11/2019	Secure Transport	Dakota County Jail	1
12/19/2019	Secure Transport	Dakota County Jail	1
12/31/2019	Secure Transport	Dakota County Jail	1
12/31/2019	Secure Transport	Dakota County Jail	1
02/01/2020	Secure Transport	Dakota County Jail	1
02/10/2020	Secure Transport	Dakota County Jail	1
02/28/2020	Secure Transport	Dakota County Jail	1
03/31/2020	Secure Transport	Dakota County Jail	1
05/13/2020	Secure Transport	Dakota County Jail	1
05/19/2020	Secure Transport	Dakota County Jail	1
05/26/2020	Secure Transport	Dakota County Jail	1
06/03/2020	Secure Transport	Dakota County Jail	1
06/26/2020	Secure Transport	Dakota County Jail	1
07/31/2020	Secure Transport	Dakota County Jail	1
08/17/2020	Secure Transport	Dakota County Jail	1
08/31/2020	Secure Transport	Dakota County Jail	1
TOTAL			21
Goodhue County Sheriff's Office			
01/17/2020	Secure Transport	Goodhue County Sheriff's Office	1
03/13/2020	Secure Transport	Goodhue County Sheriff's Office	1
TOTAL			2
Mower County Sheriff's Office			
11/12/2019	Secure Transport	Mower County Sheriff's Office	1
11/19/2019	Secure Transport	Mower County Sheriff's Office	1
02/20/2020	Secure Transport	Mower County Sheriff's Office	1
04/20/2020	Secure Transport	Mower County Sheriff's Office	1
04/27/2020	Secure Transport	Mower County Sheriff's Office	1
06/03/2020	Secure Transport	Mower County Sheriff's Office	1
07/31/2020	Secure Transport	Mower County Sheriff's Office	1
TOTAL			7
Olmsted County Sheriff's Office			
10/14/2019	Secure Transport	Olmsted County Sheriff's Office	1

REDI Transports

October 1, 2019 through September 1, 2020

Date	Memo	Name	Number of Transports
11/12/2019	Extradition Location - Illinois	Secure Transport	1
11/12/2019	Extradition Location - Illinois	Secure Transport	1
11/22/2019	Extradition Location - Illinois	Secure Transport	1
12/11/2019	Extradition Location - Ohio	Secure Transport	1
12/31/2019	Extradition Location - Georgia	Secure Transport	1
01/17/2020	Extradition Location - Florida	Secure Transport	1
01/27/2020	Extradition Location - Georgia	Secure Transport	1
02/11/2020	Extradition Location - Illinois	Secure Transport	1
02/20/2020	Extradition Location - California	Secure Transport	1
02/27/2020	Extradition Location - Illinois	Secure Transport	1
04/14/2020	Extradition Location - North Carolina	Secure Transport	1
04/14/2020	Extradition Location - Illinois	Secure Transport	1
04/30/2020	Extradition Location - Florida	Secure Transport	1
05/13/2020	Extradition Location - Mississippi	Secure Transport	1
05/19/2020	Extradition Location - Nebraska	Secure Transport	1
06/22/2020	Extradition Location - Idaho	Secure Transport	1
08/31/2020	Extradition Location - Texas	Secure Transport	1
TOTAL			18
Redwood County Sheriff's Office			
03/31/2020	Extradition Location - Washington	Secure Transport	1
TOTAL			1
St. Louis County Sheriff's Office			
12/31/2019	Extradition Location - California	Secure Transport	1
01/17/2020	Extradition Location - California	Secure Transport	1
03/11/2020	Extradition Location - Georgia	Secure Transport	1
03/13/2020	Extradition Location - Tennessee	Secure Transport	1
05/26/2020	Extradition Location - Texas	Secure Transport	1
06/17/2020	Extradition Location - Wyoming	Secure Transport	1
TOTAL			6
Stearns County Sheriff's Office			
10/07/2019	Extradition Location - California	Secure Transport	1
10/14/2019	Extradition Location - Washington	Secure Transport	1
10/28/2019	Extradition Location - Ohio	Secure Transport	1
10/29/2019	Extradition Location - Florida	Secure Transport	1
11/22/2019	Extradition Location - Colorado	Secure Transport	1
TOTAL			5
Washington County Sheriff's Office-MN			
01/17/2020	Extradition Location - Texas	Secure Transport	1
04/30/2020	Extradition Location - Illinois	Secure Transport	1
08/24/2020	Extradition Location - California	Secure Transport	1
TOTAL			3
Wright County Sheriff's Office			
12/11/2019	Extradition Location - California	Secure Transport	1
02/10/2020	Extradition Location - Nebraska	Secure Transport	1
06/17/2020	Extradition Location - Georgia	Secure Transport	1
TOTAL			3
TOTAL TRANSPORTS			71



September 10, 2020

Dear Sheriff Leslie:

We recently learned that REDI Transports needs to secure a protective agency license in the State of Minnesota in order to perform work for agencies in Minnesota. We are undergoing the license application process, but we regret to inform you that we must suspend operations in the state of Minnesota until the license is granted.

