



ITASCA COUNTY BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, June 22, 2021

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Items #6.12 (Property Tax Abatement Request from Project Frontier) and #6.13 (Schedule Public Hearing), amend Item #6.4 (ICHHS Warrants) and approve the agenda, as amended.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, June 15, 2021 County Board Special Session and the Tuesday, June 15, 2021 County Board Work Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, as delineated below.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

1. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1047298 with the State of Minnesota for the GPZ Apron Lighting Project (State Project #A3101-99) at the Grand Rapids/Itasca County Airport.

2. Authorize a change in allocation of one (1) vacant Grade 12 (ICEA) Deputy Sheriff/Lieutenant position to a Grade 10 (639A) Road Deputy position and authorize filling the position.
3. Approve the Purchase of Service Agreement between ICHHS and Core Professional Services PA for court ordered juvenile sex offender treatment services for the period of July 1, 2021 through June 30, 2023.
4. Accept the minutes of the May 13th, 2021 HHS Advisory Committee meeting.
5. Approve and accept the 2021/2022 Housing Support Agreements effective July 1, 2021.
6. Authorize the IMCare Director and County Board Chair to sign a contract for Medical Director Services with Dr. Jay Huber, effective 7/1/21.
7. Authorize the IMCare Director and County Board Chair to sign a contract for Dental Director Services with Dr. Rachel Buchert, effective 7/1/21.
8. Approve the Purchase of Service Agreement between ICHHS and Patty Beech Consulting, Inc for administrative and monitoring activities related to Housing Support Funds.
9. Approve the 2021 Lease Agreement between Itasca County and the Northern Minnesota Swap Meet and Car Show, and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.

12. Property Tax Abatement Request from Project Frontier

Motion To: Direct staff to work on a Tax Abatement Agreement relative to Project Frontier.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

2. Recognition of County Employees
The following employees were recognized:

Welcome new employee Samantha Vork, Public Health Nurse, Health and Human Services Department effective June 14, 2021.

Congratulations to Kimberly Huffman who accepted a job change from Health Plan Compliance Coordinator to Data Project Coordinator, IMCare Division of Health & Human Services Department effective June 14, 2021.

Welcome new employee Willie Storm, Survey Technician, Survey & Mapping Department effective June 21, 2021.

Congratulations to Tanya Elich who accepted a job change from Human Resources Assistant, HR Department to Assessment Technician, Assessor Department effective June 21, 2021.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve the Commissioner Warrants with a check date of June 25, 2021, in the amount of \$2,341,168.31.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for June 2021, in the amount of \$1,452,604.24.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

5. Amendment to Lease Agreement with USS Solar

Motion To: Approve amendment to the lease agreement with USS Itasca Clean Energy LLC for a solar lease and easement at the Grand Rapids/Itasca County Airport and authorized necessary signatures.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

6. COVID-19 Update

Public Health Division Manager Kelly Chandler provided a situational and informational update regarding COVID-19 (novel coronavirus) in Itasca County, including information regarding vaccination roll-out. If you have questions or concerns regarding COVID-19, please call the Public Health Hotline at (218) 327-6784, visit <http://www.co.itasca.mn.us/798/COVID-19-Coronavirus-Information>, or contact First Call for Help/211 at (218) 326-8565.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. County Based Purchasing (IMCare) Division Update/Presentation

Health Plan Division Manager Sarah Anderson provided a County Based Purchasing (IMCare) Division Update, including information regarding the 2020 Program Integrity Report and the 2021 Q1 Compliance Program Report. To confidentially report fraud, waste, and abuse issues to IMCare, please call (866) 269-0584.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. State of Minnesota DOT and Itasca County Cooperative Construction Agreement

Motion To: Adopt the Resolution Re: MnDOT Cooperative Construction Agreement No. 1036787, which authorizes entering into an agreement for the replacement of the traffic control signal system at the TH 2 / CSAH 63 intersection.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

9. Construction Update – June 2021

Transportation Engineer Rachel Metelak provided a Highway Construction Update for June 2021.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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10. UMHW 1W1P Process Update and Resolution

Itasca Soil and Water Conservation District (SWCD) District Manager Andy Arens provided an Upper Mississippi Headwaters (UMHW) One Watershed One Plan (1W1P) process update, including information regarding how the plan will change project funding.

Motion To: Adopt the Resolution Re: Approval to Submit, Adopt and Implement the Mississippi River Headwaters Watershed Comprehensive Management Plan.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives

11. Overview of Special IEDC Position

Itasca Economic Development Corporation (IEDC) President & CEO Tamara Lowney and IEDC Business & Community Broadband Consultant Austin Miller provided an overview of the special IEDC position, including information regarding Small Business Consultant, Community Outreach, and Broadband Specialist tasks.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Commissioner Leo Trunt exited the meeting at 3:42 PM.

13. Schedule Public Hearing

Motion To: Schedule a Public Hearing Re: Johnson Lake #31058600 Slow No Wake Zone to be held at the Tuesday, June 13, 2021 County Board Regular Session, which begins at 2:30 PM.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

VII. COMMISSIONER COMMENTS

Commissioner DeNucci provided comment regarding support from Senator Eichorn for additional intersection control measures in Itasca County and requested support from Itasca County legislative delegates for a state pay option relative to the Enbridge Energy, L.P. Tax Court Findings.

RECESS

Chair Ives recessed the meeting at 4:18 PM.

RECONVENE

Chair Ives reconvened the meeting at 4:31 PM, with all members present except Trunt absent.

VIII. CLOSED SESSIONS

1. Closed Session Re: Craig R. Maturi and Jamielee R. Maturi vs. County of Itasca/Tax Appeal 2020/P2021-Active Litigation

Motion To: Go into Closed Session pursuant to MN Statutes 13D.05, Subd. 3(B) and 13D.05, Subd. 1(D) based upon Attorney Client Privilege MN Statute 595.02, Subd. 1(B) to consult with its Attorney in reference to pending litigation in the matter of Craig R. Maturi and Jamielee R. Maturi vs. County of Itasca/Tax Appeal 2020/P2021-Active Litigation.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

Others Present: County Attorney Matti Adam, County Assessor Amber Peratalo, Assistant County Attorney Heather Roy, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

Motion To: Approve the settlement agreement in reference to pending litigation in the matter of Craig R. Maturi and Jamielee R. Maturi vs. County of Itasca/Tax Appeal 2020/P2021, pending County Attorney review and approval.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

IX. ADJOURN

Chair Ives adjourned the meeting at 4:46 PM.

ATTEST



Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

RESOLUTION 2021-40

**RE: AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIPORT IMPROVEMENT EXCLUDING LAND ACQUISITION**

BE IT RESOLVED by the County of Itasca as follows:

1. That the State of Minnesota Agreement No. 1047298, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3101-99 at the Grand Rapids/Itasca County Airport - Gordon Newstrom Field Airport is accepted.
2. That the County Board Chair and Clerk of the County Board are authorized to execute this Agreement and any amendments on behalf of the County of Itasca.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 22nd day of June A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 22nd day of June A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

RESOLUTION 2021-41

RE: MNDOT COOPERATIVE CONSTRUCTION AGREEMENT NO. 1036787

IT IS RESOLVED that Itasca County enter into MnDOT Agreement No. 1036787 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County of the State's share of the costs of the traffic control signal system construction to be performed upon, along, and adjacent to Trunk Highway No. 2 at County State Aid Highway No. 63 within the corporate limits of the City of Grand Rapids under State Aid Project No. 031-663-022 and State Project No. 031-663-022 and State Project No. 3103-69 (T.H. 2=208).

IT IS FURTHER RESOLVED that the County Board Chair and Clerk to the County Board are authorized to execute the Agreement and any amendments to the Agreement.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 22nd day of June A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 22nd day of June A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

RESOLUTION 2021-42

**RE: APPROVAL TO SUBMIT, ADOPT AND IMPLEMENT THE MISSISSIPPI RIVER
HEADWATERS WATERSHED COMPREHENSIVE MANAGEMENT PLAN**

WHEREAS, Itasca County is a member of the Mississippi River Headwaters Watershed One Watershed One Plan Policy Committee; and

WHEREAS, Itasca County has been an active participant in the development of the Mississippi River Headwaters Watershed Comprehensive Watershed Management Plan (Plan); and

WHEREAS, Itasca County recommended the Mississippi River Headwaters Watershed One Watershed One Plan Policy Committee submit the Plan for 60 day comment; and

WHEREAS, no major changes were requested by state agencies in the final comment period; and

WHEREAS, the Plan will serve as a substitute for either the SWCD comprehensive plan or county local water management plan as per 103C or 103B respectively for the duration of the state approved Plan.

NOW THEREFORE BE IT RESOLVED, Itasca County will approve submission of the plan to the Board of Water and Soil Resources Board. Contingent on recommendation of plan approval by the BWSR Northern Committee and subsequent BWSR approval, Itasca County hereby adopts and will begin implementation of the Plan for the area of the County identified within the Plan.

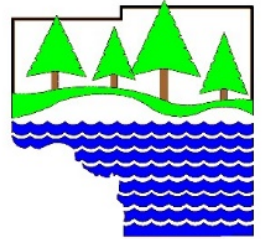
RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 22nd day of June A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 22nd day of June A.D. 2021.

Administrator



June 22, 2021

Chair:

PULL: None

ADDITIONS:

1. Item #6.12 – Property Tax Abatement Request from Project Frontier
2. Item #6.13 – Schedule Public Hearing

CHANGES:

1. Item #6.4 should read as follows:
Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for ~~January~~ June 2021, in the amount of \$1,452,604.24.

INFORMATIONAL:

1. Item #6.6 – Additional Information

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, June 15, 2021

12:30 PM

Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 12:48 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	12:48 PM
Terry Snyder	District #2	Present	12:48 PM
Leo Trunt	District #3	Present	12:48 PM
Burl Ives	District #4	Present	12:48 PM
Ben DeNucci	District #5	Present	12:48 PM

II. REGULAR AGENDA

1. American Rescue Plan (ARP) Fund Update

County Administrator Brett Skyles provided information regarding the American Rescue Plan (ARP), which will deliver \$8,765,973 in Coronavirus State and Local Fiscal Recovery Funds to Itasca County for uses in response to the COVID-19 emergency through 2024. The Board has already approved the use of \$164,500.

RESULT: INFORMATIONAL - NO ACTION TAKEN

2. American Rescue Plan (ARP) Funds for County Parks

Land Commissioner Kory Cease and County Park System Manager Roger Clark provided information regarding potential projects at County Parks including Fairgrounds, Gunn Park, and Bass Lake Park.

RESULT: INFORMATIONAL - NO ACTION TAKEN

It was the consensus of the County Board to direct staff to solidify project plans and dollar amounts and prepare an official request for the next Special Session Re: ARP Funding.

3. American Rescue Plan (ARP) Funding Discussion

Commissioners discussed individual ideas for use of the ARP funds.

RESULT: INFORMATIONAL - NO ACTION TAKEN

It was the consensus of the County Board to direct County Administrator Brett Skyles to prepare a request form for use of ARP Funds.

4. Schedule Special Session

Motion To: Schedule a Special Session Re: American Rescue Plan (ARP) Funding on Tuesday, July 6, 2021 beginning at 12:30 p.m. in the Boardroom of the Itasca County Courthouse.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

III. ADJOURN

Chair Ives adjourned the meeting at 1:49 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



ITASCA COUNTY BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, June 15, 2021

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.5 (Bid Award for Builders Insurance) and approve the agenda, as amended.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Davin Tinquist
SECONDER: Commissioner Terry Snyder
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, June 8, 2021 County Board Regular Session.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Leo Trunt
SECONDER: Commissioner Ben DeNucci
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. RECOMMENDED FOR CONSENT AGENDA

1. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1047298 with the State of Minnesota for the GPZ Apron Lighting Project (State Project #A3101-99) at the Grand Rapids/Itasca County Airport.

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/22/2021 2:30 PM

2. Authorize a change in allocation of one (1) vacant Grade 12 (ICEA) Deputy Sheriff/Lieutenant position to a Grade 10 (639A) Road Deputy position and authorize filling the position.

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/22/2021 2:30 PM

3. Approve the Purchase of Service Agreement between ICHHS and Core Professional Services PA for court ordered juvenile sex offender treatment services for the period of July 1, 2021 through June 30, 2023.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
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4. Accept the minutes of the May 13th, 2021 HHS Advisory Committee meeting.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
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5. Approve and accept the 2021/2022 Housing Support Agreements effective July 1, 2021.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
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6. Authorize the IMCare Director and County Board Chair to sign a contract for Medical Director Services with Dr. Jay Huber, effective 7/1/21.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
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7. Authorize the IMCare Director and County Board Chair to sign a contract for Dental Director Services with Dr. Rachel Buchert, effective 7/1/21.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
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8. Approve the 2021 Lease Agreement between Itasca County and the Northern Minnesota Swap Meet and Car Show, and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Resolution for State Financial Solution in Enbridge Energy Tax Court Findings

Motion To: Adopt the Resolution Re: Requesting a State Legislative Financial Solution in the Enbridge Energy, L.P. Tax Court Findings.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

3. Public Hearing Re: Rezone Application Submitted by Miller-Persons

Motion To: Open the Public Hearing Re: Rezone Application submitted by Miller-Persons.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Close the above public hearing.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Adopt the Resolution Re: Application Submitted by Miller-Persons to Rezone Properties from Recreational Commercial to Rural Residential Property Located at 19-460-0260 and 19-460-0330 based upon the recommendation and Findings of Fact of the Itasca County Planning Commission and Harris Township Board.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

4. UMHW 1W1P Process and Resolution

Itasca Soil and Water Conservation District (SWCD) District Manager Andy Arens provided an Upper Mississippi Headwaters (UMHW) One Watershed One Plan (1W1P) Process Update, as well as information regarding the request to adopt the Resolution Re: Approval to Submit, Adopt and Implement the Mississippi River Headwaters Watershed Comprehensive Management Plan.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 06/22/2021 2:30 PM
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5. Bid Award for Builders Insurance

Motion To: Approve low bid from Hanover Insurance Company for Builders Insurance on the new Correctional Facility/Courts construction project and authorize necessary signatures.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

VII. COMMITTEE REPORTS

Commissioner Tinquist reported on his attendance of recent Jail Committee and Extension Committee meetings.

Commissioner Trunt reported on his attendance of recent Fair Board and Railroad Authority meetings.

Commissioner Snyder reported on his attendance of recent Extension Committee and Itasca County Township Association (ICTA) meetings, as well as meetings regarding Wellness Court and the Autonomous Vehicle project in the City of Grand Rapids.

Commissioner Ives reported on his attendance of a recent Wildwood Township meeting.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an update regarding the Correctional Facility/Courts construction project and indicated that partial closure of 5th Street NE and fencing around the project area is expected to begin on Friday, June 18, 2021.

IX. COMMISSIONER COMMENTS

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 3:17 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1610

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Matt Wegwerth

AGENDA ITEM:

Grant Agreement

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1047298 with the State of Minnesota for the GPZ Apron Lighting Project (State Project #A3101-99) at the Grand Rapids/Itasca County Airport.

BACKGROUND:

The grant is a 70/30 cost split to replace the existing lighting on the Apron with new LED light fixtures. The total project cost is \$21,322 with the local share \$6,397, which is split 50/50. The total obligation for Itasca County is \$3,198.50.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. A3101-99 GPZ State Contract

06/15/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

RESOLUTION 2021-40

**RE: AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIPORT IMPROVEMENT EXCLUDING LAND ACQUISITION**

BE IT RESOLVED by the County of Itasca as follows:

1. That the State of Minnesota Agreement No. 1047298, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3101-99 at the Grand Rapids/Itasca County Airport - Gordon Newstrom Field Airport is accepted.
2. That the County Board Chair and Clerk of the County Board are authorized to execute this Agreement and any amendments on behalf of the County of Itasca.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 22nd day of June A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 22nd day of June A.D. 2021.

Administrator

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

- 1 This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of Grand Rapids and County of Itasca, 420 Pokegama Ave N Grand Rapids, MN, 56479 ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

- 2 **Term of Agreement, Survival of Terms, and Incorporation of Exhibits**
 - 2.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
 - 2.2 **Expiration Date.** This agreement will expire on June 30, 2025, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
 - 2.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
 - 2.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project A3101-99, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
 - 2.5 **Exhibits.** Exhibit A (Credit Application Form) is attached and incorporated into this agreement.
- 3 **Grantee's Duties**
 - 3.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
 - 3.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
 - 3.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
 - 3.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
 - 3.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
 - 3.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305,

subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

4 Time

4.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

5 Cost and Payment

5.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Apron Lighting	0%	70%	30%
Federal Committed:	\$ 0.00		
Federal Multiyear:	\$ 0.00		
State:	\$ 14,925.40		
Grantee:	\$ 6,396.60		

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

5.2 Blank.

5.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

5.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$14,925.40.

5.5 Payment

5.5.1 **Invoices.** Grantee will submit invoices for payment by email. Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Reimbursement request schedule: continuous as needed.

5.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

5.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

5.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

5.5.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will

make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

5.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

5.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

5.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

5.5.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format.

5.6 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

6 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

7 Authorized Representatives

7.1 The State's Authorized Representative is:

Matthew Lebens, North Region Airport Engineer, 395 John Ireland Blvd, St Paul MN, 55155, Phone 612-422-4171, matthew.lebens@state.mn.us, or his successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 Blank.

7.3 Grantee's Authorized Representative is: Tom Pagel; City Administrator, 420 Pokegama Ave N Grand Rapids, MN, 56479, 218-326-7600, tpagel@ci.grand-rapids.mn.us. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

8 Assignment Amendments, Waiver, and Grant Agreement Complete

8.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

8.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

8.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

8.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either

party.

7.5 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

9 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

10 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

11 Government Data Practices and Intellectual Property Rights

11.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

11.2 Intellectual Property Rights.

11.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

11.2.2 Obligations

11.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

11.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding

Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

12 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13 Publicity and Endorsement

13.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

13.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

14 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination; Suspension

15.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

15.3.1 It does not obtain funding from the Minnesota Legislature; or

15.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 17 Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

- 18 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 19 Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

- 20 Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

21 Additional Provisions

[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

Mn/DOT Agreement No. _____

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Title _____

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me
this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:_____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1618

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Lynn Hart, Vic Williams

AGENDA ITEM:

Change in Allocation

BOARD ACTION REQUESTED:

Authorize a change in allocation of one (1) vacant Grade 12 (ICEA) Deputy Sheriff/Lieutenant position to a Grade 10 (639A) Road Deputy position and authorize filling the position.

BACKGROUND:

Changing the allocation of this vacant position to a Road Deputy position will allow for more flexibility within the Sheriff Dept. to respond to the investigative needs of the department and prepare for internal changes and future hiring decisions. This will also allow for future potential movement within our sergeant ranks and allow for us to continue maximum coverage in our child protection unit.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

06/15/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1605

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Core Professional Services PA Purchase of Service Agreement

BOARD ACTION REQUESTED:

Approve the Purchase of Service Agreement between ICHHS and Core Professional Services PA for court ordered juvenile sex offender treatment services for the period of July 1, 2021 through June 30, 2023.

BACKGROUND:

This amount is for additional funding needed for costs exceeding State Grant Dollars of \$92,600.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Core Professional Services PA 2021-2023

06/15/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

ITASCA COUNTY HEALTH AND HUMAN SERVICES
1209 SE 2nd Avenue
Grand Rapids, Minnesota 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES, 1209 SE 2ND AVENUE, GRAND RAPIDS, MINNESOTA 55744, hereafter referred to as the "Agency", and **CORE PROFESSIONAL SERVICES, P.A., 617 OAK STREET, BRAINERD, MN 56401**, hereafter referred to as the "Contractor", enter into this Agreement for the period from **07/01/2021 THROUGH 06/30/2023**.

WITNESSETH

WHEREAS, the Contractor is an approved vendor according to published county criteria or certified by the Public Agency ITASCA COUNTY HEALTH AND HUMAN SERVICES to provide **COURT ORDERED JUVENILE SEX OFFENDER TREATMENT SERVICES** to persons; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01 and 373.02, wishes to purchase such program services from the Contractor; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

I. CONTRACT GENERAL

A. Contractor's Duties:

1. Attached to this Agreement as Exhibit "A" will be items **a through g** as follows:
 - a. **Description of services.**
 - b. **Exposition of staffing**, including job description and professional qualifications of personnel.
 - c. **Organizational chart** with names and positions.
 - d. **Line item budget.**
 - e. **Proof of professional/commercial liability insurance**, (photocopies should include expiration date and amount of coverage).
 - f. **Proof of Worker's Compensation**, (photocopies should include expiration date).
 - g. **Operating license** (photocopy, when applicable).
2. Attached to this Agreement as Exhibit "B", when applicable, are specific duties of the Contractor, as the Agency deems necessary, for the delivery and accountability of client services.
3. The Contractor shall, in writing within ten (10) days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said Agreement.

B. Cost and Delivery of Purchased Services:

1. The Contractor certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
2. Purchased services will be provided at **Itasca County Probation, 115 NE 5th Street, Grand Rapids, MN 55744**.

C. Safeguard of Client Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164), or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the purchased services hereunder is prohibited. The collection, use, maintenance and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. The Contractor shall assure compliance with Minnesota Statute Section 13.46, subd. 10, Para. (b).
 - a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. §§ 13.01 et seq., as amended, the Rules of the Commissioner of Administration promulgated there under, MN Rules 1205.0100 et seq., as amended, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164). To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.
 - b. (When applicable) In accordance with MN Rules 1205.0200 Subpart 14d. it is agreed that the Contractor shall be the responsible authority for that nonprofit corporation.
2. The Agency and Contractor shall insure that a joint release of information document is completed to permit mutual exchange of information between Agency and Contractor.

D. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;
2. (When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36. This section only applies if the grant is for more than \$100,000, and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

E. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with the fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

F. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and/or continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be terminated.
2. This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Page 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.

4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.
6. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

G. Subcontracting:

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Agreement without written approval of the Agency.
2. All subcontractors must be subject to and must meet all of the requirements of this Agreement.
3. The Contractors must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Agreement. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the Agreement. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

H. Contractor Interested in Agreement:

1. No county official or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.

I. Contractor Debarment, Suspension and Responsibility Certification:

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

By Signing This Agreement, The Contractor Certifies That It And Its Principals* And Employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

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

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <https://oig.hhs.gov>.

If you do not have access to the website, and/or need the information in an alternative format, contact: Crissy Krebs, Business Division Manager, Itasca County Health and Human Services at (218) 327-6152.

J. Miscellaneous:

1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.
2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third- party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue the Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County Board and the Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Agreement or any other

third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

3. The Contractor agrees to acknowledge the Agency in the credits of advertisements and publicity.
4. (When applicable) The placement agreements between vendors and counties, other than Itasca, to provide services to out-of county clients under this Agreement must contain a provision stating that the county signing the placement agreement will either (1) pay the costs of other social services rendered by Itasca County or other providers that are under contract with Itasca County; and (2) will be responsible for billing Medical Assistance, Medicare, private insurance, or third-party payer.

At the time the social service is rendered, the vendor will instruct the provider to bill the county of financial responsibility directly. Any county placing a child in Itasca County will be financially responsible for any and all placement costs for that child, including but not limited to placements in secure and/or shelter facilities whether by police hold or any other means.

Itasca County will not be financially responsible for any placement costs for out of county children unless prior authorization is obtained from Itasca County Health and Human Services.

5. (When applicable) The Contractor agrees to bill all pay sources including third party insurances and obtain a denial prior to submitting a claim to Itasca County Health and Human Services. In the event the service is not covered by the third party payer, a denial must be submitted with the claim to Itasca County Health and Human Services. Payment will not be made without such denial. A denial reason for anything other than "non-covered service" does not constitute county coverage; for example: not billing within the allowed time frame for a particular carrier, wrong procedure code, diagnosis code, etc.
6. Itasca County will not pay for two placements that occur on the same date of service.

II. Contract Specific

A. Contractor's Duties

1. The Agency agrees to purchase and the Contractor agrees to furnish the following:

Court Ordered Juvenile Sex Offender Treatment Services for the period 07/01/21 – 06/30/23.

This amount is for additional funding needed for costs exceeding State Grant Dollars of \$92,600.00

TOTAL: Not to Exceed \$78,500.00 County Dollars annually.

Clients will be assessed a fee which will be collected by Itasca County Probation Department. The fees collected will be used to offset the \$78,500.00 County Dollars spent.

B. Eligibility for Services:

1. The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined in accordance with eligibility criteria established by the Agency.
 - a. It is understood and agreed by the parties that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the County Board of Commissioners.
 - b. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with "B.1.a." above.
 - c. (When applicable) When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency must notify the Contractor within 5 days of the determination. The Agency must notify the client

of proposed termination of services in writing at least 10 days prior to the proposed agency action and of the client's right to appeal this proposed agency action.

- d. (When applicable) The Contractor must notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 10 days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Contractor must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
- e. (When applicable) The Contractor must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:
 - 1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;

C. Payment for Purchased Services:

- 1. Certification of expenditures: The Contractor shall, within five (5) working days following the last day of each calendar month, submit a standard invoice for social services purchased to Itasca County Health and Human Services. The invoice shall show: (1) total program and administrative expenditures for the month and (2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units, cost per unit and service dates, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients.
- 2. All bills for a specific month of service **must** be in to the Agency within five days of end of service month; example, services given in January can be received no later than the fifth working day of February. **Bills older than five weeks may be rejected** due to the variety of funding sources that are utilized by the Agency.
- 3. Payment: The Agency shall, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement eligible clients identified on the invoice.

D. Recording Requirements or Accountability:

- 1. The Contractor agrees to maintain records and documents which sufficiently and properly reflect all direct and indirect services provided to clients covered by this Agreement. Documentation includes, but is not limited to, statements relating to Client Identifying Information, all available intake data, treatment plan, progress data, discharge plan, evidence of eligibility and redetermination of eligibility status, court orders when appropriate, and a proper release of information allowing the Contract Manager at the Agency, or other Agency designee, access to the above mention data.

E. Audit and Record Disclosures:

- 1. The Contractor Shall:
 - a. Allow personnel of the Agency, the Minnesota Department of Human Services, or their representative, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
 - (1) Permit the Contract Manager or other personnel of the County, through the Agency, access to the Contractor's facility to conduct site visits, as deemed necessary, to determine compliance with this Agreement and to evaluate the quality of services provided under this Agreement. Such visits may be made with prior notice at any time within the hours of operation of the Contractor. The Contractor shall be furnished a summary of any reports prepared as a result of the visit.
 - (2) The Agreement gives the Agency, DHS, and the U.S. Department of Health and Human Services the authority to copy program and fiscal records.

- b. Provide the Agency with information about fees collected and the fee source.
 - c. Maintain all records pertaining to the Agreement at **CORE PROFESSIONAL SERVICES, P.A., 617 OAK STREET, BRAINERD, MN 56401** for four (4) years for audit purposes.
 - d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Service Manual, and the administrative rules of the State Agency.
 - e. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.
2. Books, records, documents and accounting procedures and practices of the Contractor relative to the Agreement are subject to examination by the Agency.
- F. Bonding, Indemnity, Insurance, and Audit Clause:
- 1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies.
 - 2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken, or is furnishing the care and service called for under this Agreement.
 - c. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."
 - 3. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Agreement, have and keep in force a professional/commercial liability insurance policy in the amount of **\$1,500,000.00** for total injuries or damages arising from any one incident and **\$3,000,000.00** general aggregate. Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **\$500,000.00** each Accident, Bodily Injury by Disease: **\$500,000.00** each employee, Bodily Injury by Disease: **\$500,000.00** policy limit. When transportation is provided by the Contractor, said Contractor shall have and keep in force automobile liability in the amount of **\$1,500,000.00** for bodily injury and property damage covering owned, non-owned and hired automobiles. Itasca County Health and Human Services must be named additional insured. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."
 - 4. Audit: The Contractor agrees that within sixty (60) days of the close of its fiscal year, unless a later date is agreed upon between the Agency and the Contractor, an audit will be conducted by an Accountant which will meet the requirements of the Single Audit Act of 1996, P.L. 104-156 and Office of Management and Budget, Circular No. A-133. Contractors not meeting the \$750,000 minimum requirement of expending federal dollars in a single fiscal year for single audits will be required to complete a yearly financial statement. After completion of the audit and/or financial statement, a copy of the report must be filed with the Agency. The books, records, documents, and accounting procedures of the vendor or party receiving public funds are subject to audit by the state auditor.