Our agency is licensed as a private detective agency in the State of Wisconsin and all of our agents hold private security licenses through the Wisconsin Department of Safety and Professional Standards. A Minnesota county inquired about our credentials in the State of Minnesota relative to the statutes. After review, we determined that while some of our work was permissible, other work was not. It was then that we began the application process for licensure.

On August 27, 2020, we met virtually with The Minnesota Private Detective and Protective Agents Board to review our application. During that meeting, we learned that our interpretation of the statutes was erroneous. At their request, we are providing information related to the work we have done. I have directed our team to suspend operations immediately as we work through this process. It is our intention to correct our misinterpretations and resolve any interruptions to service as quickly and efficiently as possible so that we can continue to serve our valued customers.

We sincerely apologize for the oversight as well as the inconvenience it causes you. We will personally reach out to you to keep you updated and informed on our application process. In the meantime, please feel free to contact regarding any questions you might have. I can be reached by email at ccook@reditransports.com or on my cell phone at 920-217-7481. We are grateful for the relationship we have with you and your employees and we appreciate your understanding. Be safe and be well.

Sincerely,

Crystal M. H. Cook

Crystal M. H. Cook
President

**CONTRACT BETWEEN THE COUNTY OF DAKOTA
AND REDI TRANSPORTS LLC
FOR INTRASTATE SECURED PRISONER TRANSPORT SERVICES**

This Contract is between County of Dakota through its Sheriff's Office ("County") and Redi Transports LLC, 1015 Challenger Ct, Green Bay, WI 54311, ("Contractor"). Contractor is a Wisconsin Corporation. This Contract uses the word "parties" for both County and Contractor.

WHEREAS, the County requires services for intrastate transport of prisoners being held in other states within the continent of the United States for extradition, as identified in the Contractor's Proposal, attached and incorporated as Exhibit 1; and

WHEREAS, the Contractor represents, covenants, and warrants it can and will perform the services according to the provisions of this Contract and Contractor's Proposal ("Contractor's Proposal"), attached and incorporated as Exhibit 1; and

ACCORDINGLY, the parties agree:

1. TERM

This Contract is effective and enforceable on March 1, 2020 ("Effective Date") and expires on March 1, 2021 or the date on which all Services have been satisfactorily performed and final payment is made, whichever occurs first.

2. CONTRACTOR'S OBLIGATIONS

2.1. General Description. Contractor shall provide the services generally described in the two-page Contractor's Proposal in addition to those described below (collectively, "Services").

A. Incidents. Anytime there is an incident of escape, use of force, or automobile accident involving a County inmate who is in the custody of the Contractor, Contractor must submit a report to the County within a reasonable amount of time from the incident.

B. Location. The Contractor will pick-up the County's inmate from a facility in another State as specified by the County and provide ground transportation from the facility to the Dakota County Jail located at 1580 Highway 55, Hastings, Minnesota.

C. Confirmation. Prior to the Contractor's transport of the inmate, the parties will provide and discuss the following information, respectively:

1. The County will provide to the Contractor:
 - i. Pick-up location of inmate, including name and address of facility,
 - ii. Deadline date in which the inmate must be picked up.
 - iii. Adequate information to ensure the correct inmate is transported and to ensure the transport is safe, which includes without limitation:
 - information necessary to accurately identify the inmate;
 - health and safety information necessary to ensure the safety and health of the inmate and others during the transport; and
 - information necessary to accommodate any known disabilities.
2. Anticipated arrival date and time at the Dakota County Jail.
3. Proper transportation documentation such as Waiver of Extradition or any like documents required to transport inmates across state lines.

D. Air Transport. For distances greater than 700 miles, the Contractor must provide the County with a separate written quote for cost related to transporting an inmate by air. The County is under no obligation to accept the terms regarding air transportation, and may use another contractor to transport inmates who are detained at locations greater than 700 miles.

- 2.2. Conformance to Specifications. Contractor represents, covenants, and warrants it can and will perform the Services in a timely manner according to this Contract.
- 2.3. Standard of Care. In the performance of the Services, Contractor shall use the care and skill a reasonable practitioner in Contractor's profession would use in the same or similar circumstances.
- 2.4. Ability to Perform. Contractor shall maintain staff, facilities, and equipment necessary to perform under this Contract. Contractor shall promptly provide Notice to the County when it knows or suspects it may be unable to perform under this Contract. The County shall determine whether such inability requires amendment or termination of this Contract. No Notice of Default is required to terminate under this section.
- 2.5. Changes in Policy or Staff. The County may terminate this Contract by providing 10 calendar days' Notice if the Contractor makes or proposes significant changes in policies or staffing.
- 2.6. Successors and Assigns. In order to continue Services under the Contract and subject to the County's prior written consent, in the event of a voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business, all rights, duties, liabilities, obligations, and provisions of this Contract bind, benefit, and are assumed by the successors, legal representatives, trustees, or assigns of the Contractor as permitted by the County.