5. The Contractor certifies that the organization is in compliance with the workers compensation insurance requirements of Minnesota Statutes, section 176.181, subdivision 2 as reflected in the attached proof of insurance.

G. Noncompliance

1. If the Contractor fails to comply with the provisions of this Agreement, the Agency may seek any available legal remedy.
2. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this Agreement has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

H. Independent Contractor.

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the Agency for any purpose or in any manner whatsoever. The Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement; that all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual agreement with the Agency and shall not be considered employees of the Agency and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment, including without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Agency; and that the Contractor shall defend, indemnify and hold the Agency, its officers, agents and employees, harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other person shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers compensation, employment insurance, disability, severance pay and PERA.

BY _____
(Director, Itasca County Health and Human Services)

BY _____
(Director, Contracting Agency)

DATED _____

DATED _____

BY _____
(Chairperson, Itasca County Board of Commissioners)

BY _____
(Chairperson, Board of Contracting Agency)

DATED _____

DATED _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1606

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

HHS Advisory Committee Meeting Minutes

BOARD ACTION REQUESTED:

Accept the minutes of the May 13th, 2021 HHS Advisory Committee meeting.

BACKGROUND:

Informational

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. ICHHSAC Minutes 05-13-2021

06/15/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

MINUTES
HEALTH & HUMAN SERVICES ADVISORY COMMITTEE (HHSAC)
Thursday, May 13, 2021
Virtual Teams Meeting / Itasca Resource Center / Room 122

Members Present:	Renee Bymark	Sarah Anderson
	Dan Seward	Angela Baratto
	Daniel Miesle	Lester Kachinske

Members Absent:	Anne Kruger	Melissa Weidendorf
	Crystal Terveer - E	Brandi Worrath
	Craig Menozzi - E	Ben Denucci - E
	Lloyd Adams - E	Chris Jenkins
	Dave Holmbeck- E	Cheryl Lemler - E
	Dorothy Abrahamson -E	

Others Present:	Eric Villeneuve	Kelly Chandler
	Brenda Oberg	

Call to Order:

The meeting was called to order by Co-Chair Lester Kachinske at 12:15 pm.

Approval of March 11, 2021 Minutes:

A motion was made by Dan Miesle and seconded by Sarah Anderson to approve the March 11, 2021 minutes. Motion carried.

Additions/Corrections to Agenda:

There were no additions or corrections to the Agenda.

Eric Villeneuve, Director:

Public Health Update: Kelly Chandler, Public Health Division Manager, updated the group on Coronavirus/COVID-19. Itasca County has had higher positive rates than our surrounding counties. The 14-day case rate per 10,000 residents is at 73.8 this week. St. Louis County is 20 and Aitkin County is in the teens. School District positives are impacting both the teachers and the kids with quarantines and spacing concerns. There are 4 variants identified in Itasca County, P1 Brazilian variant, UK variant, California variant and the New York variant. The P1 and UK are more concerning as these have shown to have significant spread. There are 3 vaccines options available in Itasca County, those being Pfizer, Moderna, and Johnson & Johnson. The 65+ population is at 81% that have received their first dose vaccination, and the 16+ population is at 52%. There continues to be a lot of vaccine hesitancy. Public Health is by holding most of the vaccination clinics offsite at locations such as Keewatin Community Center, Marble Apartments, Spring Lake Store, Keisler Wellness Center, Bethany Lutheran Church,

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HHS Advisory Committee Minutes
May 13, 2021

eventually they will be holding them at the HRA housing, Library, and the Presbyterian Church, and certain worksites. We have yet to set the dates. Watch the Public Health website for dates and times of the current clinics. We are at 55 Covid deaths in Itasca County. Pfizer has opened up their vaccines to ages 12 +, Grand Itasca will start administering these on Monday, May 17th. Some of the school districts will be offering a clinic for this Pfizer vaccination. Deer River school district has transitioned to a modified hybrid option, all other school districts plan to stay in person through the end of the year. Statewide less than 1% of vaccinated people have contracted Covid.

IMCare Update:

IMCare is in the middle of some staffing changes, the Medical Director is resigning at the end of the summer, currently searching for a Medical Director. The claims supervisor who has been with us 35+ years is retiring at the end of the year. Currently, working to prepare for our Minnesota Department of Health (MDH) audit, this takes place every 3 years and it is an onsite audit for 1-2 weeks and reviews policies and procedures, and case files. Continuing to work on our RFP, the senior population comes out this fall and the Medicaid RFP comes out in early 2022 and we are working on a plan to respond those RFP's. We are working with Public Health on Covid vaccine outreach to coordinate our messages. Matt Anderson, Medicaid Director at Dept of Human Services (DHS) has resigned and will be leaving in May. He was an excellent collaborative partnership and we are hopeful DHS will continue this partnership with his replacement. IMCare's enrollment has shown an 18% increase in membership due to Covid, we currently have around 9500 members.

Legislative Update:

Eric updated that it appears the legislation will not have a budget in place by May 17th and will be holding a special session. The update from the Association of Minnesota Counties stated they worked through the week and weekend and found progress on main policy and spending issues stymied because of lack of agreement on universal spending targets. An inability to reach agreement on universal spending/budgets targets past their self-imposed Friday deadline has increased the odds of needing to have a special session. Aside from the split party-controlled legislature, legislators are struggling with how to budget using one-time federal American Rescue Plan (ARP) dollars and receiving no help from the Department of Treasury who have yet to release guidance.

We received notice on Monday, that the treasury opened portals for counties to receive fiscal recovery funds, which is part of the American Rescue Plan Act. The bill includes \$65.1 billion to counties, and of that amount Minnesota is getting approximately \$2.8

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HHS Advisory Committee Minutes
May 13, 2021

billion. The funding objectives state the funds are to support Covid 19 response to decrease the spread of the virus, replace lost revenue, and to address public health and economic challenges that have contributed to the inequal impact of the pandemic. These funds are available to spend by 2024. Itasca County is slated to receive around \$8.7 million dollars, the County Board will make the decision on where to allocate those funds.

Governor Walz announced turning back the Covid-19 dial. The announcement highlighted as of May 7th, as the date where we will see eased limits on outdoor gatherings, increased indoor social gatherings, and expanded occupancy in indoor spaces. On May 28th, they will end remaining outdoor limits and indoor actively curbs. On July 1 or sooner if 70% of Minnesota residents are vaccinated, the mask mandate will end. We will have conversations at the county level when we hit those dates, as of this time we are not doing anything differently as far as wearing masks, distancing etc.

HHSAC Subcommittee Reports:

AMHAC: Dan updated that he recently met with Cre Larson, First Call for Help, to review the feedback from the electronic report cards. There was positive feedback with their experiences with First Call, one negative feedback, and it was brought to their attention that a follow-up call is needed after an initial crisis call. Cre has a grant and she's offering \$100 for every peer to do an informercial on services that First Call offers. If you know of anyone that would be interested, please let Dan know. We will be setting up a booth at Keisler Wellness Center to get input from peers on any gaps in services. If anyone has any recommendations for the county commissioners, please contact Dan via email at dk1seward@yahoo.com. The council is back to meeting the 1st Tuesday of every month at the Keisler Wellness Center at Noon.

ICCOA: Renee provided an update that the committee has not met since March of 2020 and they normally do not meet during the summer months. The committee will watch the numbers in the fall and make a decision about meeting again at that time.

Provider Updates:

Northland Counseling – Northland has transitioned to a CCBHC (Certified Community Behavioral Health Center), through a SAMHSA (Substance Abuse and Mental Health Services) grant and have one more year under this grant at which time they plan to become a state certified CCBHC. Northland is working with First Call for Help on a grant funded Crisis Intercept Program. This program will help determine ways to reach out to people following a crisis and they are helping First Call with that as well as

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HHS Advisory Committee Minutes
May 13, 2021

implementing their own internal processes to do these follow-ups as well. Keisler Center is open, and clients are able to walk in and reconnect with their peer groups for mental health services. Northland is inundated with Diagnostic Assessments and have lost clinicians to private practices therefore we do have a wait list for these assessments. They will be adding a psychiatric medical provider to their staff list as well.

Elder Circle – Renee stated they are hopeful by June 1st the Adult Day can be opened but will still require PPE. They are seeing an increase in the request for home care, but having a hard time finding enough staff to fill those needs. The Active Living Center is now open, there is limited seating and you are asked to wear a mask and will reevaluate after July 1st. ElderCircle received a 3-year grant from the Northland Foundation and have hired a resource navigator that will be working on a universal referral process for aging services. They have purchased a license for a nationally recognized platform and will be working on this. ElderCircle is looking to open to the public July 5th, will still be encouraging appointments, but this is tentative and will continue to monitor the COVID numbers so stay tuned for an official announcement.

First Call for Help – No update provided.

Other:

Eric shared that Health & Human Services have several retirements by the end of this year, Celeste Tarbuck IMCare Claims Supervisor – 33 year employee, Anne Erickson Child Support Supervisor – 33 year employee, and Terri Friesen Financial Assistance Supervisor – 36 year employee and wanted to thank them and wish them the best!

The next meeting is September 9, 2021 and we hope to be in person, but we will continue to offer a TEAMS virtual link as an option.

Dan Mielse serves the Advisory Committee for the Health Professionals Service Programs and it was discussed recently that their clients are demonstrating more phone rage due to offices being closed. Discussion was held regarding policies that our committee members have in place for this and documenting and reporting it. If anyone has suggestions or policy in regard to this that they'd like to share with Dan, please pass along to Brenda and she will forward to Dan.

Adjournment:

There being no further business to come before the Advisory Committee, Lester Kachinske adjourned the meeting at 1:00pm.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1620

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

2021/2022 Housing Support Agreements

BOARD ACTION REQUESTED:

Approve and accept the 2021/2022 Housing Support Agreements effective July 1, 2021.

BACKGROUND:

Paid with state waiver dollars, no county dollars are expended. Agreement rates are set by the state, and have had a slight increase for the year 2021/2022.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. HOUSING SUPPORT CORP LIST FOR BOARD 2021-2022
2. HOUSING SUPPORT INDIVIDUAL LIST FOR BOARD 2021-2022
3. Housing Support with supplemental services list for Board 2021-2022

06/15/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

**CORPORATE HOUSING SUPPORT AGREEMENTS EFFECTIVE 7/1/21 THRU
6/30/22 MONTHLY \$954.00 DAILY \$31.36
(FORMERLY GRH AGREEMENTS)**

AMERICARE LODGE

AUTUMN LANE INC.

BIGFORK VALLEY HOMECARE

BROOKSTONE MANOR

BROOKSTONE MANOR EAST

BROOKSTONE MANOR WEST

CEDAR VALLEY HOMES, INC. AKA MCKINNEY LAKE HOUSE

DIAMOND WILLOW ASSISTED LIVING EAGLE PINES (GR #1)

DIAMOND WILLOW ASSISTED LIVING MISSISSIPPI STE (GR #2)

DUNGARVIN

EDGEWOOD CARE INC.

FACES NORTH

GARDEN COURT CHATEAU

HILLCREST-NASHWAUK

HOME AND COMFORT, INC

HOPE HOUSE 1 COMMUNITY SETTING

HOPE HOUSE 2 COMMUNITY SETTING

LUTHERAN SOCIAL SERVICE GARLAND

LUTHERAN SOCIAL SERVICE DREAMCATCHER

LUTHERAN SOCIAL SERVICE 5TH AVE SLS

LUTHERAN SOCIAL SERVICE RIVERKNOT

MAJESTIC PINES GRAND LLC

MAPLE WOODS INC

MCOCS GRAND RAPIDS

NHS ALPINE

NHS MIDWAY II

NHS VIKING

NHS WHITE PINE

NORTHLAND 1307 S POKEGAMA – POKEGAMA PLACE

NORTHLAND 402 SE 13TH ST MAPLEWOOD

NORTHLAND SISEEBAKWET RANCH

NORTHLAND – SYLVAN BAY

NORTHLAND SPEARS PLACE

NORTHWOODS VILLA INC HOUSE 1

NORTHWOODS VILLA INC HOUSE 2

NORTHWOODS VILLA INC HOUSE 3

NORTHWOODS VILLA INC HOUSE 4

OAK HILLS

OAKRIDGE BIRCHCOURT

OACKRIDGE WILLOW

ORION BASS BROOK

ORION BAYSIDE

ORION CLOVER

ORION MAPLE

ORION NORTHWEST

ORION RIVERSIDE

ORION 833 SOUTHWEST

ORION WESTWOOD

RESIDENTIAL LIVING SOLUTIONS RIVER HOUSE

RESIDENTIAL LIVING SOLUTIONS LAKE HOUSE

RIVER GRAND, INC.

SOLID FOUNDATIONS I

SOLID FOUNDATIONS II

SUGAR BROOK VILLA

THE EMERALDS

THRIVE BEHAVIORAL NETWORK

**INDIVIDUAL GROUP RESIDENTIAL HOUSING AGREEMENTS EFFECTIVE 7/1/21
THRU 6/30/22 MONTHLY \$954.00 DAILY \$31.36**

BRENDEN, ELIZABETH

GIBEAUS ADULT FOSTER CARE

GULLICKSON, LILY & MELVIN

NEWMAN-TRUDEL REBEKAH

NORRIS, JOANNE

RIMA, DARLA & ROB

SCHULTZ, KARI

TRUDEL REBECCA

WOKASCH, MICHAEL & BARBARA (WOKASCH I)

WOKASCH, MICHAEL & BARBARA (WOKASCH II)

**CORPORATE HOUSING SUPPORT AGREEMENTS FOR HOMES THAT ARE
LICENSED FOR SUPPLEMENTAL SERVICES EFFECTIVE 7/1/21 THRU 6/30/22
MONTHLY \$954.00 DAILY \$31.36
WITH A MAX SUPPLEMENTAL SERVICE PAYMENT OF \$482.84 PER MONTH**

NORTHLAND BEACON HILL

RIVERSIDE RESIDENCE BIGFORK

RIVERVIEW VILLA



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1611

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Medical Director Contract

BOARD ACTION REQUESTED:

Authorize the IMCare Director and County Board Chair to sign a contract for Medical Director Services with Dr. Jay Huber, effective 7/1/21.

BACKGROUND:

Dr. Shara Pehl has been the IMCare Medical Director for many years, she is leaving her position 8/31/21. Approving this contract effective 7/1/21 will give valuable training/transition time in order to ensure compliance.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

06/15/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1612

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Dental Director Contract

BOARD ACTION REQUESTED:

Authorize the IMCare Director and County Board Chair to sign a contract for Dental Director Services with Dr. Rachel Buchert, effective 7/1/21.

BACKGROUND:

Dr. Jeff Bolz has been the IMCare Dental Director for many years, he left his position May 2021. This contract is to replace the Dental Director position.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

06/15/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1627

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Terri Friesen

AGENDA ITEM:

Purchase of Service Agreement

BOARD ACTION REQUESTED:

Approve the Purchase of Service Agreement between ICHHS and Patty Beech Consulting, Inc for administrative and monitoring activities related to Housing Support Funds.

BACKGROUND:

This agreement will be funded by the Community Living Infrastructure Grant that was approved at the June 1, 2021 work session.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. Patty Beech Consulting Inc 2021-2023

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

ITASCA COUNTY HEALTH AND HUMAN SERVICES
1209 SE 2nd Avenue
Grand Rapids, Minnesota 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES, 1209 SE 2ND AVENUE, GRAND RAPIDS, MINNESOTA 55744, hereafter referred to as the "Agency", and **PATTY BEECH CONSULTING, INC.**, hereafter referred to as the "Contractor", enter into this Agreement for the period from **07/02/2021 THROUGH 06/30/2023**.

WITNESSETH

WHEREAS, the Contractor is an approved vendor according to published county criteria or certified by the Public Agency ITASCA COUNTY HEALTH AND HUMAN SERVICES to provide **ADMINISTRATION AND MONITORING OF THE DHS HOUSING SUPPORTS PROGRAM** and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01 and 373.02, wishes to purchase such program services from the Contractor; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

I. CONTRACT GENERAL

A. Contractor's Duties:

1. Attached to this Agreement as Exhibit "A" will be items **a through g** as follows:
 - a. **Description of services.**
 - b. **Exposition of staffing**, including job description and professional qualifications of personnel.
 - c. **Organizational chart** with names and positions.
 - d. **Line item budget.**
 - e. **Proof of professional/commercial liability insurance**, (photocopies should include expiration date and amount of coverage).
 - f. **Proof of Worker's Compensation**, (photocopies should include expiration date).
 - g. **Operating license** (photocopy, when applicable).
2. Attached to this Agreement as Exhibit "B", when applicable, are specific duties of the Contractor, as the Agency deems necessary, for the delivery and accountability of client services.
3. The Contractor shall, in writing within ten (10) days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said Agreement.

B. Cost and Delivery of Purchased Services:

1. The Contractor certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
2. Purchased services will be provided at **222 E. Superior Street, #324, Duluth MN 55802**.

C. Safeguard of Client Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164), or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the purchased services hereunder is prohibited. The collection, use, maintenance and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. The Contractor shall assure compliance with Minnesota Statute Section 13.46, subd. 10, Para. (b).
 - a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. §§ 13.01 et seq., as amended, the Rules of the Commissioner of Administration promulgated there under, MN Rules 1205.0100 et seq., as amended, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164). To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.
 - b. (When applicable) In accordance with MN Rules 1205.0200 Subpart 14d. it is agreed that the Contractor shall be the responsible authority for that nonprofit corporation.
2. The Agency and Contractor shall insure that a joint release of information document is completed to permit mutual exchange of information between Agency and Contractor.

D. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;
2. (When applicable) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36. This section only applies if the grant is for more than \$100,000, and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

E. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with the fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

F. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and/or continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be terminated.
2. This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Page 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.

4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.
6. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

G. Subcontracting:

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Agreement without written approval of the Agency.
2. All subcontractors must be subject to and must meet all of the requirements of this Agreement.
3. The Contractors must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:

The subcontractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this Agreement. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the Agreement. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

H. Contractor Interested in Agreement:

1. No county official or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.

I. Contractor Debarment, Suspension and Responsibility Certification:

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

By Signing This Agreement, The Contractor Certifies That It And Its Principals* And Employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

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

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <https://oig.hhs.gov>.

If you do not have access to the website, and/or need the information in an alternative format, contact: Crissy Krebs, Business Division Manager, Itasca County Health and Human Services at (218) 327-6152.

J. Miscellaneous:

1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.
2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third- party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue the Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County Board and the Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Agreement or any other

third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

3. The Contractor agrees to acknowledge the Agency in the credits of advertisements and publicity.
4. (When applicable) The placement agreements between vendors and counties, other than Itasca, to provide services to out-of county clients under this Agreement must contain a provision stating that the county signing the placement agreement will either (1) pay the costs of other social services rendered by Itasca County or other providers that are under contract with Itasca County; and (2) will be responsible for billing Medical Assistance, Medicare, private insurance, or third-party payer.

At the time the social service is rendered, the vendor will instruct the provider to bill the county of financial responsibility directly. Any county placing a child in Itasca County will be financially responsible for any and all placement costs for that child, including but not limited to placements in secure and/or shelter facilities whether by police hold or any other means.

Itasca County will not be financially responsible for any placement costs for out of county children unless prior authorization is obtained from Itasca County Health and Human Services.

5. (When applicable) The Contractor agrees to bill all pay sources including third party insurances and obtain a denial prior to submitting a claim to Itasca County Health and Human Services. In the event the service is not covered by the third party payer, a denial must be submitted with the claim to Itasca County Health and Human Services. Payment will not be made without such denial. A denial reason for anything other than "non-covered service" does not constitute county coverage; for example: not billing within the allowed time frame for a particular carrier, wrong procedure code, diagnosis code, etc.
6. Itasca County will not pay for two placements that occur on the same date of service.

II. Contract Specific

A. Contractor's Duties

1. The Agency agrees to purchase and the Contractor agrees to furnish the following:
 - **Administration and monitoring activities related to Housing Support Funds.**
2. The total amount to be paid for purchased services described in "A.1." shall not exceed **\$151,200.00.**

B. Eligibility for Services:

1. The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined in accordance with eligibility criteria established by the Agency.
 - a. It is understood and agreed by the parties that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the County Board of Commissioners.
 - b. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with "B.1.a." above.
 - c. (When applicable) When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency must notify the Contractor within 5 days of the determination. The Agency must notify the client of proposed termination of services in writing at least 10 days prior to the proposed agency action and of the client's right to appeal this proposed agency action.
 - d. (When applicable) The Contractor must notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 10 days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Contractor must not discharge

or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.

- e. (When applicable) The Contractor must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:

- 1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;

C. Payment for Purchased Services:

- 1. Certification of expenditures: The Contractor shall, within five (5) working days following the last day of each calendar month, submit a standard invoice for social services purchased to Itasca County Health and Human Services. The invoice shall show: (1) total program and administrative expenditures for the month and (2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units, cost per unit and service dates, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients.
- 2. All bills for a specific month of service **must** be in to the Agency within five days of end of service month; example, services given in January can be received no later than the fifth working day of February. **Bills older than five weeks may be rejected** due to the variety of funding sources that are utilized by the Agency.
- 3. Payment: The Agency shall, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement eligible clients identified on the invoice.

D. Recording Requirements or Accountability:

- 1. The Contractor agrees to maintain records and documents which sufficiently and properly reflect all direct and indirect services provided to clients covered by this Agreement. Documentation includes, but is not limited to, statements relating to Client Identifying Information, all available intake data, treatment plan, progress data, discharge plan, evidence of eligibility and redetermination of eligibility status, court orders when appropriate, and a proper release of information allowing the Contract Manager at the Agency, or other Agency designee, access to the above mention data.

E. Audit and Record Disclosures:

- 1. The Contractor Shall:
 - a. Allow personnel of the Agency, the Minnesota Department of Human Services, or their representative, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
 - (1) Permit the Contract Manager or other personnel of the County, through the Agency, access to the Contractor's facility to conduct site visits, as deemed necessary, to determine compliance with this Agreement and to evaluate the quality of services provided under this Agreement. Such visits may be made with prior notice at any time within the hours of operation of the Contractor. The Contractor shall be furnished a summary of any reports prepared as a result of the visit.
 - (2) The Agreement gives the Agency, DHS, and the U.S. Department of Health and Human Services the authority to copy program and fiscal records.
 - b. Provide the Agency with information about fees collected and the fee source.
 - c. Maintain all records pertaining to the Agreement at **222 E. Superior Street, #324, Duluth, MN 55802** for four (4) years for audit purposes.

- d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Service Manual, and the administrative rules of the State Agency.
 - e. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.
2. Books, records, documents and accounting procedures and practices of the Contractor relative to the Agreement are subject to examination by the Agency.
- F. Bonding, Indemnity, Insurance, and Audit Clause:
1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies.
 2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.
 - c. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."
 3. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Agreement, have and keep in force a professional/commercial liability insurance policy in the amount of **\$1,500,000.00** for total injuries or damages arising from any one incident and **\$3,000,000.00** general aggregate. Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **\$500,000.00** each Accident, Bodily Injury by Disease: **\$500,000.00** each employee, Bodily Injury by Disease: **\$500,000.00** policy limit. When transportation is provided by the Contractor, said Contractor shall have and keep in force automobile liability in the amount of **\$1,500,000.00** for bodily injury and property damage covering owned, non-owned and hired automobiles. Itasca County Health and Human Services must be named additional insured. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."
 4. Audit: The Contractor agrees that within sixty (60) days of the close of its fiscal year, unless a later date is agreed upon between the Agency and the Contractor, an audit will be conducted by an Accountant which will meet the requirements of the Single Audit Act of 1996, P.L. 104-156 and Office of Management and Budget, Circular No. A-133. Contractors not meeting the \$750,000 minimum requirement of expending federal dollars in a single fiscal year for single audits will be required to complete a yearly financial statement. After completion of the audit and/or financial statement, a copy of the report must be filed with the Agency. The books, records, documents, and accounting procedures of the vendor or party receiving public funds are subject to audit by the state auditor.
 5. The Contractor certifies that the organization is in compliance with the workers compensation insurance requirements of Minnesota Statutes, section 176.181, subdivision 2 as reflected in the attached proof of insurance.

G. Noncompliance

1. If the Contractor fails to comply with the provisions of this Agreement, the Agency may seek any available legal remedy.
2. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this Agreement has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

H. Independent Contractor.

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the Agency for any purpose or in any manner whatsoever. The Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement; that all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual agreement with the Agency and shall not be considered employees of the Agency and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment, including without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Agency; and that the Contractor shall defend, indemnify and hold the Agency, its officers, agents and employees, harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other person shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers compensation, employment insurance, disability, severance pay and PERA.

BY _____
(Director, Itasca County Health and Human Services)

BY _____
(Director, Contracting Agency)

DATED _____

DATED _____

BY _____
(Chairperson, Itasca County Board of Commissioners)

BY _____
(Chairperson, Board of Contracting Agency)

DATED _____

DATED _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1619

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

2021 Northern MN Swap Meet and Car Show Lease Agreement

BOARD ACTION REQUESTED:

Approve the 2021 Lease Agreement between Itasca County and the Northern Minnesota Swap Meet and Car Show, and authorize necessary signatures.

BACKGROUND:

The event contract layout and language used in this Lease Agreement was originally approved by the County Attorney's office (Re: CRT-4171). Proceeds will be sent to the Itasca Agricultural Association to be placed in the Fairgrounds Maintenance Fund. The security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2021 Car Show Swap Meet Agreement

06/15/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

County of Itasca, Minnesota

Lease Agreement

This Agreement is made effective this 22 day of June 2021, by and between Itasca County ("Lessor"); and Northern Minnesota Swap Meet and Car Show, ("Lessee"), 1 NW 3rd Street Grand Rapids, MN 55744. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. **Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 373.01, Subdivision(1)(a)(4) and Minnesota Statutes Section 398.32, Subdivision 3.
2. **Premises.** Lessor in consideration of the terms, conditions and contracts contained herein, and subject to such special conditions as are set forth in the Special Conditions attached hereto and made a part hereof and marked as Exhibit A, Exhibit B attached hereto and made a part hereof, and the payment of the Lease Agreement Fee to be paid by Lessee, Lessor hereby leases to the Lessee, subject at all times to sale, contract and use for other purposes, the non-exclusive rights in the described Premises as set forth below:

- | | |
|---|---|
| ☒ A - Cattle barn | ☒ B - Horse barn |
| ☒ C - Beef Barn | ☒ D – Poultry |
| ☒ F - United Methodist Church | ☒ H - New Moose Club |
| ☒ I - Corn Palace | ☒ J - Solid Rock |
| ☐ K - Bingo Hall | ☒ L – Eagles |
| ☒ M - All Purpose | ☐ N - Announcement Booth |
| ☒ O - Children’s barn | ☒ P – Restroom |
| ☒ Q - 4H Food Booth | ☒ T - Conservation Building |
| ☒ V - Agriculture/Horticulture Building | ☒ W - 4H Exhibit |
| ☒ X - Commercial Exhibit | ☐ Y - Committee on Aging |
| ☒ Z - Arts and Craft | ☒ AA – Gazebo |
| ☒ CC - Old Beer Garden | ☒ DD - DNR Building |
| ☐ EE - Grand Stand | ☐ FF – Storage |
| ☒ GG – Shelter | ☒ HH - Trailhead Building |
| ☒ Grounds | ☒ Parking Lot |
| ☒ Race Track | ☐ Horse Arena |

2.1 Personal Property/Fixtures: Personal Property or fixtures within the Premises shall not be deemed leased under this Agreement, unless otherwise authorized in writing.

3. **Warranties.** Lessor does not warrant its title to the premises nor undertake to defend the Lessee in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages against Lessor by third parties as a result of this Agreement.

4. **Exhibits.** This Lease Agreement is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as Exhibit A. This Lease Agreement is subject to such terms as are set forth in Exhibit B as to insurance and indemnification.

5. **Term.** The term of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. on **July 30, 2021**. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the Special Conditions marked as **Exhibit A**.

6. **Lease Agreement-Fee.** Lessee shall pay to Lessor a non-refundable Lease Agreement Fee of **\$7,500.00** for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as Exhibit A.

7. **Security Deposit.** Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of **Four Thousand Eight Hundred Dollars (\$ 4,800.00)** as a security deposit. Such security deposit shall be considered as security for the payment and performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Upon the expiration of the term hereof, Lessor shall, provided that Lessee is not in default under the terms hereof, return and pay back such security deposit to Lessee as set forth below. In the event of any default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the security deposit to its original amount.

7.1 The Security Deposit may be applied to offset any damages that may occur during the event from the Lessee or the Lessee's invitees. Review of all Premises will be conducted prior to and following the term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no damage has occurred. In the event of damages exceeding the amount as set forth above the Lessee will be liable for the balance of the damages.

7.2 The Security Deposit may be applied to offset any cleanup that has not been completed during or after the event. Review of all Premises will be conducted prior to and following the Term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no cleanup is needed. In the event of the cost of cleanup exceeds the amount as set forth above the Lessee will be liable for the balance of the cost.

8. Encumbrance. This Agreement is subject to all existing easements, rights-of-way, licenses, contracts, commingling contracts and other encumbrances upon the Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

9. Maintenance. Lessee shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate, to the extent consistent with sound and customary practices. Lessee shall comply with all laws affecting the Premises, including Federal, state or local statute, law, rule, regulation or ordinance, unless otherwise exempt.

10. Termination. The Lessor has the right to cancel this Agreement for nonpayment of any amount due under this Agreement or other violation of the terms and conditions of this Agreement. Termination of this Agreement does not relieve the Lessee from any liability for payment or other liability incurred under this Agreement.

10.1 This Agreement may be cancelled by the Lessor, if the Lessee has failed to secure all permits/licenses and approvals if any are necessary for the Lessee's approved activity as stated on the Special Conditions marked as Exhibit A.

10.2 Lessee shall, on the termination date, or earlier as provided for in this Agreement, peaceably and quietly surrender the Premises to the Lessor in a condition satisfactory to the Lessor. If the Lessee fails to surrender the Premises on the termination of this Agreement, the Lessor may obtain a court order as permitted by law to eject or remove the Lessee from the Premises and Lessee shall indemnify the Lessor for all expenses incurred by the Lessor.

10.3 In addition, Lessee shall remove all of Lessee's personal property at Lessee's expense, from the Premises prior to or at the termination date and time per this Agreement. Any personal property remaining shall be considered abandoned and shall be disposed of by the Lessor according to law. If this Agreement is terminated prior to its termination date, the Lessee shall not be relieved of any obligation incurred prior to termination.

10.4 Lessee acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

10.5 If Lessee defaults in compliance with its obligations under this Agreement, Lessor shall have the right in its exclusive discretion to permit Lessee to cure, and Lessor shall have the right upon Lessee's failure to cure such default within 10 days after receipt of written notice specifying such default, to seek such remedies or combination of remedies as may be available at law or in equity, including without limitation specific performance, damages, or termination of this Agreement. Lessor's remedies shall expressly include the right to evict Lessee and take possession of the Premises.

10.6 Lessee may terminate this Agreement for good cause, which will be at the discretion of the Lessor. In the event that this Agreement is terminated for good cause at

the discretion of the Lessor, the lease-fee shall not be refundable, and the security deposit shall be handled in accordance with numbers 7, 7.1, and 7.2 above.

11. Right of Entry. Lessor, or its agents, contractors, or employees shall have the right to enter upon and into said Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of the Lessee, except in cases where emergency entry is necessary to preserve the Premises and other property.

12. Liability. This Agreement shall not be construed as imposing any liability on the Lessor for injury or damage to the person or property of the Lessee, or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect.

12.1 Indemnification. Lessee agrees to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of Lessee, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this Agreement. See Exhibit B.

12.2 Insurance. Lessee agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as indicated and shown in attached Exhibit B and/or the Special Conditions marked as Exhibit A.

12.3 The Lessor reserves the right to terminate, suspend or rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Lessee. All insurance policies shall be open to inspection by the Lessor, and copies of policies shall be submitted to the Lessor upon written request.

13. Banned Substances. Lessee agrees that no tobacco products, drugs, or illegal substances of any kind shall be sold or distributed on the premises under any circumstances. Alcohol may be served or sold if Lessee is properly licensed/permited by the appropriate licensing/permitting authority and as authorized in the Special Conditions marked as Exhibit A. Lessee understands that any violation of this paragraph shall give the Lessor the rights to terminate this Agreement without penalty to the Lessor, and permanently bar Lessee, or any member or guest of lessee, from the Premises.

14. Lost Property. The Lessor assumes no responsibility whatsoever, for any property placed on the Premises, and the Lessor is hereby expressly released and discharged from any and all liabilities for any loss of property and discharged from any and all liabilities for any loss of property that may be sustained by the use of said Premises under this Agreement.

15. Right to Control. It is understood that the Lessor hereby reserves the right to control and manage the Premises and to enforce all necessary and proper rules for the management

and operation of the Premises and for the Lessor employees or other authorized representatives to enter and exercise their authority at the Premises at any time. The Lessor also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the Premises and Lessee hereby waives any and all claims for damages against the Lessor or any of its representatives resulting from the exercise of this authority.

16. Recovery of Expenses. If it is necessary for the Lessor to incur expenses by court action or otherwise for the ejectment of Lessee or Lessee's invitees, or the removal from the leased premises of the Lessee's or Lessee's invitee's personal property, or recovery of the amount due under this Agreement, or for any other remedy of the Lessor under this lease, and the Lessor prevails in the court action or otherwise, then the Lessee shall pay to the Lessor all expenses, including attorney's fees, thus incurred by the Lessor.

17. Severability. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation or ordinance, unless exempt, the intentions of the Lessor and Lessee here is that the remaining parts of this Agreement shall not be affected thereby.

18. Governing Law. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute arising out of this Agreement may upon mutual agreement of the parties be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

19. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representative of the Lessor and Lessee.

20. Notification. Any notice given under this Contract shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail. The proper mailing addresses for Lessor and Lessee for the purposes of serving notice are as follows:

Lessor

Itasca Lessor Land Department
c/o Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

Itasca Lessor Auditor
Lessor Courthouse
123 NE 4th Street
Grand Rapids, Minnesota 55744

Lessee

Northern Minnesota Swap Meet and Car
Show
c/o Nicole Franzone
1 NW 3rd St.
Grand Rapids, MN 55744
218 326-6619 Cell 218 360-1793

21. Compliance with Laws. Lessee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations, unless exempt, now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Lessee is responsible.

22. Records Audition and Retention. Lessee's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Lessee agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

23. Waiver. Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

24. Assignment. Lessee shall not encumber or assign this Agreement or sublet the Premises or any part thereof without prior written consent of Lessor. No action of Lessor in collecting payment from any sublessee, assignee, or occupant shall constitute a waiver hereof.

25. Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

25.1 If this Agreement conflicts with a Special Conditions, the Special Conditions shall control.

EXECUTION

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be signed by its duly authorized officers and the Lessee has hereunto set its hand.

Dated this _____ day of _____, _____.

Lessee: Northern MN swap Meet and Car Show
(Nicole Franzone)

Lessor: County of Itasca

By: _____
Its _____

By: _____
Its _____
Chair of the Board of Commissioners

By: _____
Its _____
Clerk of the Board of Commissioners

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

Exhibit A
Lease Agreement
Special Conditions Supplement

This document shall be considered the Special Conditions to the Lease Agreement between Itasca County, hereinafter referred to as “Lessor”, and Northern Minnesota Swap Meet and Car Show, hereinafter referred to as “Lessee”, which was made effective on the 22th day of June 2021.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement made effective on the 22th day of June 2021.

I. Special Terms.

Activities are described below (i.e. beer garden, vendors, food booths, activities requiring license/permit, detailed description of event, etc.):

This event will be open to the public from July 23th through July 25th with vendor booths, food vendors, car shows, and a beer garden. Paid Parking is required except for Mesabi Trail users. Full use of the grounds and buildings as identified in the Lease Agreement will be included.

Both parties of this contract mutually agree to the following in addition to the terms contained in the Lease Agreement.

1. Lessee will be responsible for providing garbage dumpsters and removal after event.
2. Lessee will be responsible for providing and maintaining additional portable restrooms.
3. Lessee will be responsible for all Parking Staff as needed.
4. Lessee will be allowed to use the Racetrack and Pit Area for additional parking, dependent on weather conditions.
5. Licensed/Permitted Activity under Section 13 “Banned Substances” of the Lease Agreement, if applicable (i.e. beer garden, etc.):
 - a. Lessee will be allowed to have a Beer Garden in accordance with the conditions set forth in the Lease Agreement.
6. Mobile Food booths will be limited to 10 mobile food booths

II. COVID-19 Addendum.

To help minimize the spread of COVID-19 within Itasca County, Lessor may need to make decisions that affect events and facilities on County property.

Lessor reserves the right to postpone or close any event pertaining to this Agreement for the protection and general welfare of the public during the Term of this Agreement. Any

postponement or closer will be reduced to writing either by email or in the form of a letter. When possible, the notification will be given 24 to 48 hours in advanced but may be less if an emergency. If the Lessor postpones or cancels an event no fee will be charged for the planned event.

Lessee acknowledges there may be inherent public health risks to event staff and participants when holding this event. Lessee supports the following recommended safety practices to help reduce public health risks at the event.

1. Wearing of masks for attendees who are unvaccinated.
2. Social distancing of 6 feet between attendees from different households.
3. Minimize overall number of attendees or crowd size, limiting size of groups.
4. Manage traffic flow and prevent congregating of people at the event.
5. Avoid serving food buffet style, use single boxed foods or single server with proper PPE.
6. Have masks and hand sanitation stations available, disinfecting frequently touched surfaces.
7. Have people stay at home if sick and discourage participation of those who are at high risk.

Lessee agrees to follow all CDC and Minnesota Department of Health COVID-19 guidelines applicable at the time of the event, as well as any State of Minnesota Executive Orders applicable at the time of the event. Lessee also agrees to develop and utilize a COVID-19 Preparedness Plan for the event that is approved by the Itasca County Health and Human Services Public Health Division.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1393

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

The Itasca County Board of Commissioners encourages citizen input. Each citizen will be allowed to address the County Board one time for up to three (3) minutes in length. Comments should be directed to the Board as a body. When addressing the Board, please state your name and address for the record. The Board will take all information under advisement. As part of County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a County Board meeting. In addition, no political grandstanding, candidate endorsement, or other attempts to influence the outcome of an election shall be permitted. Any violation of the above statement shall result in the loss of your remaining time.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1630

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

To recognize those employees who have either experienced a job change, given notice of leaving employment, received commendation, or to welcome any new employees.

BACKGROUND:

- Welcome new employee Samantha Vork, Public Health Nurse, Health and Human Services Department effective June 14, 2021.
- Congratulations to Kimberly Huffman who accepted a job change from Health Plan Compliance Coordinator to Data Project Coordinator, IMCare Division of Health & Human Services Department effective June 14, 2021
- Welcome new employee Willie Storm, Survey Technician, Survey & Mapping Department effective June 21, 2021.
- Congratulations to Tanya Elich who accepted a job change from Human Resources Assistant, HR Department to Assessment Technician, Assessor Department effective June 21, 2021

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1253

DEPARTMENT: Auditor / Treasurer

PRESENTER: Gail Guck

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of June 25, 2021 in the amount \$2,341,168.31.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1242

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

ICHHS Warrants

BOARD ACTION REQUESTED:

Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for June 2021, in the amount of \$1,452,604.24.

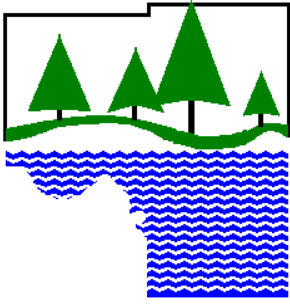
BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHS Warrants - June 2021

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

Visit us at : www.co.itasca.mn.us

June 2021

Income Maint/Admin Payments	\$ 496,835.94
Social Services - Waivers	\$ 8,248.99
Social Services - Non-Waivers	\$ 403,067.40
Foster Care/Out of Home/FamilySupport	\$ 453,742.31
Relative Custoday/Preventive Placement Costs/Incidentals	\$ 12,417.94
Public Health	\$ 11,686.95
Community Health Board	\$ 66,604.71
Total	\$ 1,452,604.24

Note : The above is a general description of payments made during the month indicated and is not intended to be a detailed itemization. The Community Health Board does not affect the Health & Human Services budget or levy.

June 2021
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison					
	Actual 2021	Actual 2020	Actual 2019	Actual 2018	Actual 2017
January	375,450.87	459,792.92	304,901.00	403,335.16	487,398.32
February	276,036.33	591,619.05	395,125.46	317,598.86	481,561.52
March	470,336.10	503,054.15	481,292.60	401,231.62	412,873.40
April	327,746.28	447,083.94	369,984.89	486,982.25	457,943.88
May	435,540.15	533,038.47	431,360.66	326,329.84	477,818.82
June	453,742.31	382,221.73	511,262.03	511,990.80	413,821.03
July		361,553.69	374,861.55	345,911.09	386,995.99
August		324,126.58	553,349.32	420,305.34	505,027.90
September		388,223.65	454,942.93	346,840.99	340,256.49
October		482,584.01	535,920.86	505,385.69	393,487.54
November		397,425.90	420,910.89	379,374.21	442,092.74
December		351,799.88	222,554.78	410,475.92	433,741.15
Total	2,338,852.04	5,222,523.97	5,056,466.97	4,855,761.77	5,233,018.78

Child Protection Statistics					
	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	40	21	53%	6	29%
February	46	34	74%	15	44%
March	46	29	63%	6	21%
April	29	28	97%	8	29%
May	42	34	81%	9	26%
June	55	28	51%	10	36%
July					
August					
September					
October					
November					
December					
	258	174	70%	54	31%
	average			average	

June 2021
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
Go Forward Group Home	-	\$245/day	\$ 85,015
Northwestern MN Juvenile	-	\$167-\$265/day	\$ 79,908
The Bridge Residential Facility	-	\$250/day	\$ 44,250
North Homes	-	\$175 - \$365/day	\$ 33,913
Snyders/Foundation for Life	-	\$122/day	\$ 26,040
Mille Lacs Academy	-	\$334 - \$403/day	\$ 21,237
West Central Juvenile Center	-	\$334/day	\$ 20,456
Little Sand Group Home	-	\$240/day	\$ 16,187
Kindred Family Focus	-		\$ 8,704
Lighthouse	-	\$128/day	\$ 8,680
Northwood	-	\$294-\$331/day	\$ 7,690
Northstar	-	\$128/day	\$ 3,500
Lutheran Social Services	-	\$148-\$194/day	\$ 2,649
Village Ranch	-	\$175 - \$231/day	\$ 1,174
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ -
Arrowhead Juvenile Center	-	\$250/day	\$ -
Bar None	-	\$475/day	\$ -
Dakota County Juvenile Serv	-	\$170 - \$ 291/day	\$ -
Fond Du Lac Foster Care	-		\$ -
Healing Foundations	-	\$375.77/day	\$ -
Heartland Girls Ranch	-	\$249 - \$316/day	\$ -
Itaskin Juvenile Center	-	\$175 - \$328/day	\$ -
Kidspeace Corp	-	\$266/day	\$ -
MCF - Redwing	-	\$215/day	\$ -
MN Dept of Corrections	-	\$269/day	\$ -
New Trails Group Home	-	\$242/day	\$ -
Pathfinders Children Treat	-	\$106/day	\$ -
Peace House	-	\$115/day	\$ -
Port Group Homes	-	\$178/day	\$ -
Prairie Lakes Youth Program	-	\$209 - \$239/day	\$ -
Serenity Christian Homes	-	\$256.69/day	\$ -
St Cloud Children's Home	-	\$221/day	\$ -
Woodland Hills	-	\$152 - \$331/day	\$ -
Individuals*	-	\$21 - \$121/day	\$ 94,340
Total			\$ 453,742

*Individuals : Includes Foster Care & Family Support Programs



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1623

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Amendment to Lease Agreement with USS Solar

BOARD ACTION REQUESTED:

Approve amendment to the lease agreement with USS Itasca Clean Energy LLC for a solar lease and easement at the Grand Rapids/Itasca County Airport and authorize necessary signatures.

BACKGROUND:

The City of Grand Rapids and the Grand Rapids Public Utilities Commission have been working with US Solar on a solar garden project at the Grand Rapids/Itasca County Airport. The site has been graded and a developers agreement has been reached between all parties. An amendment to the lease and solar easement are now required for the project to move forward.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. First Amendment to Lease - USS Itasca Clean Energy LLC

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

**FIRST AMENDMENT
TO
OPTION TO LEASE, LEASE AND SOLAR EASEMENT**

This FIRST AMENDMENT TO OPTION TO LEASE, LEASE AND SOLAR EASEMENT (this “Amendment”) is made and entered into as of _____, 2021, by and between the City of Grand Rapids, a Minnesota municipal corporation, as 100% fee owner of Parcel No. 1, the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common of Parcel No. 2, the Grand Rapids / Itasca County Joint Airport Commission, as 100% fee owner of Parcel No. 3, and the Grand Rapids – Itasca County Airport Commission, as 100% fee owner of Parcel No. 4 (collectively, “Lessor”) and USS Itasca Clean Energy LLC, a Delaware limited liability company, and its successors and assigns (“Lessee”).

RECITALS

WHEREAS, Lessor and USS Itasca Clean Energy LLC (the “Original Lessee”) previously entered into that certain Option to Lease, Lease and Solar Easement (the “Lease”), dated as of February 23, 2021, whereby Lessor leased to the Original Lessee the Lease Premises described on Exhibit A thereto and granted to the Original Lessee certain easements over the Easement Premises described on Exhibit B thereto;

WHEREAS, a memorandum of the Lease was recorded on March 31, 2021 in the Office of the County Recorder of Itasca, Minnesota, as Document Number A000750583 (the “Memorandum of Lease”);

WHEREAS, Lessor and Lessee desire to amend the Lease by executing and delivering this Amendment.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee, intending to be legally bound, hereby agree as follows:

AGREEMENT

Section 1. Defined Terms. Capitalized terms used herein but not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Lease.

Section 2. Amendment.

(a) Description of Lessor Property, Lease Premises, Access Premises, and Distribution Premises. The Lease is hereby amended by deleting Exhibit A in its entirety and replacing it with the Exhibit A attached to this Amendment.

(b) Description of Sunlight Easement Premises. The Lease is hereby amended by deleting Exhibit B in its entirety and replacing it with the Exhibit B attached to this Amendment.

Section 3. Effect of Amendment. Lessor and Lessee hereby acknowledge and agree that the Lease, as amended hereby, remains in full force and effect.

Section 4. Amendment to Memorandum of Lease. Lessor and Lessee shall execute, and Lessee shall have the right to record, an amendment to the Memorandum of Lease in the form attached hereto as Exhibit C. Lessor hereby consents to the recordation of such amendment.

Section 5. Governing Law. This Amendment and all matters arising hereunder or in connection herewith shall be governed by and construed in accordance with the governing law set forth in the Lease.

Section 6. Counterparts. This Amendment may be executed in one or more counterparts, all of which taken together, shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto have caused this Amendment to be executed by their duly authorized representatives on the date first written above.

LESSEE

USS Itasca Clean Energy, a Delaware limited liability company

By: _____
Reed Richerson

Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by Reed Richerson, the Vice President of USS Itasca Clean Energy LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

My commission expires:

LESSOR
As to Parcel No. 1:
City of Grand Rapids, a Minnesota municipal corporation

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 2:
City of Grand Rapids, a Minnesota municipal corporation
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 2:
County of Itasca, Minnesota
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 3:
Grand Rapids / Itasca County Joint Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 4:
Grand Rapids - Itasca County Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

Exhibit A

Description of Lessor Property, Lease Premises, Access Premises and Distribution Premises

1. Lessor Property:

1. Lessor Property

Four tract(s) in Itasca County, Minnesota described as follows:

Property ID: 91-033-1309 (Parcel No. 1)

That part of the South one-half of the North one-half of the Southwest Quarter of the Northeast Quarter, Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota lying westerly of the following described line:

Commencing at the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 01 degrees 24 minutes 51 seconds East, assigned bearing, along the west line of said Southwest Quarter of the Northeast Quarter, 658.39 feet to the south line of the North one-half of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, along said south line, 927.27 feet to the point beginning of the line to be herein described; thence North 38 degrees 37 minutes 42 seconds East 423.40 feet to the north line of said south one-half of the north one-half of the Southwest Quarter of the Northeast Quarter and said described line there terminating.

Property ID: 91-033-1306 (Parcel No. 2)

The North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

Property ID: 91-033-1201 (Parcel No. 3)

South One Quarter of the Northwest Quarter of the Northeast Quarter (S1/4 of NW1/4 NE1/4), Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

Property ID: 91-033-1301 (Parcel No. 4)

The East Four Hundred Ten feet (E. 410') of the North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

2. Lease Premises:

For Property ID: 91-033-1309 (Parcel No. 1)

That part of the South Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence South 70 degrees 09 minutes 19 seconds West 134.35 feet to the north line of the South Half of the North Half of the Southwest Quarter of the Northeast Quarter and the point of beginning of the parcel to be described; thence South 89 degrees 40 minutes 48 seconds West, along said north line 870.31 feet; thence South 00 degrees 00 minutes 00 seconds East 192.38 feet; thence North 90 degrees 00 minutes 00 seconds East 240.00 feet; thence South 00 degrees 00 minutes 00 seconds West 85.27 feet; thence South 90 degrees 00 minutes 00 seconds East 210.75 feet thence South 86 degrees 57 minutes 40 seconds East 31.52 feet; thence North 90 degrees 00 minute 00 seconds East 220.60 feet; thence North 00 degrees 01 minutes 42 seconds East 102.87 feet; thence North 41 degrees 32 minutes 46 seconds East 237.47 feet to the Point of Beginning and there terminating.

For Property ID: 91-033-1306 (Parcel No. 2)

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 284.54 feet to the north line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 89 degrees 39 minutes 45 seconds West along said north line 333.14 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the parcel to be described; thence continuing South 89 degrees 39 minutes 45 seconds West, along said north line of the North Quarter of the Southwest Quarter of the Northeast Quarter, 663.52 feet; thence South 00 degrees 00 minutes 00 seconds East 329.14 feet to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 40 minutes 48 seconds East, along said south line, 671.41 feet to the west line of the said East 410.00 feet; thence North 01 degrees 22 minutes 26 seconds West, along last said west line, 329.39 feet to the point of beginning and there terminating.

For Property ID: 91-033-1201 (Parcel No. 3)

That part of the South Quarter of the Northwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

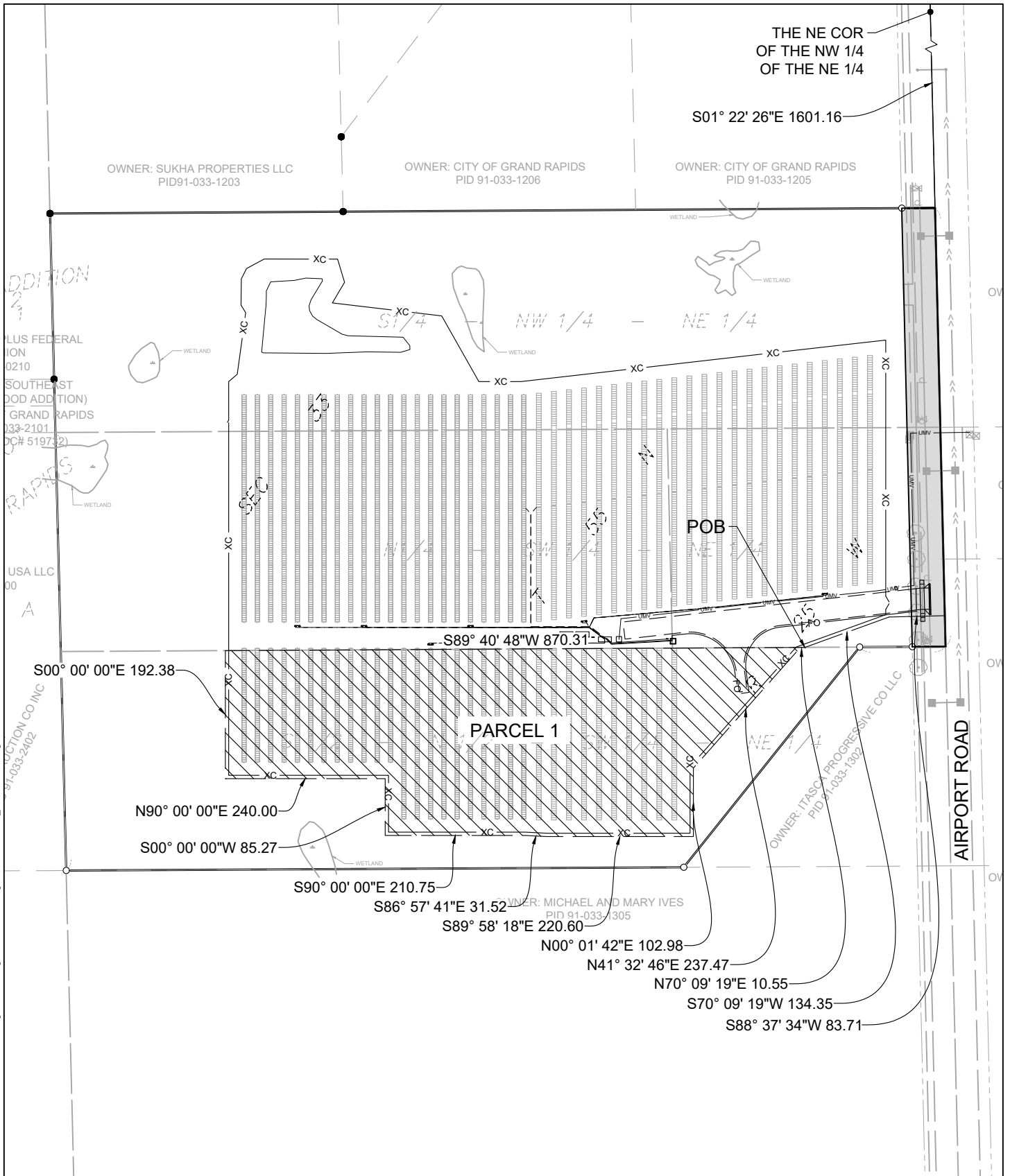
Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 284.54 feet to the south line of said South Quarter of the Northwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the parcel to be described; thence continuing North 00 degrees 00 minutes 21 seconds West 137.11 feet; thence South 83 degrees 30 minutes 21 seconds West 556.43 feet; thence North 90 degrees 00 minutes 00 seconds West 60.08 feet; thence North 29 degrees 30 minutes 05 seconds West 112.97 feet; thence North 83 degrees 16 minutes 12 seconds West 160.23 feet; thence North 30 degrees 43 minutes 18 seconds East 30.55 feet; thence North 16 degrees 43 minutes 23 seconds West 42.34 feet; thence North 89 degrees 54 minutes 46 seconds West 115.27 feet; thence South 61 degrees 25 minutes 42 seconds West 32.87 feet; thence South 27 degrees 04 minutes 08 seconds West 20.03 feet; thence South 00 degrees 39 minutes 49 seconds West 42.21 feet; thence South 31 degrees 41 minutes 17 seconds East 12.88 feet; thence South 07 degrees 44 minutes 46 seconds West 89.70 feet; thence South 49 degrees 59 minutes 24 seconds West 17.35 feet; thence South 00 degrees 00 minutes 00 seconds East 77.38 feet to said south line of the South Quarter of the Northwest Quarter of the Northeast Quarter; thence North 89 degrees 39 minutes 45 seconds East, along said south line 996.66 feet to the Point of Beginning and there terminating.

For Property ID: 91-033-1301 (Parcel No. 4)

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet to the POINT OF BEGINNING of the parcel to be described; thence North 00 degrees 00 minutes 21 seconds West 284.54 feet to the north line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 89 degrees 39 minutes 45 seconds West along said north line 333.14 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 01 degree 22 minutes 26 seconds East, along said west line 329.39 feet to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 40 minutes 48 seconds East along said south line 198.89 feet; thence North 70 degrees 09 minutes 19 seconds East 134.35 feet to the Point of Beginning and there terminating.