3. PAYMENT

- 3.1. Total Cost. County will pay Contractor a total amount not to exceed Ninety Nine Thousand and Zero/100 Dollars (\$99,000.00) ("Contract Maximum"). The Contract Maximum is not subject to any express or implied condition precedent. The County is not required to pay for any minimum amount of any Services.
- 3.2. Compensation. The County shall pay for purchased Services in the fixed amounts set out in the Contractor's Proposal.
- 3.3. Time of Payment. The County shall pay Contractor within 35 calendar days after the date on which Contractor's invoice is received. If the invoice is incorrect, defective, or otherwise improper, the County will notify Contractor within 10 calendar days after the date on which the invoice is received. The County will pay Contractor within 35 calendar days after the date on which the corrected invoice is received.
- 3.4. Interest on Late Payments. This provision is required by Minn. Stat. § 471.425. The County shall pay interest of 1 ½ percent per month or any part of a month to the Contractor on any undisputed amount that is not paid on time. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the County shall pay the actual interest penalty due the Contractor.
- 3.5. Late Request for Payments. The County may refuse to pay invoices received or postmarked more than 90 calendar days after the date that the invoiced Services were performed.
- 3.6. Payment for Unauthorized Claims.
 - A. Payment does not prevent the County from disputing the claim. Payment of a claim is not a waiver, admission, release, ratification, satisfaction, accord, or account stated by the County.
 - B. The County is not responsible for any interest, fee, or penalty if it withholds payment for failure to comply with any provision of this Contract or during the pendency of an audit or inspection.
 - C. If the County requires an audit or inspection, the County does not have to pay any invoices until the audit or inspection is complete. Upon completion of the audit or inspection, the County will pay the Contractor pursuant to the time period for payment after receipt of an invoice.

D. The County may offset any overpayment or disallowance of claim by reducing future payments.

4. COMPLIANCE WITH LAWS/STANDARDS

- 4.1. General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Contract or to the facilities, programs, and staff for which Contractor is responsible. Contractor agrees that for each transport, Contractor will send adequately trained personnel to effectively and safely transport inmates, including ensuring the transport vehicle is safe and fully equipped with necessary items needed during of the transport, that the inmate is secure in the vehicle, and that proper restraint equipment is used. This further includes Contractor's compliance with the Prison Rape Elimination Act, and related implementing regulations. This also includes, but is not limited to, all Standard Assurances, which are attached and incorporated as Exhibit 2. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.
- 4.2. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Contract, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Contract must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 4.3. Licenses. At its own expense, Contractor shall procure and maintain all licenses, certifications, registrations, permits, or other rights required to perform the Services under this Contract. Contractor shall furnish copies of the above to the County upon request. Contractor shall provide Notice to the County of any changes in the above within 5 calendar days of the change. Any violation of this section is a material breach of this Contract. No Notice of Default is required to terminate under this section.

5. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. Nothing in this Contract is intended to create an employer and employee relationship between the County and the Contractor. Contractor is not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits. Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor, and that it is Contractor's sole obligation to comply with the applicable provisions of all State and Federal tax laws.

6. NOTICES

- 6.1. Each Notice must be signed by the Authorized Representative. Notices may be signed electronically. Unless otherwise stated in a specific section of this Contract, any notice or demand, (collectively, "Notice") must be in writing and provided to the Authorized Representative by at least one of the following:
- A. Personal delivery, which is deemed to have been provided upon receipt as indicated by the date on the signed affidavit; or
 - B. Registered or Certified Mail, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - C. Nationally or internationally recognized overnight courier, with tracking service with all fees and costs prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit; or
 - D. Except for Notices of Termination and Notices of Default, email, which is deemed to have been provided upon receipt as indicated by the date on a report generated by the outgoing email server indicating that the email was successfully sent, passed, or transmitted to the email server of the Authorized Representative's email address, or upon receiving an email confirming delivery to the Authorized Representative's email address.

6.2. If the Authorized Representative rejects or otherwise refuses to accept the Notice, or if the Notice cannot be provided because of a change in contact information for which no Notice was provided, then the Notice is effective upon rejection, refusal, or inability to deliver.

7. INDEMNIFICATION

7.1. General. To the greatest extent allowed by law, in the performance of or failure to perform this Contract, Contractor shall indemnify, defend (in the case of third-party claims, with counsel satisfactory to County), and hold harmless the County, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "Losses"), whether or not involving a third party, which are attributable to Contractor's, or Contractor's agents', independent contractors', employees', or delegates', actual or alleged:

A. Intentional, willful, or negligent acts or omissions; or

B. Actions or omissions that give rise to strict liability; or

C. Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract whether or not well-founded in fact or in law, known or unknown, foreseen or unforeseen, fixed or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Contract.

7.2. Limitations. The indemnification obligations of this section do not apply to the extent that liability is the direct or proximate result of the County's negligence. This limitation is not a waiver on the part of the County of any immunity or limits on liability under Minn. Stat. Ch. 466, or other applicable State or Federal law.

7.3. Notice. The parties shall promptly provide Notice in writing and in reasonable detail of:

A. Any demand, action, suit, or proceeding against the party providing Notice; or

B. Any event or fact that may give rise to indemnification under section 7.1 by Contractor.

7.4. Control of Defense and Settlement. Contractor shall promptly provide Notice to the County of any proposed settlement, and Contractor may not, without County's prior written consent (which the County will not unreasonably withhold, condition, or delay), settle such claim or consent to entry of any third-party judgment. Nothing in this section precludes Contractor from allowing County to undertake control of the defense.

8. INSURANCE

Contractor shall maintain policies of insurance as set forth in Exhibit 3, and pay all retentions and deductibles under such policies of insurance. Any violation of this section is a material breach of this Contract. This section survives expiration or termination of this Contract. No Notice of Default is required to terminate under this section.

9. SUBCONTRACTING

9.1. Subcontracting Generally Prohibited. Contractor shall not assign or delegate any interest, right, duty, or obligation related to this Contract without the County's prior written consent. The County may void any purported assignment, delegation, or subcontract in violation of this section.

- 9.2. Permitted Subcontracting. Contractor may subcontract with the subcontractors identified in Contractor's Proposal or as permitted by the County in writing, subject to the following:
- A. Contractor shall be responsible for the performance of its subcontractors.
 - B. All subcontractors shall comply with the provisions of this Contract.
 - C. Contractor remains responsible for performing Services under and complying with this Contract, regardless of any subcontract.
- 9.3. Notice to County. Contractor shall provide Notice to the County of any complaint, demand, action, proceeding, filing, lien, suit, or claim that Contractor has not paid or failed to timely pay any subcontractor. Notice must be provided no later than 10 calendar days after the date on which the Contractor first receives the complaint, demand, action, proceeding, filing, lien, suit, or claim.
- 9.4. Payment of Subcontractors. This provision is required by Minn. Stat. § 471.425. Contractor shall pay the subcontractor within 10 calendar days after the date on which the Contractor receives payment from the County for undisputed Services performed by the subcontractor. Contractor agrees to pay interest of 1½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For unpaid balances of less than \$100, the Contractor shall pay the actual interest penalty due the subcontractor.
- 9.5. A violation of any part of this section is a material breach of contract.

10. FORCE MAJEURE

Neither party shall be liable to the other party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

11. DEFAULT

- 11.1. Notice of Default. Unless otherwise stated in a specific section of this Contract, no event or circumstance constitutes a default giving rise to the right to terminate for cause unless and until a Notice of Default is provided to the defaulting party, specifying the particular event or circumstance, series of events or circumstances, or failure constituting the default and cure period, if any.
- 11.2. Cure Period. The party providing the Notice of Default has the option, but is not required, to give the other party an opportunity to cure the specified default. If an opportunity to cure is given, it must be specifically described in the Notice of Default, including any period in which to comply.
- 11.3. Withholding Payment. Notwithstanding any other provision of this Contract, the County may, after giving Notice of Default, withhold, without penalty or interest, any payment which becomes due after Notice of Default is provided until the specified default is excused or cured, or the Contract is terminated.

12. TERMINATION

- 12.1. Termination Without Cause. Either party may terminate this Contract without cause by providing 30 calendar days' Notice of Termination to the other party.
- 12.2. Termination for Cause or Material Breach. Either party may terminate this Contract for cause by providing 7 calendar days' Notice of Termination to the other party, unless a different procedure or effective date is stated within the

specific section of this Contract under which the default occurs. In addition to other specifically stated provisions of this Contract or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:

- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Contract;
- B. Failure to perform Services or provide payment within the time specified in this Contract;
- C. Failure to perform any other material provision of this Contract;
- D. Failure to diligently and timely perform Services so as to endanger performance of the provisions of this Contract;
- E. The voluntary or involuntary dissolution, merger, sale, transfer, reorganization, acquisition or winding down of the Contractor's business.

12.3. Termination by County – Lack of Funding. The County may immediately terminate this Contract for lack of funding. A lack of funding occurs when funds appropriated for this Contract as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any Services that are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.

12.4. Notice of Termination. The Notice of Termination must state the intent to terminate the Contract and specify the events or circumstances and relevant Contract provision warranting termination of the Contract and whether the termination is for cause.

12.5. Duties of Contractor upon Termination. Upon the County providing of the Notice of Termination, and except as otherwise stated, Contractor shall:

- A. Discontinue performance under this Contract on the date and to the extent specified in the Notice of Termination.
- B. Complete performance of any work that is not discontinued by the Notice of Termination.
- C. Cooperate with County with any transition of Services.
- D. Cancel all orders and subcontracts to the extent that they relate to the performance of this Contract.
- E. Return all County property in its possession within 7 calendar days after the date on which the Contractor receives the Notice of Termination to the extent that it relates to the performance of this Contract that is discontinued by the Notice of Termination.
- F. Submit an invoice for Services satisfactorily performed prior to the effective date of termination within 35 calendar days of said date.
- G. Maintain all records relating to the performance of the Contract as may be directed by the County in the Notice of Termination or required by law or this Contract.