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PREMISES EASEMENT -	
PLATTED LOT LINES -	
EXISTING EASEMENT -	

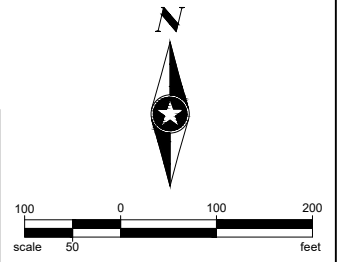


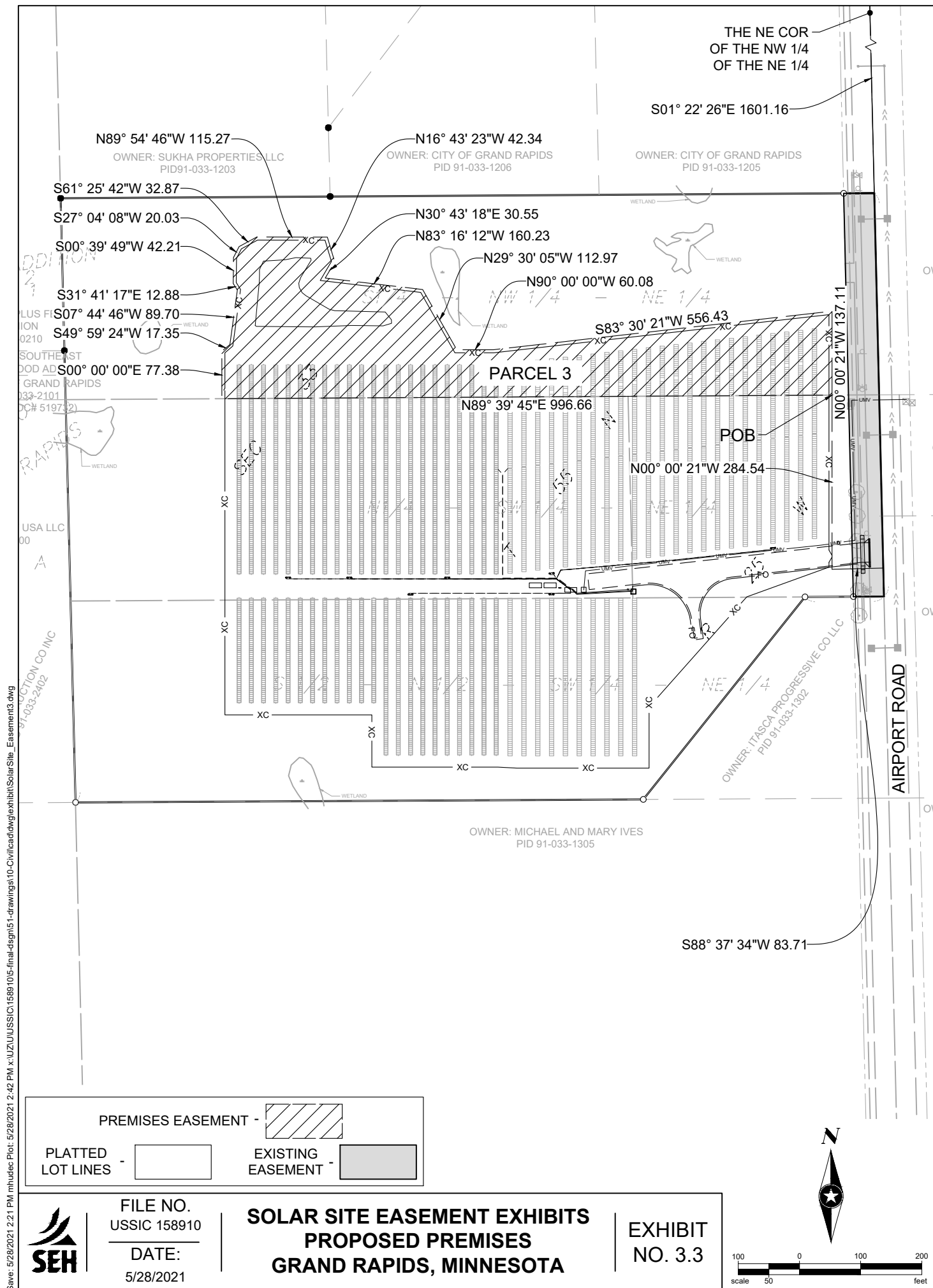
FILE NO.
USSIC 158910

DATE:
5/28/2021

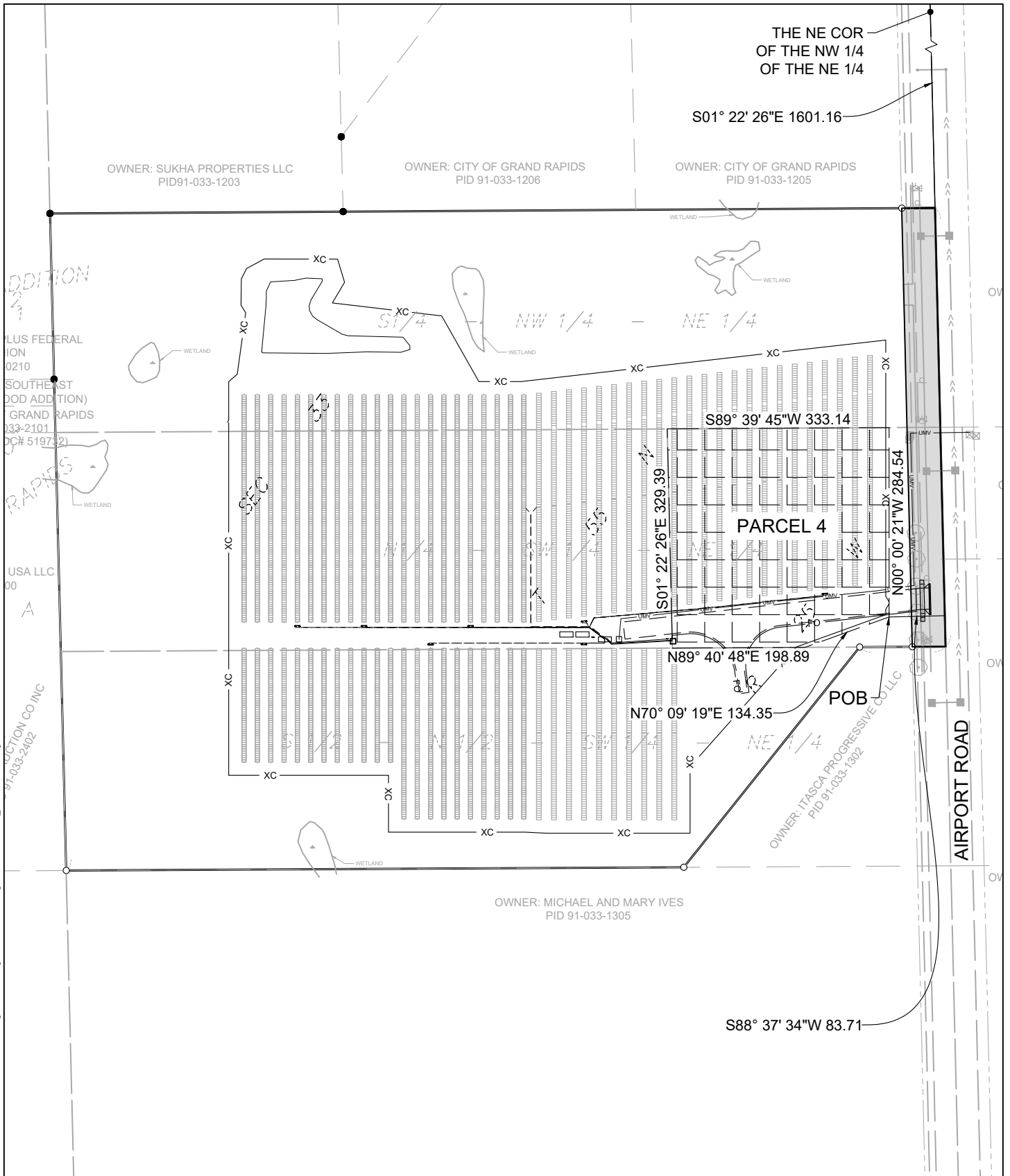
**SOLAR SITE EASEMENT EXHIBITS
PROPOSED PREMISES
GRAND RAPIDS, MINNESOTA**

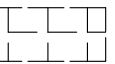
**EXHIBIT
NO. 3.1**





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PREMISES EASEMENT - 

PLATTED LOT LINES - 

EXISTING EASEMENT - 

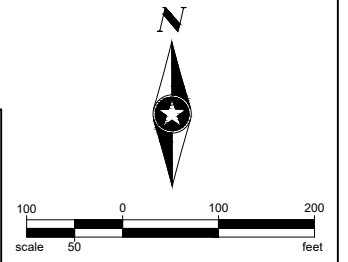


FILE NO.
USSIC 158910

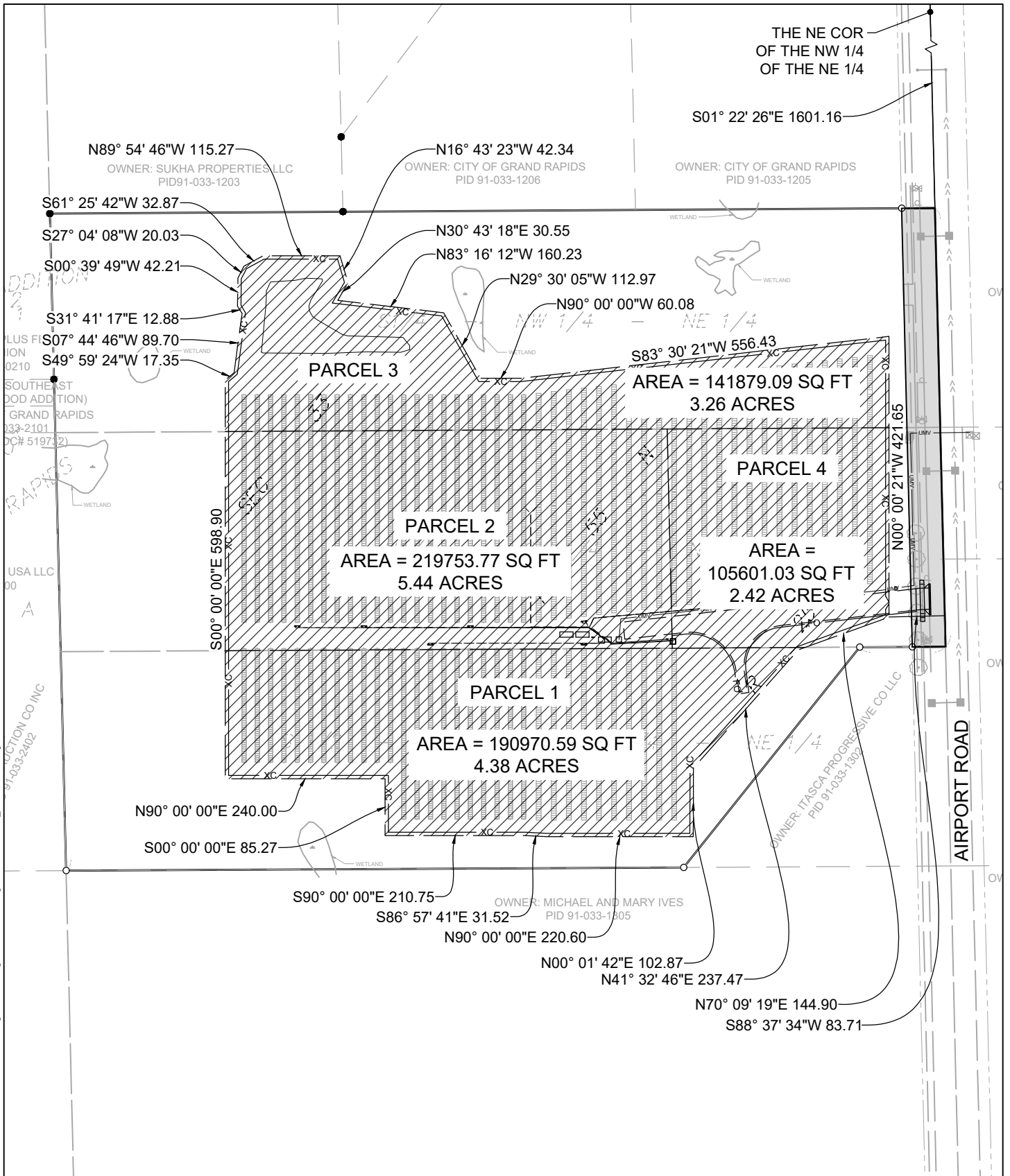
DATE:
5/28/2021

**SOLAR SITE EASEMENT EXHIBITS
PROPOSED PREMISES
GRAND RAPIDS, MINNESOTA**

**EXHIBIT
NO. 3.4**



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PREMISES EASEMENT -	
PLATTED LOT LINES -	
EXISTING EASEMENT -	



FILE NO.

USSIC 158910

DATE:

6/14/2021

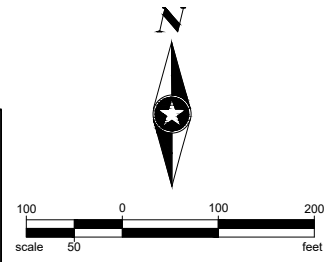
SOLAR SITE EASEMENT EXHIBITS

PROPOSED PREMISES

GRAND RAPIDS, MINNESOTA

EXHIBIT

NO. 3



3. Access Premises:

For Property ID: 91-033-1301 (Parcel No. 4)

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet to the POINT OF BEGINNING of the easement to be described; thence continuing North 00 degrees 00 minutes 21 seconds West 32.21 feet; thence North 83 degrees 30 minutes 21 seconds East 32.93 feet to the westerly right of way line of Airport Road; thence South 01 degree 22 minutes 26 seconds East, along said westerly right of way line, 32.13 feet; thence South 83 degrees 30 minutes 21 seconds West 33.70 feet to the Point of Beginning and there terminating.

4. Distribution Premises:

For Property ID: 91-033-1301 (Parcel No. 4)

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

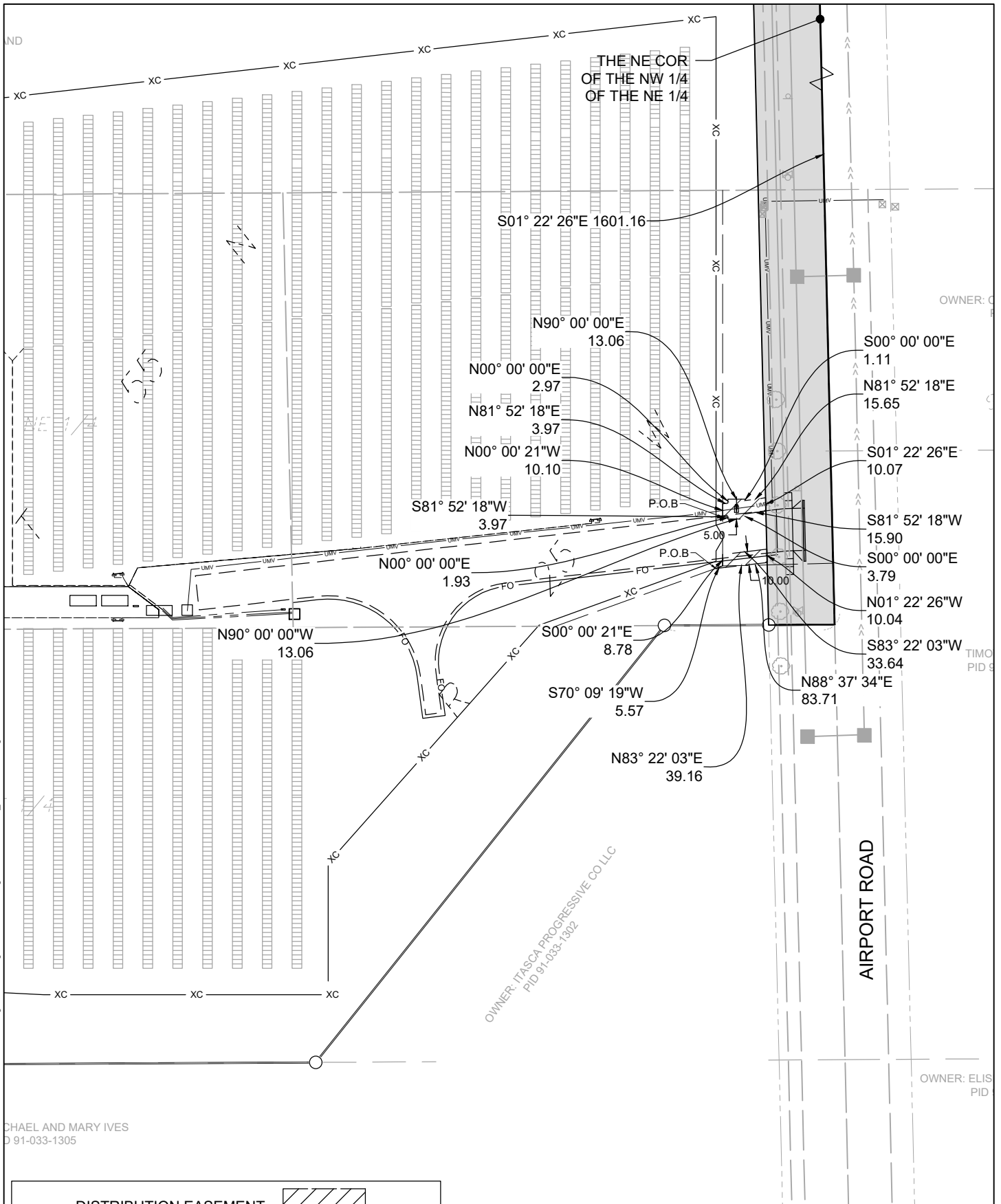
Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet to the POINT OF BEGINNING of the easement to be described; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence South 01 degree 22 minutes 26 seconds East, along said westerly right of way line, 10.04 feet; thence South 83 degrees 22 minutes 03 seconds West 39.16 feet; thence North 70 degrees 09 minutes 19 seconds East 5.57 feet to the Point of Beginning and there terminating.

TOGETHER WITH

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 36.96 feet to the POINT OF BEGINNING of the easement to be described; thence continuing North 00 degrees 00 minutes 21 seconds West 10.10 feet; thence North 81 degrees 52 minutes 18 seconds East 3.97 feet; thence North 00 degrees 00 minutes 00 seconds East 2.97 feet; thence North 90 degrees 00 minutes 00 seconds East 13.06 feet; thence South 00 degrees 00 minutes 00 seconds East 1.11 feet; thence North 81 degrees 52 minutes 18 seconds East 15.65 feet to the westerly right of way line of Airport Road; thence South 01 degree 22 minutes 26 seconds East, along said westerly right of way line 10.07 feet; thence South 81 degrees 52 minutes 18 seconds West 15.90 feet; thence South 00 degrees 00 minutes 00 seconds East 3.79 feet; thence North 90 degrees 00 minutes 00 seconds West 13.06 feet; thence North 00 degrees 00 minutes 00 seconds East 1.93 feet; thence South 81 degrees 52 minutes 18 seconds West 3.97 feet to the Point of Beginning and there terminating.

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DISTRIBUTION EASEMENT -



PLATTED
LOT LINES -



EXISTING
EASEMENT -



FILE NO.
USSIC 158910

DATE:
5/28/2021

SOLAR SITE EASEMENT EXHIBITS PROPOSED DISTRIBUTION GRAND RAPIDS, MINNESOTA

EXHIBIT
NO. 1.5

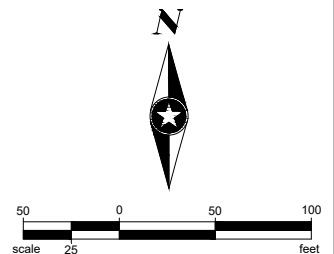


EXHIBIT B

Description of Sunlight Easement Premises

Four tract(s) in Itasca County, Minnesota described as follows:

Property ID: 91-033-1309 (Parcel No. 1)

That part of the South one-half of the North one-half of the Southwest Quarter of the Northeast Quarter, Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota lying westerly of the following described line:

Commencing at the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 01 degrees 24 minutes 51 seconds East, assigned bearing, along the west line of said Southwest Quarter of the Northeast Quarter, 658.39 feet to the south line of the North one-half of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, along said south line, 927.27 feet to the point beginning of the line to be herein described; thence North 38 degrees 37 minutes 42 seconds East 423.40 feet to the north line of said south one-half of the north one-half of the Southwest Quarter of the Northeast Quarter and said described line there terminating.

Property ID: 91-033-1306 (Parcel No. 2)

The North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

Property ID: 91-033-1201 (Parcel No. 3)

South One Quarter of the Northwest Quarter of the Northeast Quarter (S1/4 of NW1/4 NE1/4), Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

Property ID: 91-033-1301 (Parcel No. 4)

The East Four Hundred Ten feet (E. 410') of the North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

EXHIBIT C

Form of Amendment to Memorandum of Lease

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_____(TOP 3 INCHES RESERVED FOR RECORDING DATA)_____

**FIRST AMENDMENT TO MEMORANDUM OF OPTION TO LEASE, LEASE AND
SOLAR EASEMENT**

THIS FIRST AMENDMENT TO MEMORANDUM OF OPTION TO LEASE, LEASE AND SOLAR EASEMENT (this “Amendment”), dated as of _____, 2021 (the “Effective Date”), is made by and between the City of Grand Rapids, a Minnesota municipal corporation, as 100% fee owner of Parcel No. 1, the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common of Parcel No. 2, the Grand Rapids / Itasca County Joint Airport Commission, as 100% fee owner of Parcel No. 3, and the Grand Rapids – Itasca County Airport Commission, as 100% fee owner of Parcel No. 4 (collectively, “Lessor”) and USS Itasca Clean Energy LLC, a Delaware limited liability company (“Lessee”) whose address 100 N 6th Street, Suite 410B, Minneapolis, MN 55403.

A. Lessor and US Solar Development LLC (the “Original Lessee”) previously entered into that certain Option to Lease, Lease and Solar Easement (the “Lease”), dated as of February 23, 2021 whereby Lessor leased to the Original Lessee the Lease Premises described on Exhibit A thereto and granted to the Original Lessee certain easements over the Easement Premises described on Exhibit B thereto;

B. A memorandum of the Lease was recorded on March 31, 2021 in the Office of the County Recorder of Le Sueur County, Minnesota, as Document Number A000750583 (the “Memorandum”);

C. This Amendment is being recorded to amend the property description set forth in Exhibit A and Exhibit B to the Memorandum and to provide notice to third parties of such amendment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereby agree as follows:

1. Exhibit A to the Memorandum is hereby amended by replacing it with Exhibit A attached hereto.

2. The Memorandum is hereby amended by adding after Exhibit A thereof the Exhibit B attached hereto.

3. This Amendment is only a modification of the Memorandum. It does not serve as a termination of the Memorandum. The Memorandum, as amended hereby, remains in full force and effect.

4. The Memorandum and this Amendment have been executed, delivered and recorded for the purpose of giving notice of the lease, easements, and other rights in accordance with the terms, covenants and conditions of the Lease. The terms and conditions of the Lease are incorporated by reference into the Memorandum and this Amendment as if set forth fully herein at length. In the event of any conflict between the terms and provisions of the Lease, on the one hand, and the Memorandum and this Amendment, on the other hand, the Lease shall control.

[Signature pages follow]

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Amendment as of the day and year first above written.

LESSEE

USS Itasca Clean Energy LLC, a Delaware limited liability company

By: _____
Reed Richerson

Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by Reed Richerson, the Vice President of USS Itasca Clean Energy LLC, a Delaware limited liability company, on behalf of the company.

Notary Public
My commission expires:

LESSOR
As to Parcel No. 1:
City of Grand Rapids, a Minnesota municipal corporation

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 2:
City of Grand Rapids, a Minnesota municipal corporation
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public
My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 2:
County of Itasca, Minnesota
as 50% tenant in common

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 3:
Grand Rapids / Itasca County Joint Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

LESSOR
As to Parcel No. 4:
Grand Rapids - Itasca County Airport Commision,

By the County of Itasca, Minnesota,
Its authorized signatory

By: _____
Name: _____
Its: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____.

Notary Public

My commission expires:

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N 6th St., Suite 410B
Minneapolis, MN 55403
612.260.2230

Exhibit A

Description of Lessor Property, Lease Premises, Access Premises and Distribution Premises

1. Lessor Property:

1. Lessor Property

Four tract(s) in Itasca County, Minnesota described as follows:

Property ID: 91-033-1309 (Parcel No. 1)

That part of the South one-half of the North one-half of the Southwest Quarter of the Northeast Quarter, Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota lying westerly of the following described line:

Commencing at the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 01 degrees 24 minutes 51 seconds East, assigned bearing, along the west line of said Southwest Quarter of the Northeast Quarter, 658.39 feet to the south line of the North one-half of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, along said south line, 927.27 feet to the point beginning of the line to be herein described; thence North 38 degrees 37 minutes 42 seconds East 423.40 feet to the north line of said south one-half of the north one-half of the Southwest Quarter of the Northeast Quarter and said described line there terminating.

Property ID: 91-033-1306 (Parcel No. 2)

The North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

Property ID: 91-033-1201 (Parcel No. 3)

South One Quarter of the Northwest Quarter of the Northeast Quarter (S1/4 of NW1/4 NE1/4), Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

Property ID: 91-033-1301 (Parcel No. 4)

The East Four Hundred Ten feet (E. 410') of the North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

2. Lease Premises:

For Property ID: 91-033-1309 (Parcel No. 1)

That part of the South Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence South 70 degrees 09 minutes 19 seconds West 134.35 feet to the north line of the South Half of the North Half of the Southwest Quarter of the Northeast Quarter and the point of beginning of the parcel to be described; thence South 89 degrees 40 minutes 48 seconds West, along said north line 870.31 feet; thence South 00 degrees 00 minutes 00 seconds East 192.38 feet; thence North 90 degrees 00 minutes 00 seconds East 240.00 feet; thence South 00 degrees 00 minutes 00 seconds West 85.27 feet; thence South 90 degrees 00 minutes 00 seconds East 210.75 feet thence South 86 degrees 57 minutes 40 seconds East 31.52 feet; thence North 90 degrees 00 minute 00 seconds East 220.60 feet; thence North 00 degrees 01 minutes 42 seconds East 102.87 feet; thence North 41 degrees 32 minutes 46 seconds East 237.47 feet to the Point of Beginning and there terminating.

For Property ID: 91-033-1306 (Parcel No. 2)

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 284.54 feet to the north line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 89 degrees 39 minutes 45 seconds West along said north line 333.14 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the parcel to be described; thence continuing South 89 degrees 39 minutes 45 seconds West, along said north line of the North Quarter of the Southwest Quarter of the Northeast Quarter, 663.52 feet; thence South 00 degrees 00 minutes 00 seconds East 329.14 feet to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 40 minutes 48 seconds East, along said south line, 671.41 feet to the west line of the said East 410.00 feet; thence North 01 degrees 22 minutes 26 seconds West, along last said west line, 329.39 feet to the point of beginning and there terminating.

For Property ID: 91-033-1201 (Parcel No. 3)

That part of the South Quarter of the Northwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

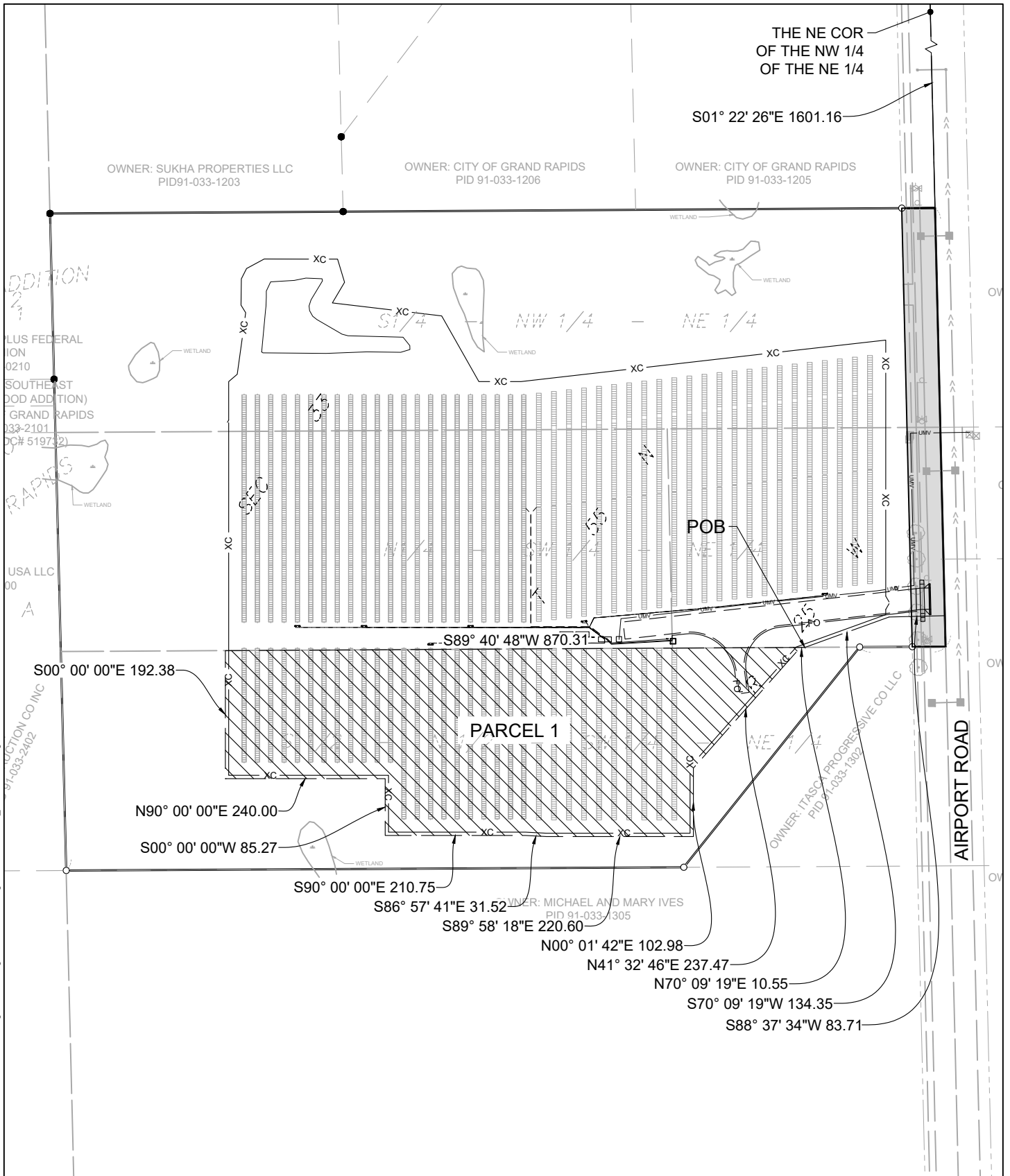
Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 284.54 feet to the south line of said South Quarter of the Northwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the parcel to be described; thence continuing North 00 degrees 00 minutes 21 seconds West 137.11 feet; thence South 83 degrees 30 minutes 21 seconds West 556.43 feet; thence North 90 degrees 00 minutes 00 seconds West 60.08 feet; thence North 29 degrees 30 minutes 05 seconds West 112.97 feet; thence North 83 degrees 16 minutes 12 seconds West 160.23 feet; thence North 30 degrees 43 minutes 18 seconds East 30.55 feet; thence North 16 degrees 43 minutes 23 seconds West 42.34 feet; thence North 89 degrees 54 minutes 46 seconds West 115.27 feet; thence South 61 degrees 25 minutes 42 seconds West 32.87 feet; thence South 27 degrees 04 minutes 08 seconds West 20.03 feet; thence South 00 degrees 39 minutes 49 seconds West 42.21 feet; thence South 31 degrees 41 minutes 17 seconds East 12.88 feet; thence South 07 degrees 44 minutes 46 seconds West 89.70 feet; thence South 49 degrees 59 minutes 24 seconds West 17.35 feet; thence South 00 degrees 00 minutes 00 seconds East 77.38 feet to said south line of the South Quarter of the Northwest Quarter of the Northeast Quarter; thence North 89 degrees 39 minutes 45 seconds East, along said south line 996.66 feet to the Point of Beginning and there terminating.

For Property ID: 91-033-1301 (Parcel No. 4)

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet to the POINT OF BEGINNING of the parcel to be described; thence North 00 degrees 00 minutes 21 seconds West 284.54 feet to the north line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 89 degrees 39 minutes 45 seconds West along said north line 333.14 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 01 degree 22 minutes 26 seconds East, along said west line 329.39 feet to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 40 minutes 48 seconds East along said south line 198.89 feet; thence North 70 degrees 09 minutes 19 seconds East 134.35 feet to the Point of Beginning and there terminating.

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PREMISES EASEMENT -	
PLATTED LOT LINES -	
EXISTING EASEMENT -	

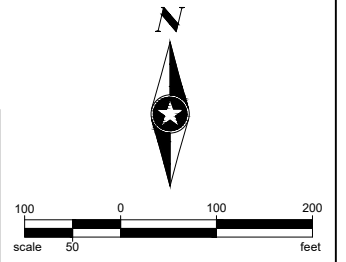


FILE NO.
USSIC 158910

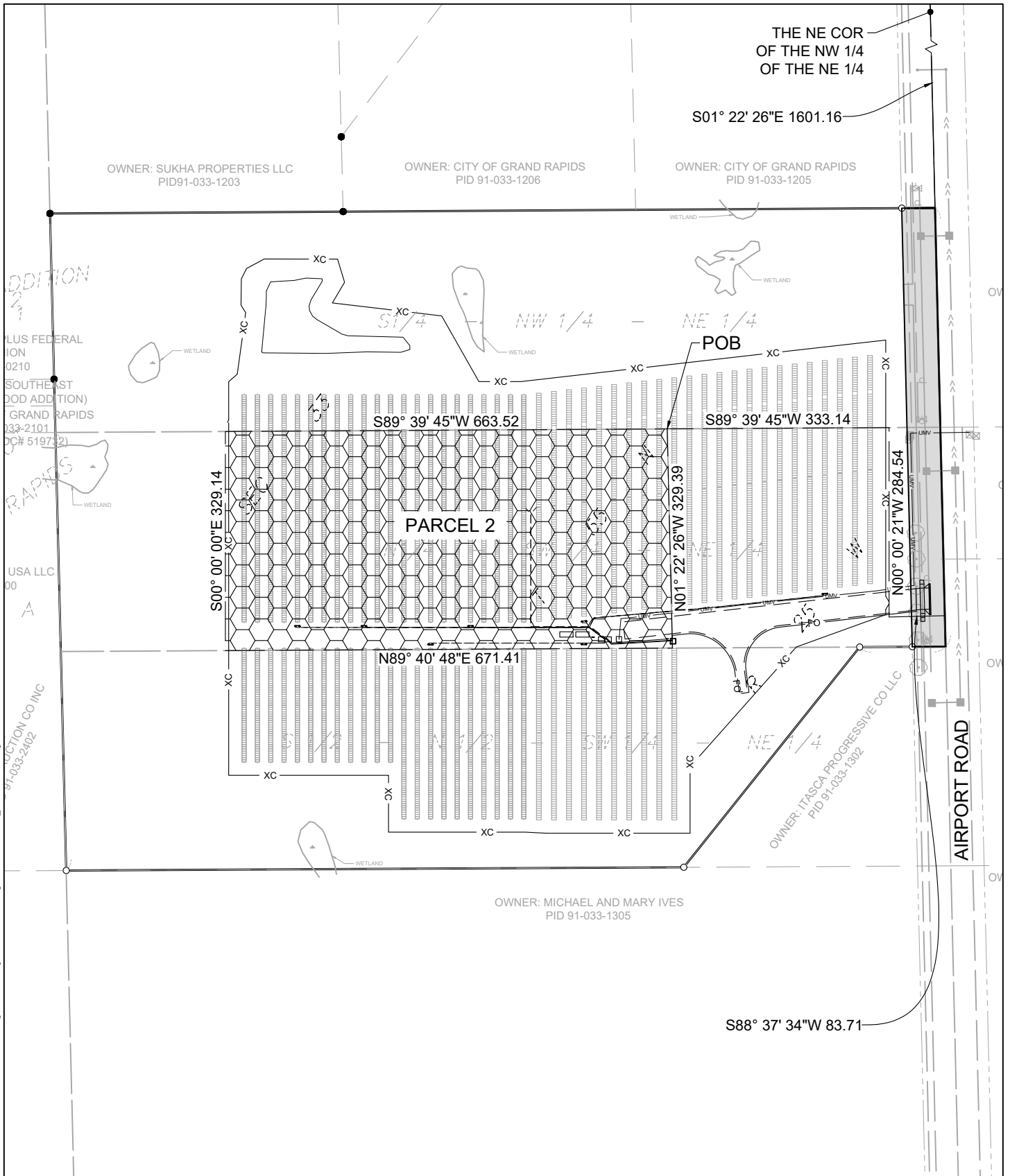
DATE:
5/28/2021

**SOLAR SITE EASEMENT EXHIBITS
PROPOSED PREMISES
GRAND RAPIDS, MINNESOTA**

**EXHIBIT
NO. 3.1**

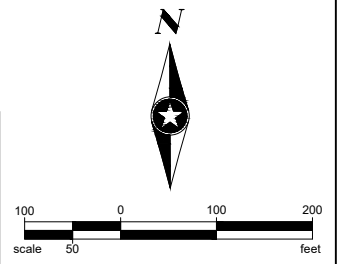


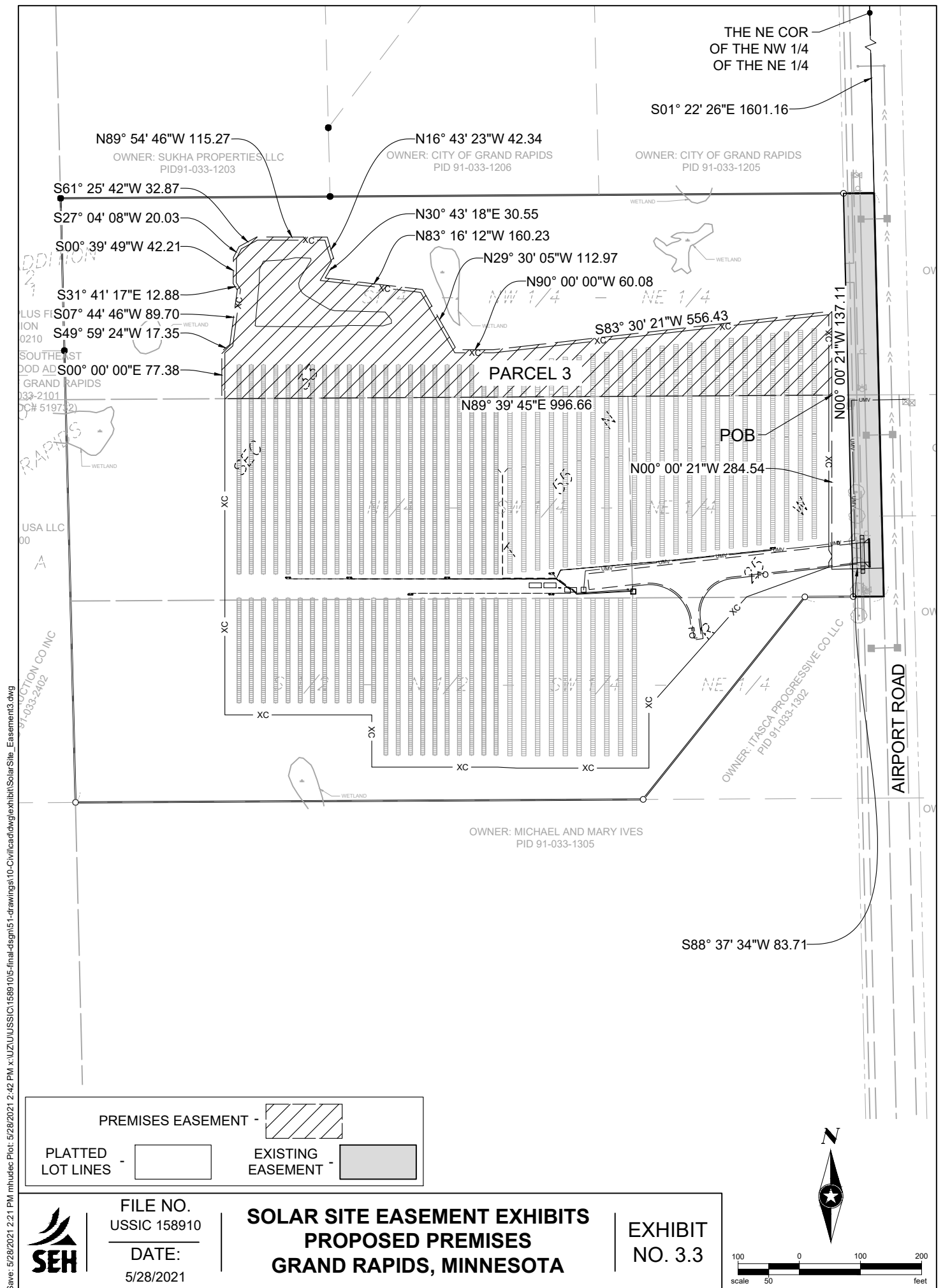
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PREMISES EASEMENT -	
PLATTED LOT LINES -	
EXISTING EASEMENT -	

	FILE NO.	SOLAR SITE EASEMENT EXHIBITS	EXHIBIT NO. 3.2
	USSIC 158910		
	DATE:		
	5/28/2021	PROPOSED PREMISES	
		GRAND RAPIDS, MINNESOTA	





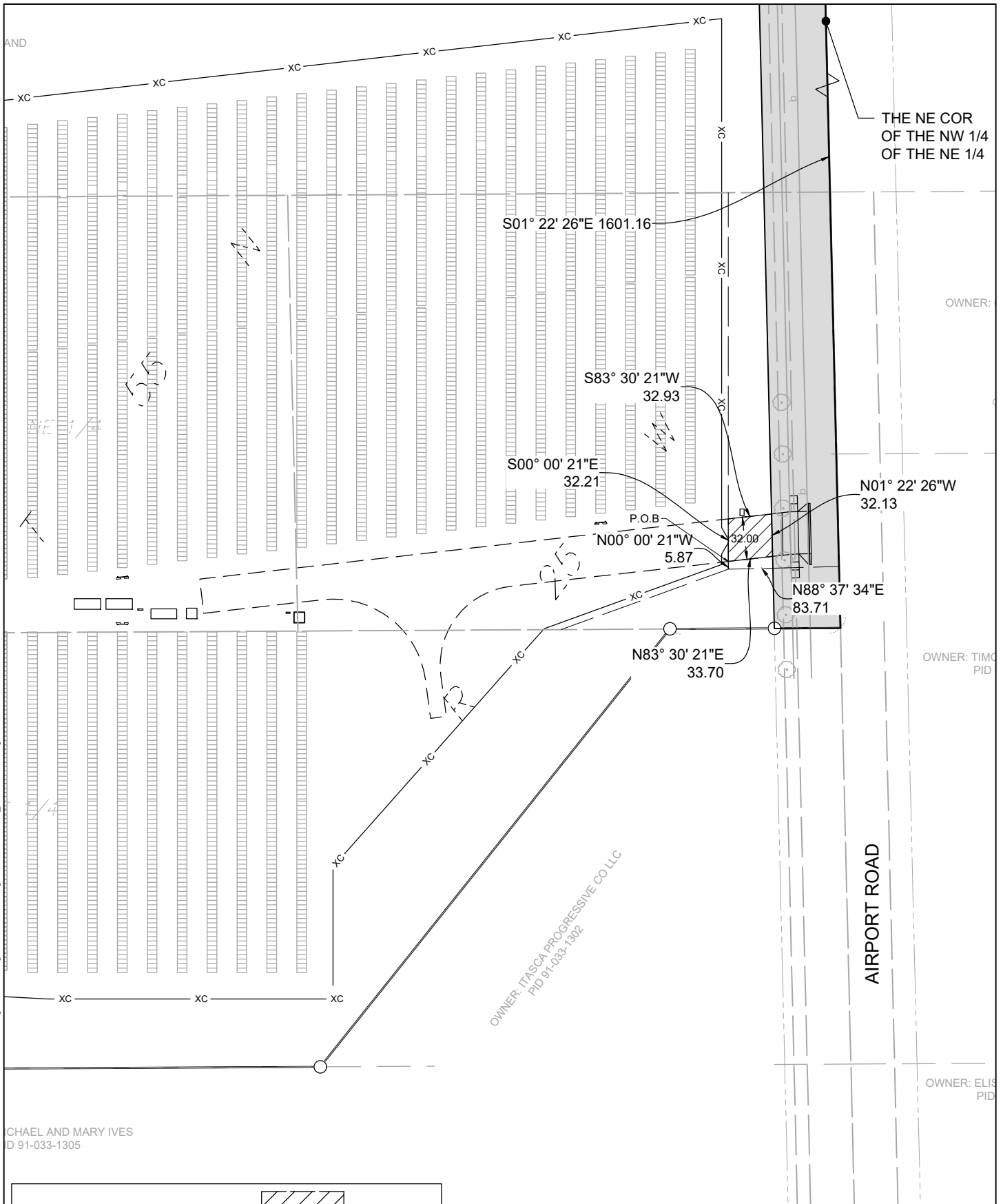
3. Access Premises:

For Property ID: 91-033-1301 (Parcel No. 4)

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet to the POINT OF BEGINNING of the easement to be described; thence continuing North 00 degrees 00 minutes 21 seconds West 32.21 feet; thence North 83 degrees 30 minutes 21 seconds East 32.93 feet to the westerly right of way line of Airport Road; thence South 01 degree 22 minutes 26 seconds East, along said westerly right of way line, 32.13 feet; thence South 83 degrees 30 minutes 21 seconds West 33.70 feet to the Point of Beginning and there terminating.

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PLATTED
LOT LINES

ACCESS EASEMENT

EXISTING
EASEMENT



FILE NO.
USSIC 158910

DATE:
5/28/2021

SOLAR SITE EASEMENT EXHIBITS PROPOSED ACCESS GRAND RAPIDS, MINNESOTA

EXHIBIT
NO. 2



4. Distribution Premises:

For Property ID: 91-033-1301 (Parcel No. 4)

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

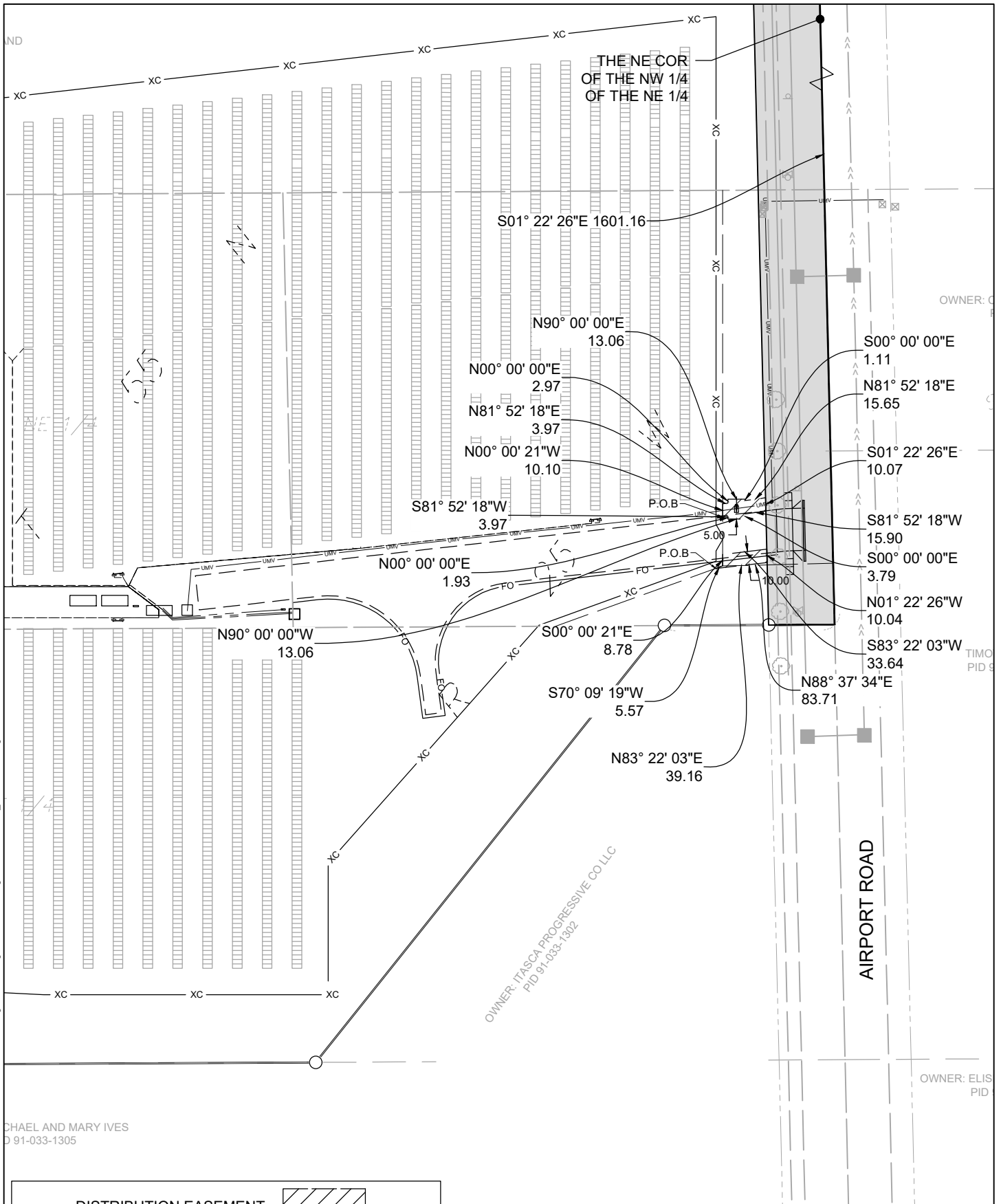
Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet to the POINT OF BEGINNING of the easement to be described; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence South 01 degree 22 minutes 26 seconds East, along said westerly right of way line, 10.04 feet; thence South 83 degrees 22 minutes 03 seconds West 39.16 feet; thence North 70 degrees 09 minutes 19 seconds East 5.57 feet to the Point of Beginning and there terminating.

TOGETHER WITH

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 36.96 feet to the POINT OF BEGINNING of the easement to be described; thence continuing North 00 degrees 00 minutes 21 seconds West 10.10 feet; thence North 81 degrees 52 minutes 18 seconds East 3.97 feet; thence North 00 degrees 00 minutes 00 seconds East 2.97 feet; thence North 90 degrees 00 minutes 00 seconds East 13.06 feet; thence South 00 degrees 00 minutes 00 seconds East 1.11 feet; thence North 81 degrees 52 minutes 18 seconds East 15.65 feet to the westerly right of way line of Airport Road; thence South 01 degree 22 minutes 26 seconds East, along said westerly right of way line 10.07 feet; thence South 81 degrees 52 minutes 18 seconds West 15.90 feet; thence South 00 degrees 00 minutes 00 seconds East 3.79 feet; thence North 90 degrees 00 minutes 00 seconds West 13.06 feet; thence North 00 degrees 00 minutes 00 seconds East 1.93 feet; thence South 81 degrees 52 minutes 18 seconds West 3.97 feet to the Point of Beginning and there terminating.

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DISTRIBUTION EASEMENT -



PLATTED
LOT LINES -



EXISTING
EASEMENT -



FILE NO.
USSIC 158910

DATE:
5/28/2021

SOLAR SITE EASEMENT EXHIBITS PROPOSED DISTRIBUTION GRAND RAPIDS, MINNESOTA

EXHIBIT
NO. 1.5

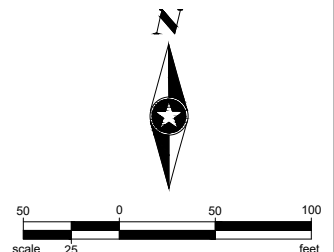


EXHIBIT B

Description of Sunlight Easement Premises

Four tract(s) in Itasca County, Minnesota described as follows:

Property ID: 91-033-1309 (Parcel No. 1)

That part of the South one-half of the North one-half of the Southwest Quarter of the Northeast Quarter, Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota lying westerly of the following described line:

Commencing at the northwest corner of said Southwest Quarter of the Northeast Quarter; thence South 01 degrees 24 minutes 51 seconds East, assigned bearing, along the west line of said Southwest Quarter of the Northeast Quarter, 658.39 feet to the south line of the North one-half of said Southwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 25 seconds East, along said south line, 927.27 feet to the point beginning of the line to be herein described; thence North 38 degrees 37 minutes 42 seconds East 423.40 feet to the north line of said south one-half of the north one-half of the Southwest Quarter of the Northeast Quarter and said described line there terminating.

Property ID: 91-033-1306 (Parcel No. 2)

The North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

Property ID: 91-033-1201 (Parcel No. 3)

South One Quarter of the Northwest Quarter of the Northeast Quarter (S1/4 of NW1/4 NE1/4), Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.

Property ID: 91-033-1301 (Parcel No. 4)

The East Four Hundred Ten feet (E. 410') of the North Quarter (N1/4) of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Thirty-three (33), Township Fifty-five (55) North of Range Twenty-five (25) West of the Fourth Principal Meridian, Itasca County, Minnesota.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1631

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

COVID-19 Update

BOARD ACTION REQUESTED:

Receive an informational update regarding COVID-19.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. COVID report 6-22-2021

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1231

DEPARTMENT: Health & Human Services

TIME REQUESTED: 15 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:

Receive County Based Purchasing (IMCare) Division Update/Presentation.

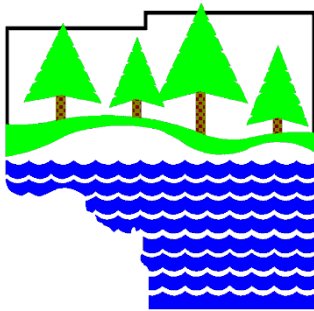
BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2020 Program Integrity Report
2. Q1 2021 Compliance Program Report

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA MEDICAL CARE (IMCare)

PROGRAM INTEGRITY REPORT For Contract Year January 1, 2020 through December 31, 2020

Itasca Medical Care (IMCare) is a division of Itasca County Health and Human Services (ICHHS). Information related to fraud is shared throughout ICHHS by Public Health Nurses, income maintenance staff, the financial assistance fraud investigator, accounting staff, social workers, case managers, care coordinators, and IMCare staff. Because IMCare is a division of the county agency and all staff are watchful for misuse of public funding, potential problems are addressed and are typically resolved quickly. That human factor and collaboration in detecting fraud has established the county's reputation for close scrutiny and early detection acknowledged by providers and recipients.

IMCare has a formal compliance plan in accordance with OIG guidelines. The plan is reviewed and revised no less than annually. The Contract Compliance Officer provides an annual training to all IMCare staff, along with the Itasca County Board of Commissioners, on our Compliance Plan, Standards of Conduct and Fraud, Waste and Abuse. New employees receive training upon hire. The Contract Compliance Officer has reviewed the Standards of Conduct for IMCare, initial staff and partner education and acceptance has been completed and continues (for new staff). Per the Deficit Reduction Act, IMCare established and implemented policies and procedures relative to the False Claims Act. IMCare oversees the fraud, waste and abuse training to its non-deemed Medicare Advantage and Part D providers per the Medicare Improvements to Patients and Providers Act (MIPPA).

IMCare performs monthly claims audits, post utilization reviews, chart audits in conjunction with HEDIS, review of high dollar cases on a monthly basis, review of multiple ER visits within a quarter, review of controlled substance prescriptions, and maintains a fraud line to report potential fraud, waste, and abuse. IMCare follows up on all calls from members regarding questionable services on DTRs and Prescription Drug EOBs. Employees understand and are encouraged to report any suspected fraud to their immediate supervisor, the Director, or the Compliance Officer. All information obtained regarding potential fraud, waste and/or abuse is forwarded to the Health Plan Compliance Coordinator for investigation and follow-up. Caremark provides a monthly list of excluded prescribers, IMCare's entire database of providers in the claims system is scanned monthly for excluded providers. The IMCare Data/Project Coordinator compares owners, partners, managing employees, etc. to the various exclusions databases monthly to ensure there are no excluded providers. All exclusions databases are checked upon credentialing and re-credentialing for all potential and participating providers.