12.6. Duties of County upon Termination of the Contract for Cause or Without Cause. Upon delivery of the Notice of Termination, and except as otherwise provided, the County shall make final payment to Contractor in accordance with section 3.3 of this Contract for Services satisfactorily performed.

12.7. Effect of Termination for Cause or without Cause.

- A. Termination of this Contract does not discharge any liability, responsibility, or right of any party that arises from the performance of, or failure to adequately, perform the provisions of this Contract prior to the effective date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination, including by way of illustration only and not limitation, the requirements set forth in Exhibit 2 (Standard Assurances) and the indemnity provisions of section 7.
- B. The County shall not be liable for any Services performed after Notice of Termination, except as stated above or as authorized by the County in writing.

13. **CONTRACT RIGHTS AND REMEDIES**

- 13.1. Rights Cumulative. All remedies under this Contract or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.
- 13.2. Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Contract. The County's failure to enforce any provision of this Contract does not waive the provision or the County's right to enforce it.

14. **AUTHORIZED REPRESENTATIVE**

- 14.1. The Authorized Representatives of the respective parties for purposes of this Contract are as follows:

To Contractor:
Crystal Cook
President
1015 Challenger Drive
Green Bay, WI 54311
Telephone: 920-593-6810
Ccook@reditransports.com

To the County:
Joseph Leko
Chief Deputy
Dakota County Sheriff's Office
1580 Hwy 55
Hastings, MN 55033
Telephone: 651-438-4702
Joseph.Leko@CO.DAKOTA.MN.US

- 14.2. The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Contract. The County's Authorized Representative shall have only the authority granted by the County Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract.

- 14.3. In addition, Notices regarding breach or termination shall also be provided to:

Dakota County Attorney's Office
Civil Division
1560 Highway 55
Hastings, Minnesota 55033.

15. **LIAISON**

- 15.1. The Liaisons of the respective parties for purposes of this Contract are as follows:

Contractor Liaison: Alicia M Stevenson
Telephone: 920-593-6810
Email Address:

County Liaison: James Gabriel
Telephone: (651) 438-4802
Email Address: James.Gabriel@CO.DAKOTA.MN.US

15.2. The Liaison, or his or her successor, has authority to assist the parties in the day-to-day performance of this Contract, ensure compliance, and provide ongoing consultation related to the performance of this Contract. The parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Contract.

16. OWNERSHIP OF WORK PRODUCT

As the County's contractor for hire, the County shall own in perpetuity, solely and exclusively, all rights of every kind and character, in all proceeds, works, drawings, products, plans, and all other materials created by Contractor pursuant to this Contract (collectively referred to as "Works"), and the County shall be deemed the author thereof for all purposes. Such Works are deemed "works for hire," as defined in the U.S. Copyright Act, 17 U.S.C. § 101. Contractor shall, upon the request of the County, execute all papers and perform all other acts necessary to assist the County to obtain and register copyrights on such Works. If, for any reason, any of the Works do not constitute a "work made for hire," Contractor hereby irrevocably assigns to the County, in each case without additional consideration, all right, title, and interest throughout the universe in and to the works, including all copyrights therein. This does not include existing software, web platforms and current hardware used by the provider in its business.

17. AMENDMENTS

Any amendments to this Contract are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

18. SEVERABILITY

The provisions of this Contract are severable. If any provision of this Contract is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Contract unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Contract with respect to either party.

19. MERGER

19.1. Final Agreement. This Contract is the final expression of the agreement of the parties. This Contract is the complete and exclusive statement of the provisions agreed to by the parties. This Contract supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

19.2. Exhibits. The following Exhibits and addenda, including all attachments, are incorporated and made a part of this Contract:

- Exhibit 1 - Contractor's Proposal and Pricing
- Exhibit 2 – Standard Assurance
- Exhibit 3 – Insurance Terms

19.3. By signing this Contract, Contractor acknowledges receipt of all the above Exhibits and addenda, including all attachments. If there is a conflict between any provision of any Exhibit and any provision in the body of this Contract, the body of this Contract will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, the body of this Contract. If there is a conflict between any provision of an Exhibit and another Exhibit, the following is the order of precedence: Exhibit 1, Exhibit 2.

20. CONFIDENTIALITY

- 20.1. "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a. Trade Secret Data as defined in Minn. Stat. § 13.37, subd. 1(b) shall be identified by Contractor to County and included in the definition of Protected Data.
- 20.2. For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. Chapter 13 and its implementing rules, as well as any other applicable State or Federal laws on data privacy or security. Contractor must comply with, and is subject to, the provisions, remedies, and requirements of the MGDPA as if it were a governmental entity.
- 20.3. Contractor acknowledges that the County may transmit Protected Data to Contractor in connection with Contractor's performance of this Contract. Contractor shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose Protected Data to any third party in any way whatsoever, unless required or allowed by law. Contractor agrees to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish the County with a copy of said procedures upon request.
- 20.4. Each party shall provide the other party with prompt Notice of a breach of the security of data as defined in Minn. Stat. § 13.055, subd. 1(a) or suspected breach of the security of data and shall assist in remedying such breach. Providing or accepting assistance does not constitute of waiver of any claim or cause of action for breach of contract.
- 20.5. Contractor shall cooperate with the County in responding to all requests for data. Contractor does not have a duty to provide access to public data if the public data are available from the County, except as required by the provisions of this Contract. The parties shall promptly notify each other when any third party requests Protected Data related to this Contract or the Services. Contractor shall ensure that all subcontracts contain the same or similar data practices compliance requirements. All provisions of this Section apply to any subcontract or subcontractor.
- 20.6. This section survives expiration or termination of this Contract.

21. CONTRACT INTERPRETATION AND CONSTRUCTION

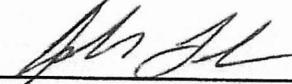
This Contract was fully reviewed and negotiated by the parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Contract shall not be resolved strictly against the party that drafted the Contract. It is the intent of the parties that every section (including any subsection), clause, term, provision, condition, and all other language used in this Contract shall be constructed and construed so as to give its natural and ordinary meaning and effect.

22. WAGE WITHHOLDING TAX

Pursuant to Minn. Stat. § 270C.66, County shall make final payment to Contractor only upon satisfactory showing that Contractor and any subcontractors have complied with the provisions of Minn. Stat. § 290.92 with respect to withholding taxes, penalties, or interest arising from this Contract. A certificate by the Minnesota Commissioner of Revenue (Minnesota Department of Revenue Form IC-134, entitled "Withholding Affidavit for Contractors") satisfies this requirement with respect to the Contractor or subcontractor. Form IC-134 Form and Instructions are found at <http://www.revenue.state.mn.us/Forms and Instructions/ic134.pdf>.

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

COUNTY OF DAKOTA

By: 
Joseph Leko, Chief Deputy Sheriff
Dakota County Sheriff's Office
1580 Hwy 55
Hastings, MN 55033

Date of Signature: 02/12/2020

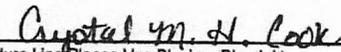
Approved as to form:

/s/Amelia Jadoo 2/12/2020
Assistant County Attorney Date

County Attorney File No. KS-20-79

CONTRACTOR

(I represent and warrant that I am authorized by law to execute this contract and legally bind the Contractor.)

By: 
(Signature Line Please Use Black or Blue Ink)

Crystal M. H. Cook, CEO/PRESIDENT
(Print Name and Title)

1015 Challenger Ct.

Green Bay, WI 54311
(Print Address, City, State Zip Code)

Date of Signature: February 12, 2020



KEVIN TORGERSON

Olmsted County Sheriff

101 4th Street SE, Rochester, MN 55904-3718

Law Enforcement Center: 507-328-6750

Adult Detention Center: 507-328-6790

Emergency Operations Center: 507-328-6100

911 Communications Center: 507-328-6800

September 8th, 2020

Gregory Cook
Executive Director
Minnesota Board of Private Detectives and Protective Agents
Bureau of Criminal Apprehension
1430 Maryland Avenue East
St. Paul, MN 55106

Executive Director Cook,

I have been informed that we, the Olmsted County Sheriff's Office, are no longer able to use our extradition transport company, REDI, which is located in Green Bay, Wisconsin, due to licensing issues within the State of Minnesota.

While the Olmsted County Sheriff's Office is not privy to all the information surrounding this decision, we are disappointed in the fact that we have lost an extremely dependable service that provides timely, safe, and cost-efficient transportation of detainee's that have completed the extradition process.

In 2019, the Olmsted County Sheriff's Office completed 10 extradition requests/transportations at a very cost-efficient rate. Those extradition transports were problem-free and timely which is why we choose REDI to complete our extradition process.

In order to maintain a manageable transport and extradition budget, in difficult financial times, we are respectfully requesting that the Minnesota Board of Private Detectives and Protective Agents allow REDI to obtain, without penalty, their license to conduct transportation functions within the State of Minnesota, namely with the Olmsted County Sheriff's Office.

We truly appreciate your expedited consideration in this matter.

Thank you,

Sheriff Kevin Torgerson
Olmsted County Sheriff's Office
101 4th ST SE
Rochester, MN 55904
Torgerson.kevin@co.olmsted.mn.us

Greg,

Thanks again for the reply. I clearly understand your concern about expressing a statute interpretation with regard to TSCM. I read the minutes you provided below and now have a better understanding as to your board's opinion on the topic. I will immediately be applying for a PI license in Minnesota to abide by their opinion and decision. However, I would like to offer some commentary and suggestions at your next virtual Board meeting.