IMCare continues to use Compliance 360 to track policies and procedures, ensuring that they are reviewed timely, and no less than annually. Compliance 360 also has the applicable state and federal rules and regulations, and NCQA Standards downloaded as part of the application that we use. These are updated annually and are for reference or can be linked to the appropriate policies and procedures. IMCare continues to add all the policies and procedures, and attachments to Compliance 360. IMCare is reviewing existing internal systems (IE: Jira & Dynamo) for a better method to track and maintain FWA cases. This will allow

continuity in reporting and create a more efficient record keeping process, including automatically assigning case numbers. IMCare anticipates implementing this change during the second quarter of 2021.

Direct Methods for Verification of Services

- The Program Integrity Team reviews reports linking transportation encounters to clinic visits and other medical-related services.
- The Program Integrity Team reviews potential multiple visits/assessments billed on Extended Diagnostic Assessments.
- The Program Integrity Team reviews potential misuse of telehealth due to COVID-19 changes.
- IMCare's QI/UM Director has chart abstractors randomly audit behavioral health and medical records to identify discrepancies between billed vs. documented. Findings are reported back to The Program Integrity Team to determine appropriate action.
- Care Coordinators/Case Managers verify services with the enrollee or the enrollee's representative through the assessment, re-assessment, and transition processes.
- Part D Drug EOBs are sent quarterly to MSHO enrollees.

Pre-Payment and Post-Payment Edits

IMCare had over 323 EDI edits in place in 2020. These edits are for claims that have invalid or missing information. Claims are rejected at the clearinghouse level, so they do not require processor review. This allows the processor more time for those claims that 'pend' for other various edits, and to focus on fraud, waste, and abuse efforts on the front end.

IMCare pays claims weekly. There are preliminary processes that occur prior to the weekly run. One piece of the preliminary process is to review monitoring workflows to help identify potential fraud, waste, and abuse. The claims processors work through each monitoring report and address all issues prior to the payment process. This process includes reaching out to providers to work through issues, and potentially voiding claims or denying claims, as appropriate. These monitoring workflows include, but are not limited to:

- Affiliations Not Matching EDI Data
- Aphakia_Pseudophakia for Dual Members
- APR/DRG Response Results
- B-Allow and P-Allow Exceptions
- Claims for DUAL Members that Include Both DUAL and Medicare Amt's
- Claims for Medicare Members Taking Copays
- Claims for Supplies with Medicare Primary Denying as Duplicates
- Claims Split into Multiple Claims
- Claims Submitted with Fractional Mileage
- Claims where EX Array of either DU or DX and Paid status of NN
- Claims with Blank TPSTAT
- Claims with mod 90 billed incorrectly
- Daily report of provider adds
- Denied Capped Rental claims with LT and RT modifiers
- Denied Telehealth Claims
- DME capped rental codes billed with modifier other than RR that need pricing
- DME Capped Rental Purchases
- DME claims with U3 modifier
- DMEPOS Provided During an Inpatient Stay

- ESRD Ambulance Claims Monitoring Report
- EW – analyzing reinstated and termed members
- EW – changing counter amount
- EW – determining counter amount
- EW – monthly EW file load report analysis
- EW Claims over 180 days
- EW Services Billed for Non EW Member
- Eyewear Copays for MNCAIM populations
- Hearing Aid Batteries Billed with Other Services
- Hearing Aid Check verifying Attending-Rendering Provider
- Hearing Aid Dispenser Billing Codes Not Allowed
- HSS Denied Claims to be Paid
- Indian Health Service Claims
- Inpatient Hospital Claims To Be Paid
- Maintenance (MS) of Oxygen Equipment Denied in Error without Correction
- Manually Reverse TPstat for corrected-replacement Claim
- Medical Assistance Cost Sharing Exceptions
- Medicare DME claims with RB modifier
- Medicare Primary - DME codes billed without required modifier RR or NU or UE
- Medicare QF Modified Oxygen Claims With Associated Portable Oxygen Claims
- Medicare Replacement Primary Claims with PR-B7 PR-B9
- MH attending provider on H claims copay should be removed
- Modifier 52 payment reduction
- Modifier 76 Duplicate Review
- Modifiers that include reduction on Hospital claims
- Mohs Surgery proc combination review
- Monitoring report for Outpatient claims with Modifier PN
- Multiple Month Billing - Multiple Service Lines - Medical
- Non-Covered Induced Abortion Services
- O2 Claims Denying for Benefit Limit when Medicare Allowed
- Out of State Dental 837D Claims
- Paid and Denied Claims with Retain Pend EX Codes
- Payable Claims- Group Number and Pay To P
- Payment Reduction Errors
- Procedure codes 99495 and 99496 billed
- Process Before Pay Run
- Replacement without a recouped original
- Report of IMCare Inpatient claims with PR-35 or PR-119
- Report of Voided Auths
- Restricted Recipient with conflicting service lines
- RETRO - DMEPOS Provided During an Inpatient Stay
- Unpaid Claims with Error Bundling EX Code

Total Number of Reports, for Each Provider Type and for Enrollees

IMCare reported the following cases for the State Fiscal Year:

- Provider
 - Behavioral Health Provider 9

- Pharmacy 1
- Enrollees
 - Reviewed 602
 - Restricted 1
 - Re-enrolled 0

Number of Opened Case, Number of Cases Resolved, and Number Remaining Open

- Provider
 - Opened 10
 - Resolved 10
 - Remaining Open 0
- Enrollees
 - Opened 602
 - Resolved 601
 - Remaining Open 9 (current restricted recipients)

Number and types of penalties or sanctions imposed

- 0

Dollar Amounts Recovered that had Been Paid on Behalf of Enrollees

- \$6,950.81

Number of Referrals to the Medicaid Fraud Control Unit (MFCU)

- 1 (referred through SIRS)

To administer and manage the program, IMCare has created a Program Integrity Team which includes:

- Sarah Duell, IMCare Director
- Alexis Martire, Quality Director
- Celeste Tarbuck, Claims Supervisor
- Laura Grover, Contract Compliance Officer
- Kim Huffman, Health Plan Compliance Coordinator
- Stephanie Mattson*, Health Plan Compliance Coordinator
- Lisa Arnold, Data/Project Coordinator (responsible for Enrollment)
- A Quality Improvement/Utilization Management (QI/UR) Nurse
- Two ICHHS representatives – the Fraud Investigator and the Accounting Technician responsible for the transportation program administered by the agency.

* Stephanie Mattson, Health Plan Compliance Coordinator, is the individual responsible for carrying out the anti-fraud plan. Her additional contact information is:

Itasca Medical Care
 1219 SE 2nd Avenue
 Grand Rapids MN 55744
stephanie.mattson@co.itasca.mn.us
 Phone: 218.327.6766
 Fax: 218.327.5545

IMCare has a Compliance Referral Form for anyone to refer fraud, waste, and abuse issues directly to the compliance team. Internally, the form can be completed and scanned and emailed to the FWA lead directly or to imcarecompliance@co.itasca.mn.us. IMCare also accepts referral forms from all sources via email,

fax, phone, mail, or in person. The FWA program lead is the first point of contact for referrals. They determine the credibility of the referral and the issue, investigates as necessary, and takes appropriate action. As necessary, referrals are addressed by the Program Integrity Team. The FWA lead also has the resources of the Compliance Officer and Health Plan Compliance Coordinator available, as needed to assist with investigating, reviewing, interviewing, or determining actions to be taken.

The Program Integrity Team meets biweekly to discuss agency-wide issues that may affect IMCare, and to identify additional risk areas, identify additional methods for verification of services, develop courses of action, and review monitoring reports and other ad-hoc reports that were developed since the previous meeting. The attendance of the County Fraud Investigator and the Accounting Technician provides an opportunity for IMCare to collaborate and gain information on clients known to the agency that may be new to IMCare. IMCare intends to continue to collaborate with the Fraud Investigator for investigative assistance, and the resources that position holds. The team is working to identify unique opportunities of working one-on-one, with the hope of reciprocating benefits to the agency and IMCare.

Please see Policy and Procedure 1.05.19 – Fraud and Abuse Plan for ongoing fraud, waste, and abuse activities.

Q1 2021 Compliance Program

Report to the Compliance Committee

June 16, 2021

Purpose

Reporting to the governing body is a crucial element of an effective compliance program. This allows the board to exercise due diligence and to conduct proper and effective oversight. Reporting should also help commissioners remain aware of internal risks and industry compliance risks so they can develop risk control strategies and remain proactive in the long term.

Executive Summary

IMCare continued to work to increase internal awareness of reportable compliance and fraud, waste and abuse issues to the Contract Compliance Officer and/or Health Plan Compliance Coordinator.

The contract with the Minnesota Department of Human Services (DHS) requires IMCare to maintain a Surveillance Integrity Unit (SIU). The Compliance Coordinator is the lead investigator of the SIU. The Compliance Coordinator position was vacated mid 2020 but was not filled due to the county-wide hiring freeze. The internal Utilization Management Workgroup absorbed many of the SIU activities, with investigations lead by the IMCare QI/UM Director, the IMCare Director, and the Contract Compliance Officer.

Training and Education

IMCare is required to provide training to all employees and contracted/appointed individuals at initial hire/contract/appointment and annually thereafter. IMCare uses the KnowBe4 computer-based training program to deliver and track training. The training includes:

- IMCare Standards of Conduct
- IMCare Compliance Plan and Related Policies and Procedures
- Compliance Training
- Fraud, Waste and Abuse Training
- Conflict of Interest Reporting
- Security Awareness Training

Annual training was rolled out in early November 2020 via KnowBe4. IMCare is continuing to track completion of training.

There are three outstanding individuals who have not completed the training.

Enforcement and Sanction Screening

IMCare cannot use Medicare, Medicaid or State funds to pay for services provided by excluded or sanctioned parties. IMCare is required to screen all vendors, providers and facilities,

including parties with ownership and control interest (typically non-licensed individuals), for exclusions and/or sanctions by federal or state authorities at initial credentialing and/or contracting and monthly thereafter. In addition, IMCare is required to screen all employees, contractors and board members at initial hire/appointment and monthly thereafter.

CVS|Caremark, IMCare's Pharmacy Benefit Manager, is subject to the screening requirements, as well, due to managing the IMCare pharmacy network. IMCare utilizes Streamline Verify to screen for exclusions or sanctions on prospective and current contracted or employed individuals. CVS|Caremark has their own internal process.

There were no matched parties in the sweeps for Q1 2021 by Streamline Verify or CVS|Caremark.

Hotline Activity

IMCare must have a confidential means for reporting compliance or fraud, waste and abuse issues that is available to members, providers, community members, etc. This is intended to reduce the potential for retaliation, which by law is against IMCare policy. IMCare maintains a unique toll-free number linked to the Contract Compliance Officer for this purpose versus using an outside vendor. The number is published in member marketing materials and the IMCare member and provider newsletters. IMCare has not received any specific calls in the past. In 2020, messaging was changed to include that any compliance or fraud, waste and abuse messages left will be subject to confidentiality, thus non-retaliation.

There were no calls received for Q1 2020. The SIRS Performance Audit Final Report recommended that IMCare conduct a root cause analysis as to why there are no calls to the hotline. We may need to consider other options based on findings.

Regulatory Oversight

IMCare was notified by the DHS Surveillance and Integrity Review Services (SIRS) department that they would be conducting a performance audit of IMCare's Integrity Program and Restricted Recipient Program (RRP) in late October. IMCare submitted the required document request for DHS to conduct a desk review in November. In early December, a virtual onsite audit was conducted for file review, further clarification and discussion, and additional document request. SIRS will be taking all information under advisement and will issue a preliminary report with their findings in the first quarter of 2021.

IMCare has received the SIRS Performance Audit Final Report. The findings resulted in a corrective action plan. IMCare submitted the CAP and a CAP Work Plan to address all non-compliant findings. We are currently working to get the documents approved by DHS, so that we can move forward with program improvement.

Investigations

The IMCare compliance area conducts investigations on compliance and fraud, waste and abuse related issues. Investigations are initiated when an issue is identified (i.e., member's paying cash for controlled substances, provider upcoding, abnormal billing practices, member identified in focus study reviews, provider-reported member issues, etc.). IMCare's Q1 2021 investigations included:

- Notification of a Correction Order issued by DHS due to inappropriate billing of behavioral health treatment services (Nystrom & Associates)
- Based on routine monitoring of billed transportation correlating to a claim for a valid transport, records were requested from four transportation providers to verify billing (Aspen Health Transportation; Care Cab LLC; Grand Village; Lakes Medi Van Inc)
- Inappropriate billing of intensity rates & group treatment services (Northland Recovery Center)

IMCare may report instances to the SIRS unit at DHS if the issue cannot be resolve internally of if there is a lack of cooperation in the investigation.

IMCare reported 6 investigations/cases to DHS in the Q1 2021 reporting of fraud, waste and abuse. IMCare did not refer any investigations directly to SIRS for further review/action.

There was \$430.59 recovered in overpayments to providers.

Adverse Actions Reporting

IMCare reports instances where providers/individuals/facilities are denied participation in IMCare to DHS. This reporting also includes individuals or facilities that are terminated or suspended from IMCare participation for cause (i.e., quality issues, member protections, etc.), or not for cause (voluntary termination, withdrawal of application, etc.); and payment withholds and termination actions taken by the SIRS unit and referred to IMCare.

IMCare reported 22 adverse actions against providers/facilities to DHS in the reporting of Q1 2021 Adverse Actions.

Restricted Recipient Program

The Restricted Recipient Program (RRP) is a member-based program to identify aberrant activity or actions. Placement in the program requires the member to choose designated providers for their primary care, hospital (affiliated with the primary care provider), and pharmacy. The member must use these providers for their services. If a member needs services their primary care provider cannot provide, the member must get approval and referral from their primary care provider prior to seeing them. If a member uses a provider that is not their designated provider, they risk having to pay for services out of pocket.

IMCare uses two focus studies to identify members for potential placement in the RRP. The controlled substance (CS) focus study identifies members who had four or more CS prescription fills during the previous month from more than one prescriber or more than one pharmacy. The Emergency Department (ED) focus study identifies members who had four or more ED visits since the beginning of the calendar year. The IMCare Managed Care Nurse (MCN) assigned to the identified members determines enrollment in the RRP. The MCN may provide education or send the member a warning letter of placement in the RRP prior to enrollment in the RRP, as appropriate.

There were 188 enrollees reviewed in the focus studies. There was no action taken on any enrollees in Q1 2021.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1625

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

State of Minnesota DOT and Itasca County Cooperative Construction Agreement

BOARD ACTION REQUESTED:

Adopt the Resolution Re: MnDOT Cooperative Construction Agreement No. 1036787, which authorizes entering into an agreement for the replacement of the traffic control signal system at the TH 2 / CSAH 63 intersection.

BACKGROUND:

The cooperative construction agreement between the State of Minnesota Department of Transportation and Itasca County defines the roles and responsibilities of each party in the replacement of the traffic control signal system at the TH 2 / CSAH 63 intersection (SAP 031-663-022 / SP 3103-69). The state's cost participation is \$300,000 of the estimated \$490,000 traffic control signal system project costs.

Construction will begin in May 2022.

The construction contract also includes a bituminous mill and overlay of CSAH 63 from TH 2 - Bridge No. 31509, trail construction (funded by the City of Grand Rapids) and replacement of the railroad crossing system (funded by State and BNSF).

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 1036787 AGR Itasca Co

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

RESOLUTION 2021-41

RE: MNDOT COOPERATIVE CONSTRUCTION AGREEMENT NO. 1036787

IT IS RESOLVED that Itasca County enter into MnDOT Agreement No. 1036787 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County of the State's share of the costs of the traffic control signal system construction to be performed upon, along, and adjacent to Trunk Highway No. 2 at County State Aid Highway No. 63 within the corporate limits of the City of Grand Rapids under State Aid Project No. 031-663-022 and State Project No. 031-663-022 and State Project No. 3103-69 (T.H. 2=208).

IT IS FURTHER RESOLVED that the County Board Chair and Clerk to the County Board are authorized to execute the Agreement and any amendments to the Agreement.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 22nd day of June A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 22nd day of June A.D. 2021.

Administrator

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
ITASCA COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	3103-69	Original Amount Encumbered
Trunk Highway Number (T.H.):	2=208	<u>\$267,816.35</u>
State Aid Project Number (S.A.P.):	031-663-022	
Signal System ID:	4035894	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Itasca County, acting through its Board of Commissioners ("County").

Recitals

1. The County will perform traffic control signal system construction and other associated construction upon, along, and adjacent to Trunk Highway No. 2 at County State Aid Highway (C.S.A.H.) 63 in Grand Rapids according to County-prepared plans, specifications, and special provisions designated by the County as State Aid Project No. 031-663-022 and by the State as State Project No. 3103-69 (T.H. 2=208) ("Project"); and
2. The County requests the State participate in the costs of the traffic control signal system construction and the State is willing to participate in the costs of said construction and associated construction engineering; and
3. This Agreement will supersede and terminate the traffic control signal operation and maintenance terms of Agreement No. 70737 for the intersection of Trunk Highway No. 2 and County State Aid Highway No. 63; and
4. Agreement No. 1047389 between the State and BNSF Railroad Company will address the railroad crossing signal system and traffic signal interconnect; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 10. Liability; Worker Compensation Claims; Insurance; 13. State Audits; 14. Government Data Practices; 15. Governing Law; Jurisdiction; Venue; and 17. Force Majeure. The terms and conditions set forth in Article 5. Signal

System and EVP System Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

1.4. Plans, Specifications, and Special Provisions. State Aid-approved County plans, specifications, and special provisions designated by the County as State Aid Project No. 031-663-022 and by the State as State Project No. 3103-69 (T.H. 2=208) are on file in the office of the County's Engineer and incorporated into this Agreement by reference ("Project Plans").

1.5. Exhibits. Preliminary Schedule "I" is attached and incorporated into this Agreement.

2. Right-of-Way Use

2.1. Limited Right to Occupy. The State grants to the County (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the County (or its contractors or consultants) for revoking this right of occupancy.

2.2. State Access; Suspension of Work; Remedial Measures. The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the County or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the County (and its contractor) to take such remedial measures as the State deems necessary. The State may require the County (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the County (or its contractors or consultants) for exercising its rights under this provision.

2.3. Traffic Control; Worker Safety. While the County (and its contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All County, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.

2.4. State Ownership of Improvements. The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the County's contractor with respect to such improvements (if any) will flow to the State. The County will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the County's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the County will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the County's consultants and contractors.

2.5. Utility Relocation. The State authorizes the County to issue Notices and Orders for utility relocation in accordance with Minnesota Statutes §161.45 and Minnesota Rules Part 8810.3100 through 8810.3600.

3. Contract Award and Construction

- 3.1. *Bids and Award.*** The County will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. *Bid Documents Furnished by the County.*** The County will, within 7 days of opening bids for the construction contract, submit to the State's District Engineer a copy of the low bid and an abstract of all bids together with the County's request for concurrence by the State in the award of the construction contract. The County will not award the construction contract until the State advises the County in writing of its concurrence.
- 3.3. *Rejection of Bids.*** The County may reject and the State may require the County to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the County will repeat the bidding process in a reasonable period of time, without cost or expense to the State.
- 3.4. *Direction, Supervision, and Inspection of Construction.***
- A. The contract construction will be under the direction of the County and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The County will give the District Engineer at Duluth five days notice of its intention to start the contract construction.
 - B. Responsibility for the control of materials for the contract construction will be on the County and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".
- 3.5. *Contaminated Soils and Groundwater within the State's Cost Participation Limits.***
- A. ***24 Hour Notification.*** The County will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.
 - B. ***Immediate Notification.*** The County will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The County will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.
 - C. ***Environmental Consultant.*** The County will provide for an Environmental Consultant to be on site to observe and document the excavation, handling and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the County to the State, the County hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The County will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

- 3.6. Completion of Construction.** The County will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate County official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.
- 3.7. Plan Changes.** All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the County and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative.
- 3.8. Compliance with Laws, Ordinances, and Regulations.** The County will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the County will not require the contractor to follow local ordinances or to obtain local permits.
- 3.9. Construction Documents Furnished by the County.** The County will keep records and accounts that enable it to provide the State, when requested, with the following:
- A. Copies of the County contractor's invoice(s) covering all contract construction.
 - B. Copies of the endorsed and canceled County warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate County official that final construction contract payment has been made.
 - C. Copies of all construction contract change orders, supplemental agreements, and work orders.
 - D. A certification form, provided by the State, signed by the County's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
 - iii. Full payment by the County to its contractor for all contract construction.
 - E. Copies, certified by the County's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
 - F. A copy of the "as built" plan sent to the District Engineer.

4. Right-of-Way; Easements; Permits

- 4.1.** The County will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the County will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2.** The County will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3.** The County will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.

5. Signal System and EVP System Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal System and EVP System on T.H. 2 at C.S.A.H. 63.

5.1. County Responsibilities.

- A. **Power.** The County will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad(s) or pole(s) and will pay all monthly electrical service expenses necessary to operate the Signal System and EVP System,.
- B. **Minor Signal System Maintenance.** The County will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
 - ii. Replace the Signal System(s) LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
 - iii. Clean the Signal System(s) controller cabinet and service cabinet exteriors.
 - iv. Clean the Signal System and luminaire mast arm extensions.
 - v. Paint and maintain the cross street pedestrian crosswalk markings.
 - vi. Reimburse the State for the costs associated with battery replacement for the battery back-up system which includes battery purchase, installation, and disposal.

5.2. State Responsibilities.

- A. **Timing; Other Maintenance.** The State will maintain the signing and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the County. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. **Battery Backup Replacement Batteries.** Perform all tasks associated with battery replacement for the battery back-up system which includes battery purchase, installation, and disposal and invoice the County 100% of the costs associated with this work. The State will maintain the remainder of the battery back-up system at its cost and expense.
- C. **EVP System Operation.** The EVP System will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP System must be done by State forces.
 - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP System must be reported to the State immediately.
 - iv. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the County receives written notice from the State, the State may remove the EVP System.

Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.

v. All timing of the EVP System will be determined by the State.

5.3. *Right-of-Way Access.* Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

5.4. *Related Agreements.* This Agreement will supersede and terminate the traffic control signal operation and maintenance terms of Agreement No. 70737, dated July 22, 1993, between the parties for the intersection of T.H. 2 at C.S.A.H. 63.

6. Basis of State Cost

6.1. *Schedule "I".* The Preliminary Schedule "I" includes all anticipated State participation construction items and the construction engineering cost share covered under this Agreement.

6.2. *State Participation Construction.* The State will participate in the following at the percentages indicated. The construction includes the State's proportionate share of item costs for mobilization and traffic control.

A. 67 Percent will be the State's rate of cost participation in all of the traffic control signal system construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".

6.3. *State Furnished Materials.* The State will furnish a Type "R" Cabinet and railroad preemption equipment ("State Furnished Materials"), according to the Project Plans, for the traffic control signal system covered under this Agreement. The County's lump sum share for State Furnished Materials is **\$10,620.60**. The State's lump sum share for State Furnished Materials is **\$21,563.05**. The County's cost share for State Furnished Materials will be deducted from the State's total construction cost share as shown in the Schedule "I".

6.4. *Construction Engineering Costs.* The State will pay a construction engineering charge equal to 8 percent of the total State participation construction covered under this Agreement.

6.5. *Capped Funds.* The State's cost participation in this Project, including State Furnished Materials, will not exceed \$256,161.99 for construction, \$22,274.96 for construction engineering, and \$21,563.05 for State Furnished Materials, for a total capped amount of **\$300,000.00**.

7. State Cost and Payment by the State

7.1. *State Cost.* **\$267,816.35** is the State's estimated share of the costs of the contract construction (less State Furnished Materials cost), which includes the 8 percent construction engineering cost share and a **\$25,538.75** contingency amount as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2, the State will decide whether to concur in the County's award of the construction contract and, if so, prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement. The contingency amount is provided to cover increased State cost in order to prepare the Revised Schedule "I" with contract unit prices.

7.2. *Conditions of Payment.* The State will pay the County the full and complete lump sum amount as shown in the Revised Schedule "I", after the following conditions have been met:

A. Encumbrance by the State of the State's full and complete State funded lump sum cost share as shown in the Revised Schedule "I".

- B. Execution of this Agreement and transmittal to the County, including a letter advising of the State's concurrence in the award of the construction contract.
- C. The State's receipt of a written request from the County for the advancement of funds. The request will include certification by the County that all necessary parties have executed the construction contract.

7.3. Limitations of State Payment; No State Payment to Contractor. The State's participation in the contract construction is limited to the State participation construction shown in Article 7.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the County. The County's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The County's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the County by the County's contractor.

8. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

8.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: malaki.ruranika@state.mn.us

8.2. The County's Authorized Representative will be:

Name, Title: Ryan Sutherland, Assistant County Engineer (or successor)
 Address: 123 NE 4th Street, Grand Rapids, MN 55744
 Telephone: (218) 327-2833
 E-Mail: ryan.sutherland@co.itasca.mn.us

9. Assignment; Amendments; Waiver; Contract Complete

- 9.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 9.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 9.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability; Worker Compensation Claims; Insurance

- 10.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and

other applicable law govern liability of the County. Notwithstanding the foregoing, the County will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the County's contractor(s) or consultant(s) or by a third party because of an act or omission by the County or its contractor(s) or consultant(s).

10.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

10.3. The County may require its contractor to carry insurance to cover claims for damages asserted against the County's contractor.

11. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

12. Title VI/Non-discrimination Assurances

The County agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. The County will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the County's compliance with this provision. The County must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making County staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

13. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

14. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the State.

15. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Termination; Suspension

16.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

16.2. Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

16.3. Suspension. In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

17. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000593298

ITASCA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1036787

Itasca County

S.P. 3103-69 (T.H. 2=208)

Preliminary: June 15, 2021

S.A.P. 031-663-022

State Funds

Traffic control signal system

performed under County contract with _____

located at the intersection of T.H. 2 and C.S.A.H. 63 in Grand Rapids

STATE COST PARTICIPATION	
Work Items From Sheet No. 2	234,165.00
Construction Engineering (8%)	18,733.20
State Furnished Materials (State Cost)	21,563.05
(1) Subtotal	274,461.25
State Furnished Materials Credit (Total Cost)	(32,183.65)
(2) Subtotal	242,277.60
(3) Contingency Amount	25,538.75
Encumbered Amount	\$267,816.35

(1) State funds capped at \$300,000.00, as described in Article 6.5 of the Agreement.

(2) Amount of advance payment, as described in Article 7 of the Agreement (estimated amount)

(3) For the State's use only as described in Article 7.1 of the Agreement

(1) 100% STATE (capped), Balance COUNTY

1045024

ITEM NUMBER	S.P. 3103-69 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2011.601	AS BUILT	LUMP SUM	0.67	3,000.00	2,010.00
2021.501	MOBILIZATION	LUMP SUM	0.67	30,000.00	20,100.00
2104.502	REMOVE SIGNAL SYSTEM	EACH	0.67	10,000.00	6,700.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.67	10,000.00	6,700.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM	LUMP SUM	0.67	8,000.00	5,360.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM	SYSTEM	0.67	217,000.00	145,390.00
2565.616	TEMPORARY SIGNAL SYSTEM	SYSTEM	0.67	71,500.00	47,905.00
				TOTAL	\$234,165.00
	(1) STATE COST	\$234,165.00	(capped at \$256,161.99)		

(2) 67% STATE, 33% COUNTY

ITEM NUMBER	S.P. 3103-69 STATE FURNISHED MATERIALS	UNIT	QUANTITY	UNIT PRICE	COST (2)
	TYPE "R" CABINET	EACH	1.00	29,528.69	29,528.69
	RR PREEMPTION EQUIPMENT	EACH	1.00	2,654.96	2,654.96
				TOTAL	\$32,183.65
	(2) 67% STATE COST	\$21,563.05			
	33% COUNTY COST	\$10,620.60			



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1626

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Construction Update - June 2021

BOARD ACTION REQUESTED:
Receive June, 2021 Highway Construction Update. Informational only.