In my opinion, your current statute is lacking specific definition with regard to TSCM (Technical Surveillance Countermeasures). TSCM is a very specialized and technical field and it should have its own license requirements as required by North Carolina. Unfortunately, there are many private investigators that are ripping clients off by offering totally inferior bug sweep services and actually conducting deceptive business practices. I have had many clients tell me horror stories of PI's charging thousands of dollars to conduct a so-called bug sweep where the PI only used a cheap \$50 RF detector and finished an entire house sweep in 15-20 minutes! OMG, we show up with 20+ sophisticated electronic devices totaling more than \$150,000.00 and it takes us 4-8 hours to physically & electronically sweep a residence for eavesdropping devices that are on or off, wired or wireless.

It seems to me that simply having 6,000 hours of investigative experience to be able to conduct TSCM bug sweeps is not beneficial to the public. A true TSCM technician is highly skilled in electronics, has hundreds of hours of manufacture or military TSCM training, and years of TSCM experience. They also utilize very expensive and sophisticated signal detection devices to determine the presence of hidden cameras, audio/video transmitters, recording devices, Wi-Fi hacking, and GPS trackers.

The only states that currently require a PI license to conduct TSCM are Nevada, Michigan and North Carolina. However, you actually have to get a TSCM license in North Carolina and have been a graduate of specific certified schools and have documented TSCM experience. If you are going to require a license for TSCM, there should be specific license qualifications as in North Carolina.

Please provide me with an application for a Minnesota PI license and also details on participating in the next virtual Board meeting if you feel I could be of any benefit.

Jimmie

Jimmie N. Mesis, TSCM, LPI, BAI
President



4400 Route 9, Suite 1000

Freehold, NJ 07728 USA

T - 888-808-4802 | F - 888-808-7803

T - 732-866-4110 | F - 732-308-3314

August, 2014

Legislative Proposals

Hodsdon advised that he is unsure of the time they have to address the proposals, but he has had time to review the materials submitted by both Chuck Thibodeau and Mike Roberts. Hodsdon advised when he looked at Mike Robert's material, one of the three items was bug sweeps not being licensed or regulated. Hodsdon stated that he does not see any reason, if people are doing technical counter surveillance measures, why that is not a regulated licensed activity. Hodsdon stated if they are getting paid that to him that is the electronic version of walking around and checking doors and he does not know why it would not be a regulated licensed activity. Hessel inquired if Roberts knows what other states that this activity is regulated in. Roberts stated he is not sure of all the other states but there are several other states that require licensing for that service. Hodsdon inquired if the licensing required was separate and distinct from a private investigator license. Roberts stated no, that the activity requires a private investigator license. Roberts stated there are certain licenses needed to do certain tasks under the TSCM, but the license itself falls under the category of either private detective or private investigator. Roberts stated that due to some of the concerns he noted, as well as data privacy issues concerned with the work that private investigators do, Roberts advised that he would highly suggest that at some point in time this gets regulated so they can put forth some standards as to how you go about conducting a TSCM inspection.

Hodsdon stated that he feels if there is someone out there making a living doing this they already should be licensed by this Board. Hessel inquired what the requirements would be; would they be the same as a private investigator or would it be 6,000 hours of bug sweeps rather than investigations. Hodsdon stated that bug sweeps are an aspect of investigation. Hessel agreed and inquired if Hodsdon felt the requirements should be the same; Hodsdon agreed they should be the same. Hodsdon stated when you look at the statutes and the definition of what you need a license for the definition is pretty clear that you need to be licensed. Hodsdon stated that when he reviewed Roberts material he feels those people are covered and if someone is making a living doing that kind of work they need to be licensed by this Board or they are engaging in unlicensed practices. Hessel agreed.

Cook inquired from the Board members that if someone was to file a complaint against someone offering TSCM services, and we would support law enforcement as we do with other such matters, the Board is comfortable in saying that TSCM is covered under our statutes as having to be licensed. Hodsdon stated if someone wanted to prosecute it and wanted to call him as a representative of this Board, in my opinion I would say they need to be licensed in order to engage in this activity; just like I would for pre-employment background investigations. Hodsdon advised that if they are being paid do this then they fall within the scope of the Board's coverage; just like if they are being paid to drive around a security officer squad wearing a uniform, stand down and direct traffic and all the other things that are listed as to what they have to do. Cook stated that there are a number of things that the Board needs to discuss, but inquired if this is one of the things that the Board believes is already covered by the statutes and does not need any further statutory language. Hessel agreed with Cook's statement. Hodsdon stated that he agrees with Cook's point in his submissions to the Board that many of the topics may be a matter of educating the regulatory community, those

that should be regulated, their consumers, and the prosecution and law enforcement community; which Hodsdon knows the agency has been working on.

Hodsdon stated that he agrees with some of the proposals that have been discussed, and that Chuck had some good points about clarifying some language and that Cook had some good points about repetitive language such as having both Minnesota managers and qualified representatives. Hodsdon stated that the agency would be able to provide some relief to the industry if the legislature accepts some of these proposals to cut down some of the bureaucracy while still advancing the professionalism of the industry. Hodsdon stated that process of how to put together these proposals on a legislative slate is a little different than some in the agency may be used to due to the bureaucratic structure that requires them to sell the ideas internally to the executive branch first where as some of those out in the field are willing to find a legislature to help them proceed but this agency is not in that role.

September 2014

Cook requested to discuss bug sweeps and computer forensics. Cook stated that last month the board determined that bug sweeping is a licensed activity. The board agreed that that is what they decided. Cook then moved onto computer forensics. Cook asked the board is computer forensics is a licensable offense. Cook stated he has been receiving many inquiries, including Freedom of Information Act and Data Requests on the subject.



September 21, 2020

SENT VIA E-MAIL ONLY

State of Minnesota Board of Private Detective
and Protective Agent Services
1430 Maryland Avenue East
St. Paul, Minnesota 55106
mn.pdb@state.mn.us

Re: Request to Address Board on September 29, 2020

Dear Board Members:

American Security, L.L.C. (“ASI”) is a license holder that for decades has performed contract security services in the State for Minnesota.

The purpose of this letter is to request an audience at the next regularly-scheduled Board meeting on **September 29, 2020**. ASI will be acquiring substantially all of the assets of another Minnesota license holder effective September 27, 2020. As part of the acquisition, ASI will be onboarding approximately 80-85 security officers of the current license holder.

Accordingly, ASI will respectfully ask the Board to grant a temporary short-term waiver of the background screening and other requirements for those officers of the current license holder who will be joining ASI, all of whom have met all background screening and other requirements of the Board. This request is very time-sensitive as the officers will need to stand post immediately following the acquisition.

We look forward to answering any questions the Board may have on September 29, 2020.

Sincerely,

/s Frank Flores

President & Chief Operating Officer
American Security and Investigations, LLC.
1717 University Avenue West | St. Paul, MN 55104
fflores@americansecurityllc.com | www.americansecurityllc.com
651-523-6821 (direct) | 651-425-8898 (cellular) | 651-641-1717 (corporate)

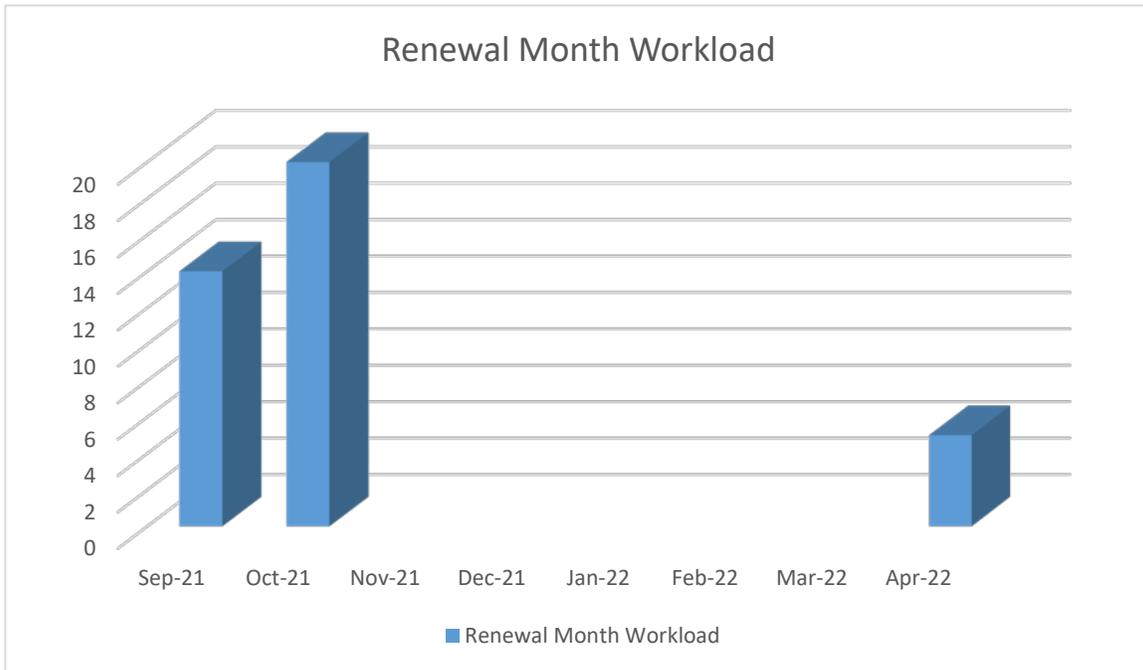
Hard Target, Inc. – Request for New Renewal Date

Summary:

License Holder would like to request a new renewal date due to being able to afford fees associated with reissuance applications. License Holder stated that he would prefer October of 2021 to be the new reissuance date for the license.

- Current Renewal Date: **April - 2022**
- Requested Date(s): **September – 2021 OR October - 2021**

See below to view a comparison between both requested renewal dates as well as the existing renewal date.



Workload Summary:

- License Holder’s current renewal month contains 5 total license reissuances.
- The renewal month the License Holder would prefer (October 2021) contains 20 total license reissuances.
- The renewal month that would be the License Holder’s second choice (September 2021) contains 14 total license reissuances.