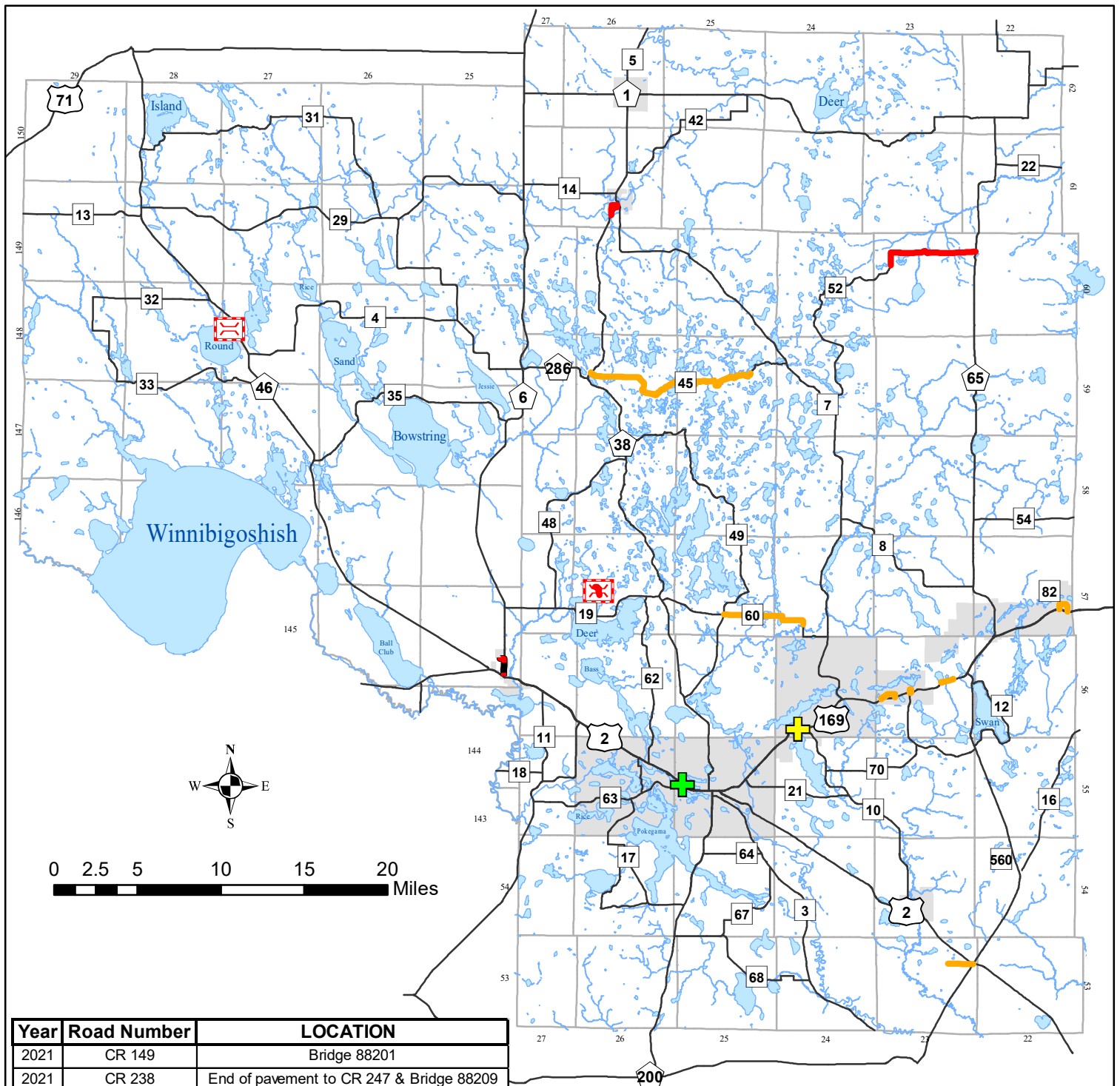
BACKGROUND:
Receive June, 2021 Highway Construction Update. Informational only.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:
1. 2021
2. Highway Construction Project Update

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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ITASCA COUNTY CONSTRUCTION PROJECTS 2021



Year	Road Number	LOCATION
2021	CR 149	Bridge 88201
2021	CR 238	End of pavement to CR 247 & Bridge 88209
2021	CR 433	TH 65 to 1.5 Miles West
2021	CR 561	Hwy 169 to Hwy 169
2021	CSAH 16	City of Keewatin - TH 169 to 1st Ave
2021	CSAH 45	TH 38 to end of pavement
2021	CSAH 52	TH 65 to Horsehead Lake Trail
2021	CSAH 60	CSAH 49 to CR 329
2021	CSAH 61	West Intersection of CSAH 61 & Hwy 169
2021	CSAH 63	TH 2 / CSAH 63 Intersection
2021	CSAH 80	City of Marble - TH 169 to TH 169
2021	CSAH 82	City of Keewatin - TH 169 to 2nd Street
2021	CSAH 84	City of Calumet - TH 169 to TH 169
2021	Bigfork	Rajala Mill Road & Ash Street
2021	Bike Trail	City of Deer River - Hwy 2 to City Ball Fields

2021 Construction Projects

- Reconstruction
- Bituminous
- Bike Trail Construction
- ⊠ Bridge Replacement
- + Intersection Reconstruction/Signal
- + Pedestrian Crossing Signal

June Highway Construction Project Update

County Projects	Description	Bid Amount	Status
2021-06	CR 561 – TH 169 to TH 169 - Bituminous Rehab	\$	Bid opening July 8, 2021
2021-11	CR 433 – TH 65 to 1.5 miles west - Base & Bituminous	\$	Bid opening July 8, 2021
State Aid Projects			
031-660-009	CSAH 60 – Grading, Aggregate Base, Bit & Bridge Replacement	\$3,967,789.31	Project complete
031-598-021	CR 238 – Grading & Bridge Replacement	\$2,320,295.70	Project will begin week of July 5, 2021
031-598-031	CR 149 – Bridge Replacement		Project moved to 2022 due to Tribal easement acquisition
031-652-004	CSAH 52– TH 65 to Horsehead Lake Trl. - Grading & Aggregate Base	\$2,586,916.40	Mucking out unsuitable soils, placing CL culverts and sand from west end for approx. ½ mile
031-616-014	CSAH 16 – City of Keewatin – Bituminous Overlay & ADA	\$	Bid opening July 8, 2021
031-645-007	CSAH 45 – TH 38 to end of pavement - Bituminous	\$337,994.00	Competing paving this week
031-645-008		\$2,725,833.36	
031-660-011	CSAH 60 – From CSAH 49 to CR 329 – Base & Bit Overlay	\$1,397,494.78	Paving scheduled to begin June 22, 2021
031-663-022/024	TH 2/CSAH 63 Intersection	\$	Construct 2022
031-680-005	CSAH 80 – City of Marble – TH 169 to TH 169 -Bituminous Rehab & ADA	\$	Bid opening July 8, 2021
031-682-004	CSAH 82 – City of Keewatin – TH 169 to 2 nd street – Bituminous Rehab & ADA	\$	Bid opening July 8, 2021
031-684-003	CSAH 84 – City of Calumet – TH 169 to TH 169 – Bituminous Rehab & ADA	\$	Bid opening July 8, 2021
Other Funded Projects			
031-090-011	Deer River Safe Routes to School - Community Paved Trail	\$	Project to start bidding in June, 2021
031-596-002	Rajala Mill Rd. /Ash Street – City of Bigfork – Grading & Base	\$731,743.65	Saw cut and milling bituminous



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1621

DEPARTMENT: Environmental Services

TIME REQUESTED: 20 Minutes

PRESENTER: Andy Arens

AGENDA ITEM:

UMHW 1W1P Process Update and Resolution

BOARD ACTION REQUESTED:

Receive an Upper Mississippi Headwaters (UMHW) One Watershed One Plan (1W1P) Process Update and adopt the Resolution Re: Approval to Submit, Adopt and Implement the Mississippi River Headwaters Watershed Comprehensive Management Plan.

BACKGROUND:

Changes made to the plan during the formal comment period and public hearing were grammatical in nature. Next, the plan needs to be submitted to BWSR for requested approval; this proposed final draft of the plan can be viewed at <https://headwatershed.org/plan>. All 5 Counties and 5 SWCD's need to approve a resolution requesting BWSR approval of the plan. The included proposed resolution would make the plan the Itasca County formal water planning document for the UMHW area of the County, effect the September 22, 2021 BWSR Board Meeting, pending BWSR approval and no required changes to the plan. An alternative is a one resolution now only requesting BWSR approval of the plan, and a second resolution within 120 days of anticipated plan approval 9-22-2021, to adopt the 1W1P document as our water planning document.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 6-22-21 Commissioner Update

06/15/2021

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist

AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

RESOLUTION 2021-42

**RE: APPROVAL TO SUBMIT, ADOPT AND IMPLEMENT THE MISSISSIPPI RIVER
HEADWATERS WATERSHED COMPREHENSIVE MANAGEMENT PLAN**

WHEREAS, Itasca County is a member of the Mississippi River Headwaters Watershed One Watershed One Plan Policy Committee; and

WHEREAS, Itasca County has been an active participant in the development of the Mississippi River Headwaters Watershed Comprehensive Watershed Management Plan (Plan); and

WHEREAS, Itasca County recommended the Mississippi River Headwaters Watershed One Watershed One Plan Policy Committee submit the Plan for 60 day comment; and

WHEREAS, no major changes were requested by state agencies in the final comment period; and

WHEREAS, the Plan will serve as a substitute for either the SWCD comprehensive plan or county local water management plan as per 103C or 103B respectively for the duration of the state approved Plan.

NOW THEREFORE BE IT RESOLVED, Itasca County will approve submission of the plan to the Board of Water and Soil Resources Board. Contingent on recommendation of plan approval by the BWSR Northern Committee and subsequent BWSR approval, Itasca County hereby adopts and will begin implementation of the Plan for the area of the County identified within the Plan.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives

STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 22nd day of June A.D. 2021 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 22nd day of June A.D. 2021.

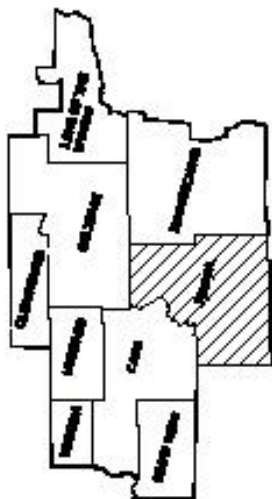
Administrator

COLERAINE - SCHOOL RAINGARDENS



CITY OF COLEMAN
P.O. BOX 479
COLEMAN, MN 57728

**TOWNSHIP 48 NORTH
RANGE 24 WEST
SECTION 32**



SHEET INDEX

SHEET NO.	TITLE
1	LOCATION MAP
2	QUANTITIES
3	DETAILS
4	TYPICAL SECTIONS
5	TYPICAL SECTIONS
6	EXISTING TOPOGRAPHY
7	PLAN VIEW - KENN AVENUE
8	PLAN VIEW - COLE STREET
9	CROSS SECTIONS
10	CROSS SECTIONS

IMPOSE STRESS OF DESTRUCTION, THE DANGER OF ANY
UNRECOVERED LOSS OF INFORMATION. THE DANGER OF
LOSS OF INFORMATION IS NOT ONLY A LOSS OF KNOWLEDGE
BUT ALSO A LOSS OF THE ABILITY TO RECONSTRUCT
THE LOSS OF KNOWLEDGE IS NOT ONLY A LOSS OF KNOWLEDGE
BUT ALSO A LOSS OF THE ABILITY TO RECONSTRUCT
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BUT ALSO A LOSS OF THE ABILITY TO RECONSTRUCT

THESE PERSONS ARE NOT TO BE RELEASED TO THE PUBLIC OR TO THE PRESS WITHOUT THE WRITTEN APPROVAL OF THE FBI AND THE FBI OFFICE OF ORIGIN.

THE ABOVE INFORMATION IS UNCLASSIFIED
DATE 08-11-2011 BY 60322 UCBAW/BJS/STP

CHANGES IN THE NUMBER OF SPECIFICATIONS MUST BE
APPROVED BY THE OWNER AND THE RESPONSIBLE ENGINEER.



NOT TO SCALE

TSQ8
TOUGH. TALK. TALK. TALK.

Technical Services Area II
3022 Lowell St., Suite 22
Brookland, NJ 08401
(218) 828-8177

Coleraine - School Ringdawns	DATE
Given by: Jack Harmsby	
Checked by: Willem Venter	

Location Map

Under no circumstances shall the contents of this report be made available to the public without the express written approval of the FBI.

William M. Schneider
Director
2/6/21
LH:arn f 21824
Date

Sheet No.
1





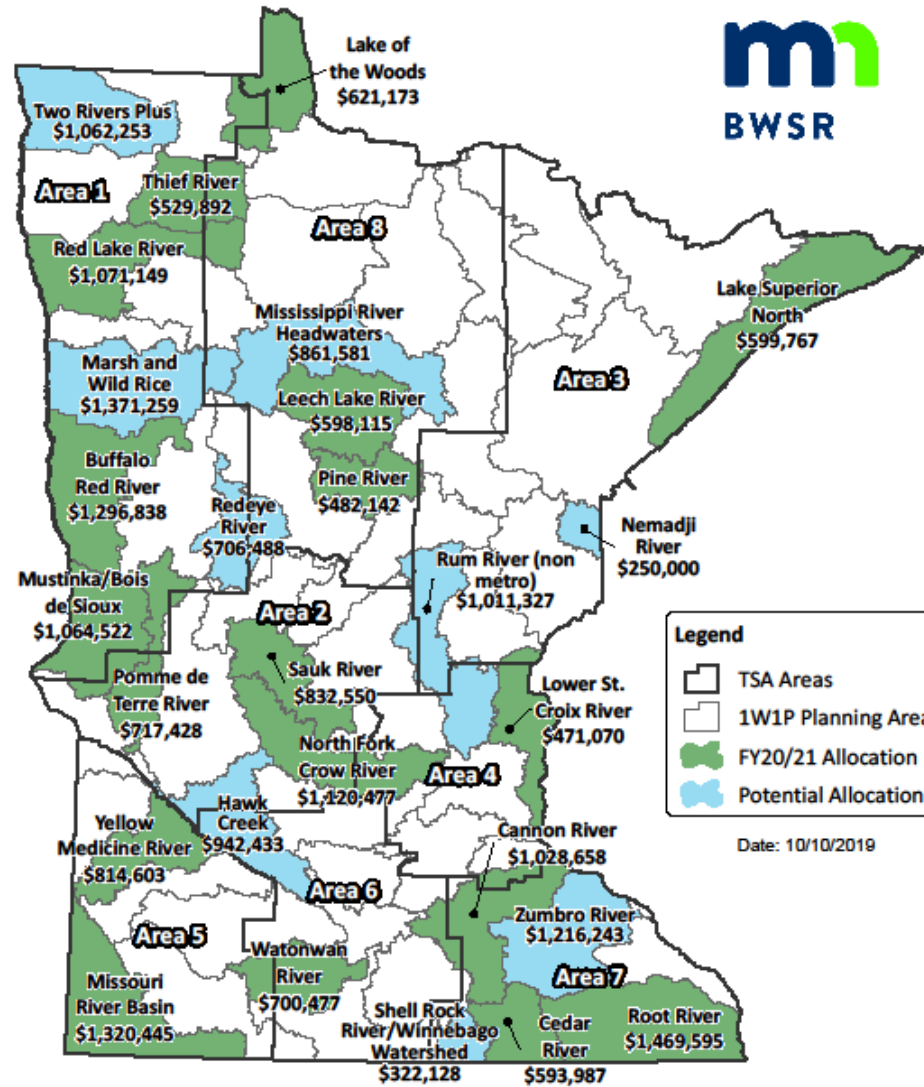






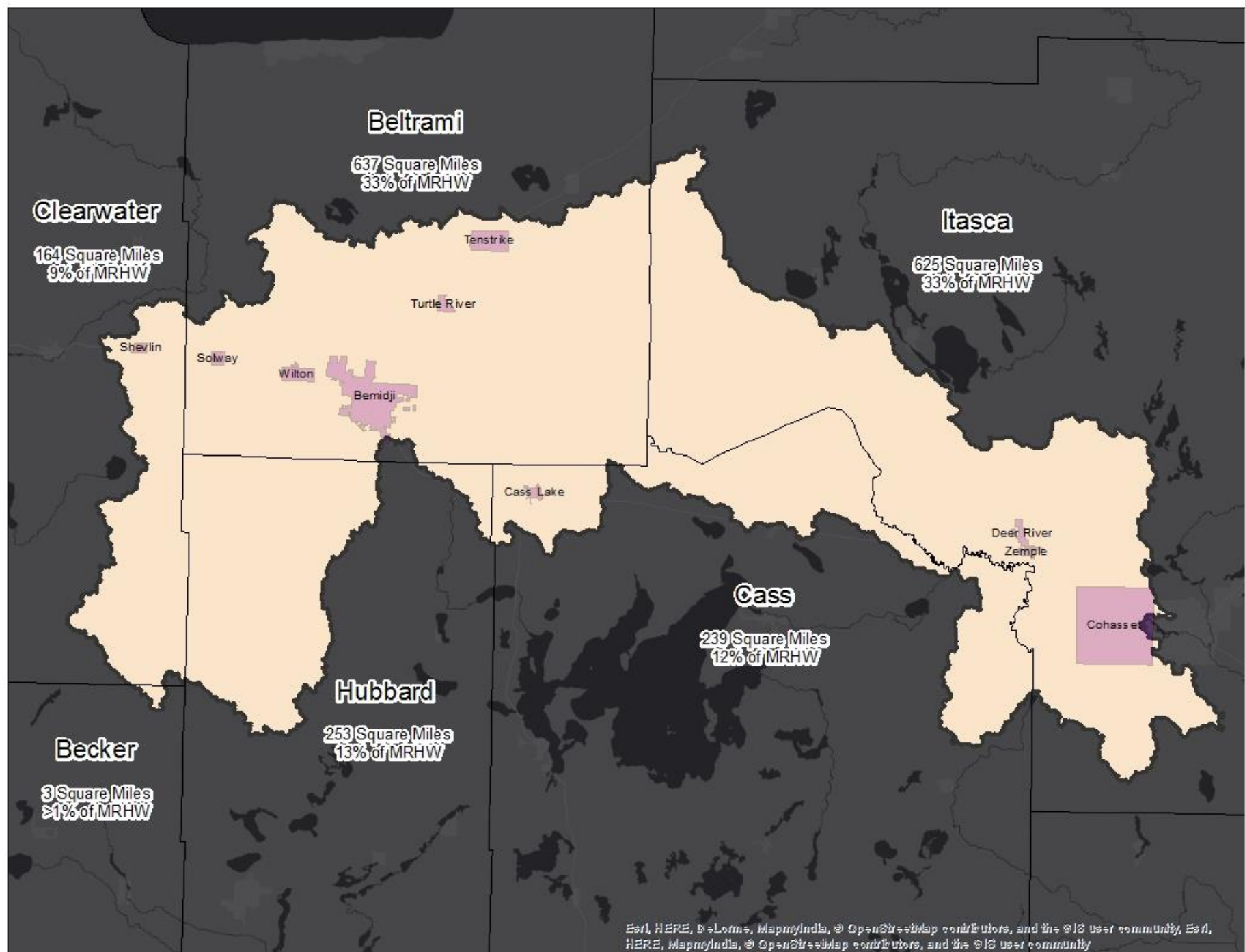


Technical Service Areas and Watershed-Based Implementation Funds



Date: 10/10/2019

* As per the 2020-2021 Clean Water Fund Watershed-based Implementation Funding Program Policy, a comprehensive watershed management plan must be approved and the group must develop a workplan by June 30, 2021 to be eligible for these funds.





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

RESOLUTION

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HEADWATERS WATERSHED COMPREHENSIVE MANAGEMENT PLAN**

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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1615

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Austin Miller, Tamara Lowney

AGENDA ITEM:

Overview of Special IEDC Position

BOARD ACTION REQUESTED:

Receive overview of special IEDC position: Small Business Consultant, Community Outreach, and Broadband Specialist.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. IEDC - Itasca County Broadband Overview

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Itasca County Update - Broadband
Tuesday, June 22nd

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State of Minnesota and Federal Standards.....	4
Current Programs.....	5
Broadband Blandin Graphics.....	6
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Itasca County Advanced Coverage and Projects....	8
Current MN County Broadband Access.....	9
RDOF Auction 904 Winners MN Map.....	10
Itasca County Coverage and RDOF Overlay.....	11
Broadband Development Process.....	12

Broadband in Itasca County

The foundation of digital opportunity is summarized by three important aspects: more coverage than less coverage, more capacity and speed, and lower prices. In Itasca County, roughly 90% of households fit into the MN standards of “high-speed” access. Summarized below are broadband purposes, facts, broadband in Itasca County, and programs available.

Fiber should:

- Improve the quality of life.
- Help businesses.
- Give access to educational opportunities and healthcare.
- Be safe and secure.
- Create efficient energy use.

Quick Facts:

- The FCC states around 85% of homes have access to 250/25mbps, but this is likely overstated by 20-25%.
- Typical cost per foot for underground fiber lines is \$25-\$30.
- In the United States, roughly 60% of farmers have slow internet speed due to connectivity issues – much of this is due to providers and the expenses related to providing the needed infrastructure.
- In the United States, the average household used 344gb of data per month.

People without reliable access in the United States:

- 29% of adults with less than high school education
- 27% of people 65+
- 18% low-income persons
- 15% of rural persons

The lack of reliable access can be accounted for due to no internet access in general, too difficult to set-up or navigate, and the cost of internet.

*Data from Blandin Broadband Digital Equity and Inclusion Statistics

State of Minnesota Standards

Universal Access and High-Speed Goal

It is a state goal that (1) no later than 2022, all Minnesota businesses and homes have access to high-speed broadband that provides minimum download speeds of at least 25 megabits per second and minimum upload speeds of at least three megabits per second; and (2) no later than 2026, all Minnesota businesses and homes have access to at least one provider of broadband with download speeds of at least 100 megabits per second and upload speeds of at least 20 megabits per second.

Federal Standards

Under the current FCC policy, created in 2015, 25 Mbps down/3 Mbps up is the minimum standard for broadband.

There is a proposal that there should be a new standard of 100 Mbps for both download and upload speeds, and that this should be a consistent definition across the federal government. A letter has been attached from a group of senators proposing the new standard.

Challenge: As we apply for current federal grants, much of Itasca County already meets the 25 down/3 up current standard.

Current Programs

The Emergency Broadband Benefit is an FCC program to help families and households struggling to afford internet service during the COVID-19 pandemic. This new benefit will connect eligible households to jobs, critical healthcare services, virtual classrooms, and so much more.

About the Emergency Broadband Benefit

The Emergency Broadband Benefit will provide a discount of up to \$50 per month towards broadband service for eligible households and up to \$75 per month for households on qualifying Tribal lands. Eligible households can also receive a one-time discount of up to \$100 to purchase a laptop, desktop computer, or tablet from participating providers if they contribute more than \$10 and less than \$50 toward the purchase price.

The Emergency Broadband Benefit is limited to one monthly service discount and one device discount per household.

Eligibility: <https://www.fcc.gov/broadbandbenefit>

Current Proposed Projects:

<https://www.whitehouse.gov/briefing-room/statements-releases/2021/03/31/fact-sheet-the-american-jobs-plan/>

Through the proposed American Jobs plan, “The President believes we can bring affordable, reliable high-speed broadband to every American through a historic investment of \$100 billion. Build high-speed broadband infrastructure to reach 100% coverage. Reduce the cost of broadband internet service and promote more widespread adoption.”

Year	25/3 Mbps	100/20 Mbps
2020	#35 of 87 87.67%	#28 of 87 84.14%
2019	#23 of 87 93.12%	#27 of 87 83.06%
2018	#38 of 87 86.15%	#23 of 87 79.44%
2017	#45 of 87 78.92%	#21 of 87 76.35%

Household Density 6.4

Number of Providers 10

As of 2019 · [Source: MN DEED](#)

Households with Device Access

Computer	Desktop or Laptop	Smartphone	Tablet	Other
85.1%	73.6%	67.4%	52.0%	2.5%
90.3% statewide	81.1% statewide	76.5% statewide	59.3% statewide	3.5% statewide

2021 Provider Broadband Service Inventory

Border-to-Border
Broadband Development
Grant Program

Unserved, Underserved and Served
Broadband Areas

Itasca County
Minnesota

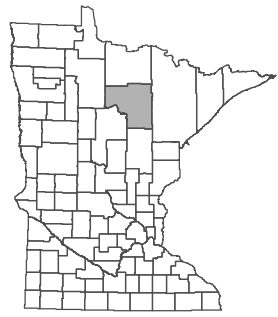
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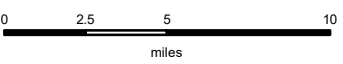
This map was prepared by Connected Nation under contract with the Minnesota Department of Employment and Economic Development. The map represents areas of broadband service availability based on provider data submitted to and analyzed by Connected Nation. This data is current as of December 31, 2020.

Additional maps and data are available at <http://mn.gov/deed/programs-services/broadband/maps>

Upon request, this information can be made available in alternate formats for people with disabilities by contacting the DEED Office of Broadband Development at 651-259-7610.

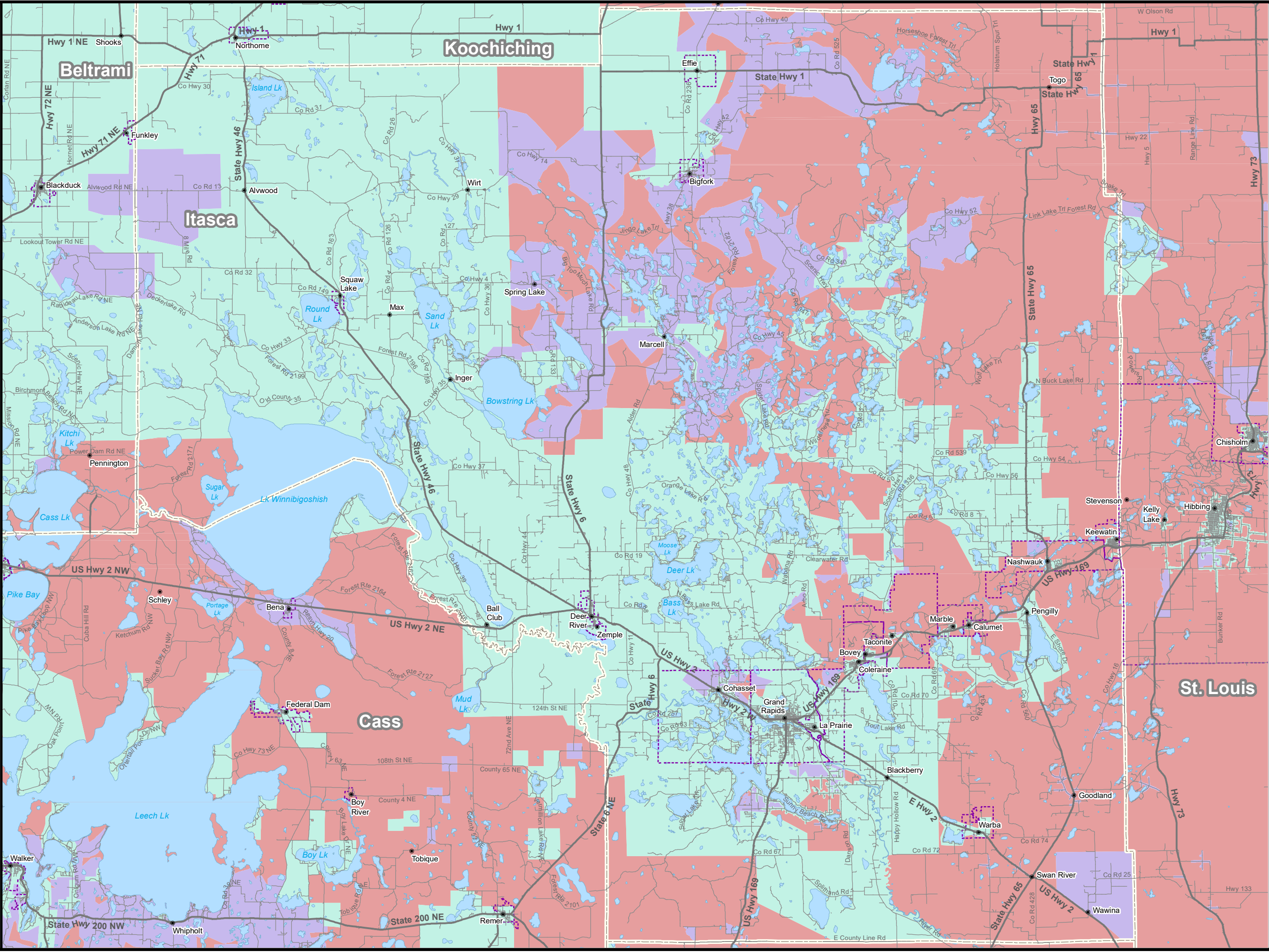


- Interstate
- US Road
- Local Road
- Municipal Boundary
- County Boundary
- Water
- Wireline Broadband of at Least 100M/20M
- Underserved Area (Wireline Broadband of at Least 25M/3M but less than 100M/20M)
- Unserved Area (No Wireline Broadband of at Least 25M/3M)

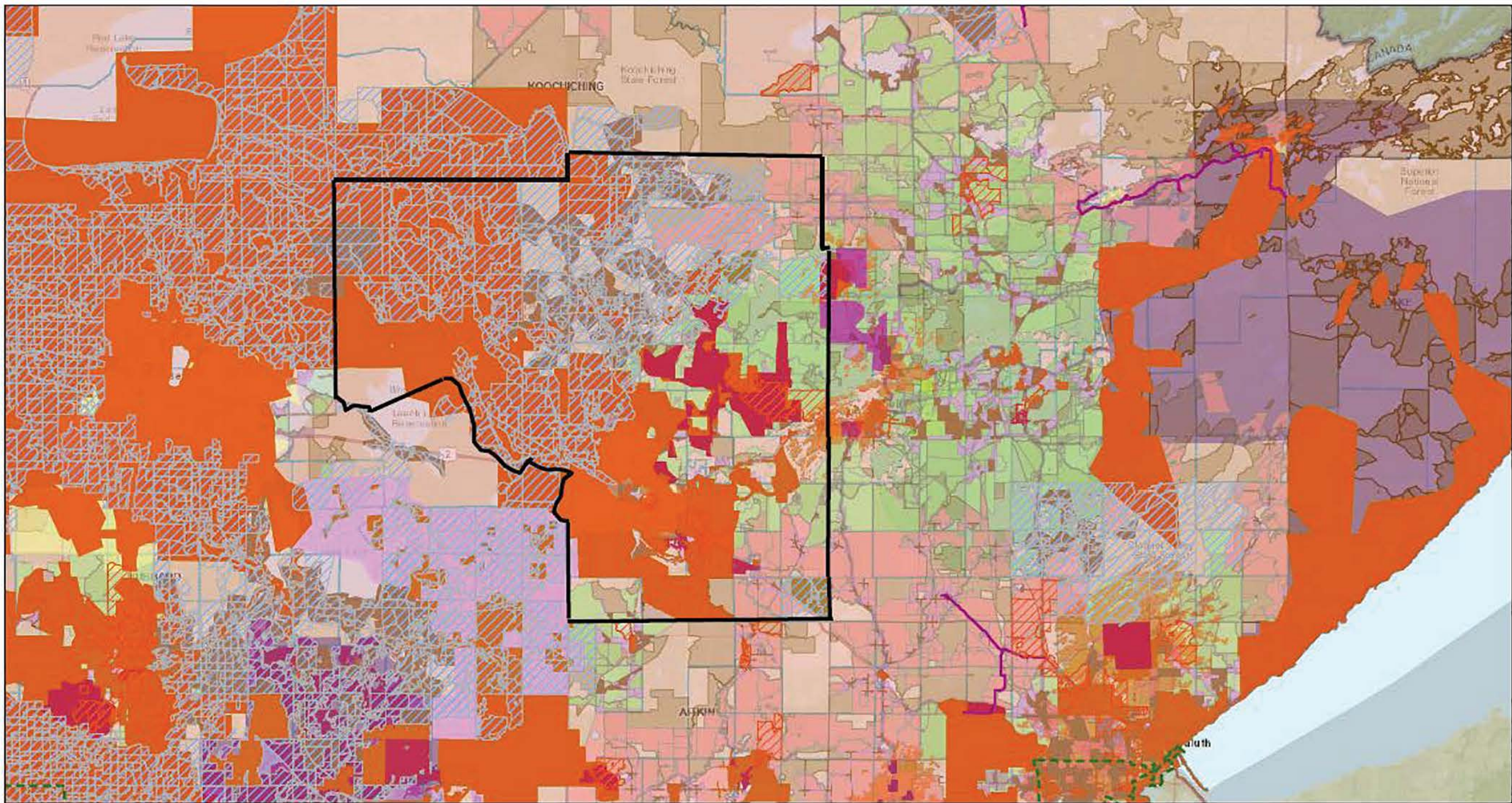


Submit questions or recommended changes to: DEED.broadband@state.mn.us

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Itasca County



6/16/2021, 2:20:25 PM

RDOF (Auction 904) - Phase 1 Results

At least 10M/1M

2021 Grant Eligibility

Wireline Broadband of at least 100M/20M

Underserved Area (Wireline Broadband of At Least 25M/3M but Less Than 100M/20M)

Unserved Area (No Wireline Broadband of At Least 25M/3M)

Override 1

ARRA (BTOP) Projects

Alternative Connect America Fund - Commitment/Authorization Areas

CAF Phase 1 Authorization Areas

Built Grants - Mainline Fiber

Built Grant Areas (as of 04/01/21)

TO BE Built Grant Areas (as of 04/01/21)

1 Gbps Download/1 Gbps Upload

100 Mbps Download/20 Mbps Upload (2026 State Broadband Goal)

25 Mbps Download/3 Mbps Upload

Broadband Growth 2010-Present (≥ 25M/3M Wireline)

Broadband in Existence in Oct 2010

Broadband Created in Unserved Areas since Oct 2010

Redundant Broadband Created since Oct 2010

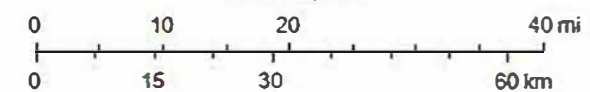
Broadband Removed since Oct 2010

Fiber Broadband (≥ 10M/1M)

Cable Broadband (≥ 10M/1M)

DSL Broadband (≥ 10M/1M)

1:1,155,581



Connected Nation, DEED

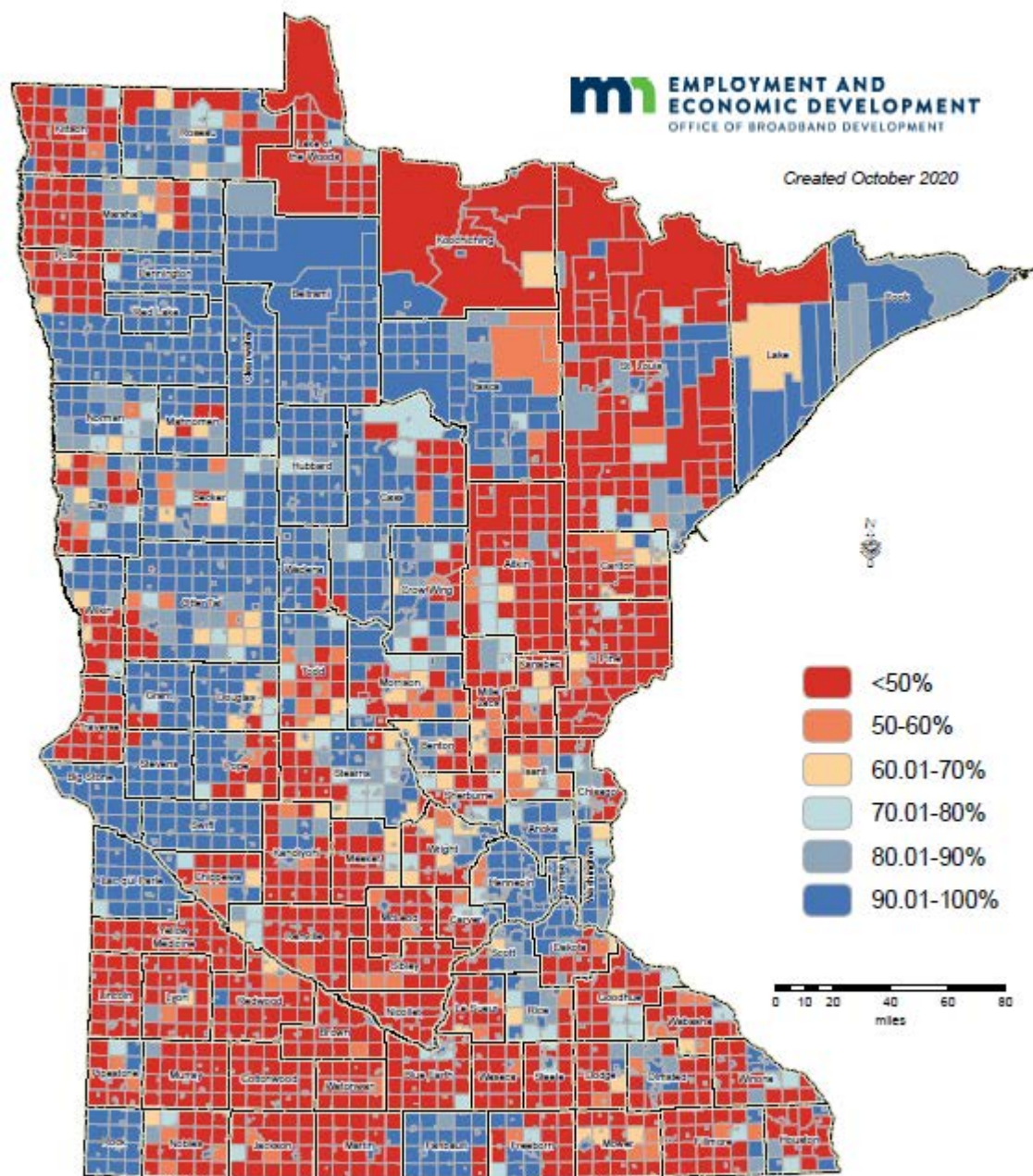
Connected Nation, Esri, HERE, Garmin, NGA, USGS, NPS

2020 Broadband Availability in the State of Minnesota

Percentage of Households Served by Wireline
Broadband Service by City/Township
At Least 25 Mbps Download/3 Mbps Upload Speeds
Statewide Availability: 92.47%, Rural: 83.10%

mn EMPLOYMENT AND
ECONOMIC DEVELOPMENT
OFFICE OF BROADBAND DEVELOPMENT

Created October 2020



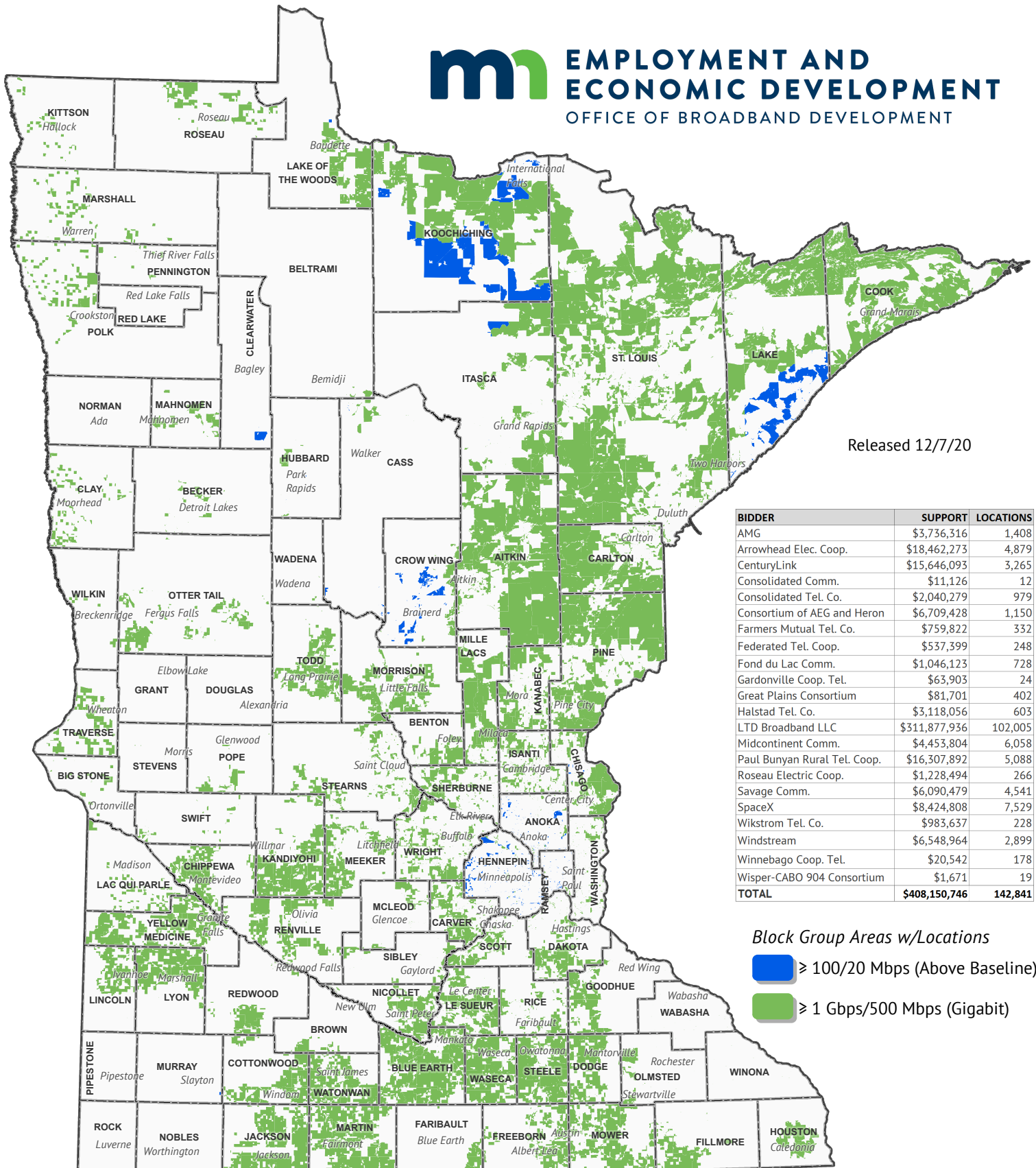
This map was prepared by Connected Nation under contract with the Minnesota Department of Employment and Economic Development. The map represents areas of broadband service availability based on provider data submitted to and analyzed by Connected Nation. This release reflects updates received as of October 2020.

Additional maps and data are available at <http://mn.gov/deed/programs-services/broadband/maps>

Upon request, this information can be made available in alternate formats for people with disabilities by contacting the DEED Office of Broadband Development at 651-259-7010.

RURAL DIGITAL OPPORTUNITY FUND

Auction 904 - Phase 1 Winning Bid Areas



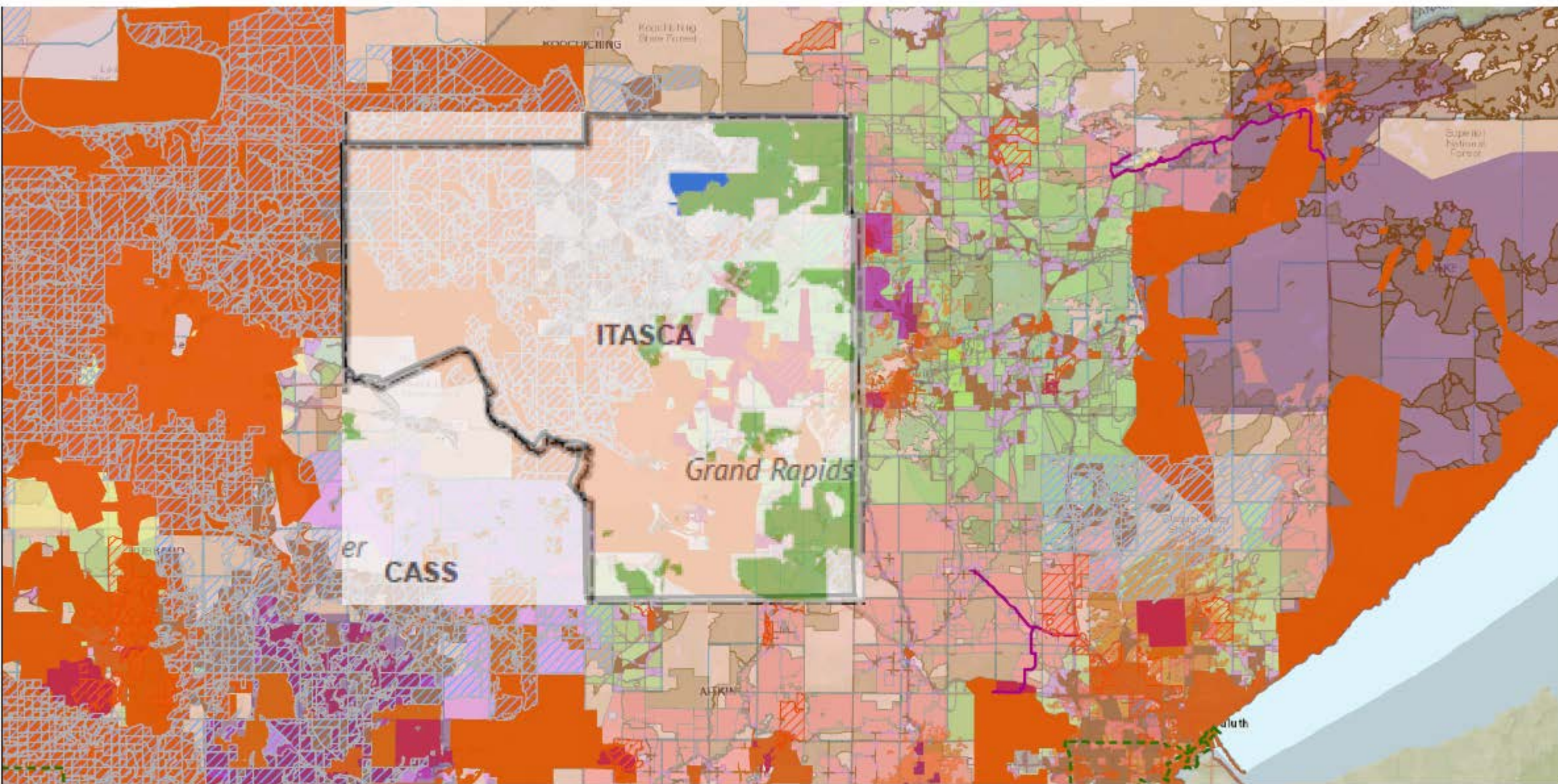
Released 12/7/20

BIDDER	SUPPORT	LOCATIONS
AMG	\$3,736,316	1,408
Arrowhead Elec. Coop.	\$18,462,273	4,879
CenturyLink	\$15,646,093	3,265
Consolidated Comm.	\$11,126	12
Consolidated Tel. Co.	\$2,040,279	979
Consortium of AEG and Heron	\$6,709,428	1,150
Farmers Mutual Tel. Co.	\$759,822	332
Federated Tel. Coop.	\$537,399	248
Fond du Lac Comm.	\$1,046,123	728
Gardonville Coop. Tel.	\$63,903	24
Great Plains Consortium	\$81,701	402
Halstad Tel. Co.	\$3,118,056	603
LTD Broadband LLC	\$311,877,936	102,005
Midcontinent Comm.	\$4,453,804	6,058
Paul Bunyan Rural Tel. Coop.	\$16,307,892	5,088
Roseau Electric Coop.	\$1,228,494	266
Savage Comm.	\$6,090,479	4,541
SpaceX	\$8,424,808	7,529
Wikstrom Tel. Co.	\$983,637	228
Windstream	\$6,548,964	2,899
Winnebago Coop. Tel.	\$20,542	178
Wisper-CABO 904 Consortium	\$1,671	19
TOTAL	\$408,150,746	142,841

Block Group Areas w/Locations

≥ 100/20 Mbps (Above Baseline)

≥ 1 Gbps/500 Mbps (Gigabit)

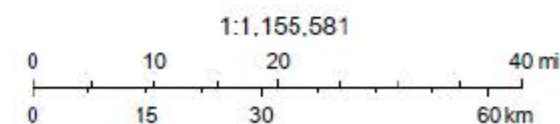


6/16/2021, 2:20:25 PM

- RDOF (Auction-904) - Phase 1 Results
- At Least 10M/1M
- 2021 Grant Eligibility**
- Wireline Broadband of at Least 100M/20M
- Underserved Area (Wireline Broadband of At Least 25M/3M but Less Than 100M/20M)
- Unserved Area (No Wireline Broadband of At Least 25M/3M)
- Override 1
- ARRA (BTOP) Projects

- Alternative Connect America Fund - Commitment/Authorization Areas
- CAF Phase 1 Authorization Areas
- Built Grants - Mainline Fiber
- Built Grant Areas (as of 04/01/21)
- TO BE Built Grant Areas (as of 04/01/21)
- 1 Gbps Download/1 Gbps Upload
- 100 Mbps Download/20 Mbps Upload (2026 State Broadband Goal)
- 25 Mbps Download/3 Mbps Upload

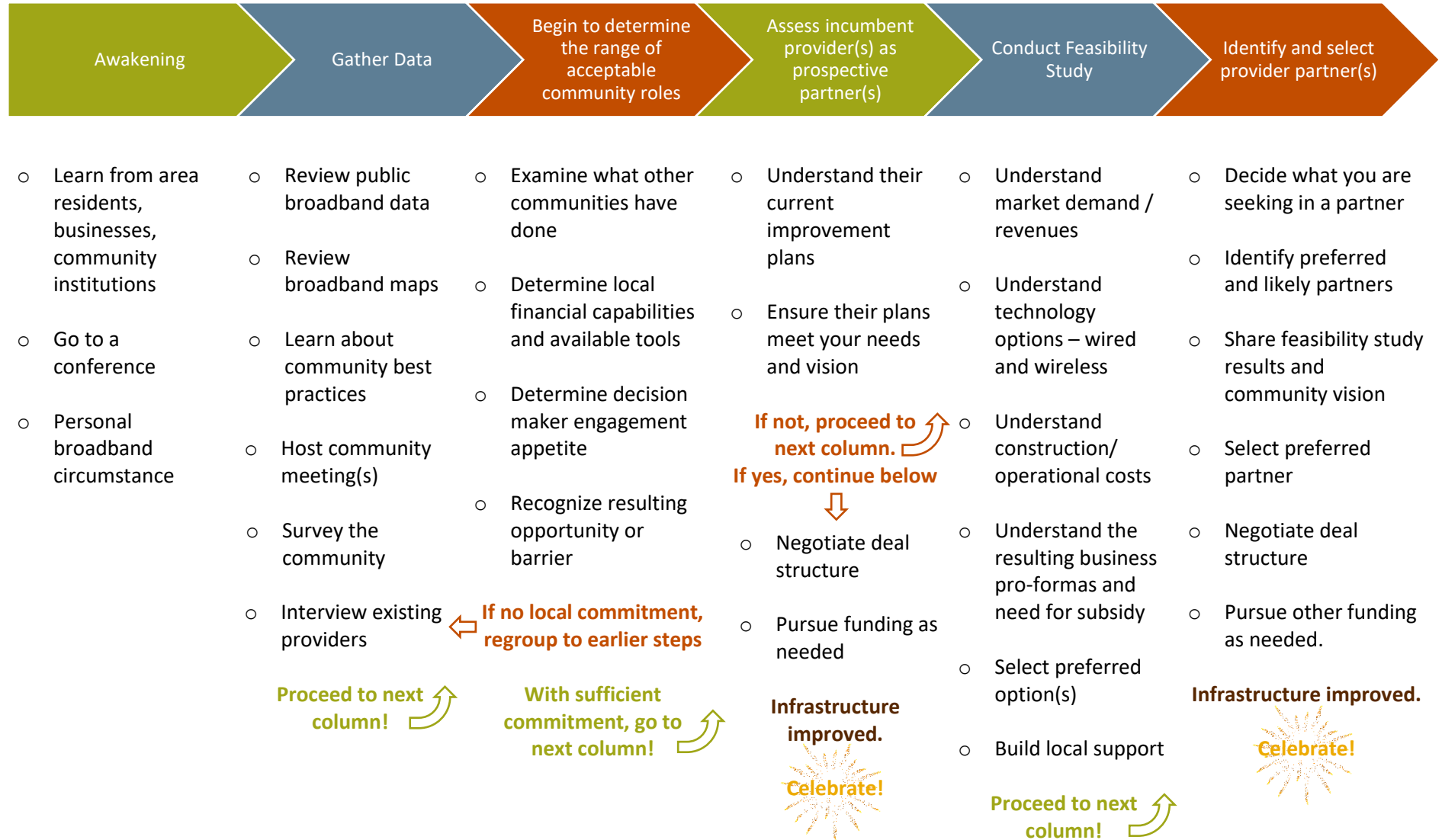
- Broadband Growth, 2010-Present ($\geq 25\text{M}/3\text{M}$ Wireline)**
- Broadband in Existence in Oct 2010
- Broadband Created in Unserved Areas since Oct 2010
- Redundant Broadband Created since Oct 2010
- Broadband Removed since Oct 2010
- Fiber Broadband ($\geq 10\text{M}/1\text{M}$)
- Cable Broadband ($\geq 10\text{M}/1\text{M}$)
- DSL Broadband ($\geq 10\text{M}/1\text{M}$)



Connected Nation, DEED

, Connected Nation, Esri, HERE, Garmin, NGA, USGS, NPS

Broadband Development Process





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1632

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Davin Tinquist

AGENDA ITEM:

Property Tax Abatement Request from Project Frontier

BOARD ACTION REQUESTED:

Request Board direction on Property Tax Abatement request from Project Frontier.

BACKGROUND:

Project Frontier represents a multilevel business who looking to invest in a long-term plant in Itasca County to produce engineered wood products. These innovative products are for residential, multifamily and light commercial projects nationwide and are driven by high performance standards. The planned investment is over \$350 million with over 100 family sustaining jobs, to include downstream benefits to logging and other offshoot business. Project Frontier is requesting a \$6 million tax abatement. Recommendation to work with Project Frontier on a Tax Abatement agreement and bring final agreement to the Board for consideration.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

Motion To: Direct staff to work on a Tax Abatement Agreement relative to Project Frontier.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1633

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Terry Snyder

AGENDA ITEM:

Schedule Public Hearing

BOARD ACTION REQUESTED:

Schedule Public Hearing Re: Johnson Lake #31058600 Slow No Wake Zone.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

Motion To: Schedule a Public Hearing Re: Johnson Lake #31058600 Slow No Wake Zone to be held at the Tuesday, June 13, 2021 County Board Regular Session, which begins at 2:30 PM.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 22, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1629

DEPARTMENT: Attorney

TIME REQUESTED: 15 Minutes

PRESENTER: Heather M. Roy, Amber Peratalo

AGENDA ITEM:

Closed Session Re: Craig R. Maturi and Jamielee R. Maturi vs. County of Itasca/Tax Appeal
2020/P2021-Active Litigation

BOARD ACTION REQUESTED:

Hold a Closed Session which may be closed pursuant to MN Statutes 13D.05, Subd. 3(B) and 13D.05, Subd. 1(D) based upon Attorney Client Privilege MN Statute 595.02, Subd. 1(B) to consult with its Attorney in reference to pending litigation in the matter of Craig R. Maturi and Jamielee R. Maturi vs. County of Itasca/Tax Appeal 2020/P2021-Active Litigation.

BACKGROUND:

Minnesota State Statute 13D.05 MEETINGS HAVING DATA CLASSIFIED AS NOT PUBLIC.
Subdivision 1. General principles.

- (a) Except as provided in this chapter, meetings may not be closed to discuss data that are not public data.
- (b) Data that are not public data may be discussed at a meeting subject to this chapter without liability or penalty, if the disclosure relates to a matter within the scope of the public body's authority and is reasonably necessary to conduct the business or agenda item before the public body.
- (c) Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.
- (d) All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the public body. Unless otherwise provided by law, the recordings must be preserved for at least three years after the date of the meeting.

COUNTY ATTORNEY REVIEW: Yes

SUPPORTING DOCUMENTATION: None

Motion To: Approve the settlement agreement in reference to pending litigation in the matter of Craig R. Maturi and JamieLee R. Maturi vs. County of Itasca/Tax Appeal 2020/P2021, pending County Attorney review and approval.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt