



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, February 15, 2022

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Snyder called the meeting to order at 02:30 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	Absent	
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 8, 2022 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the Purchase of Service Agreement between ICHHS and Lutheran Social Services of Minnesota (LSS) for Semi-Independent Living Services (SILS), for the period of February 22, 2022 through December 31, 2022.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/22/2022 2:30 PM
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2. Approve a contract extension with ISD 317 Anishinaabe Education for the Whole Families Initiative.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/22/2022 2:30 PM
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3. Authorize IMCare Director and County Board chair to sign the Provider Participation Agreement between IMCare and Bechthold Eye Care, a vision provider.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 02/22/2022 2:30 PM**

4. Adopt the Resolution Re: Authorizing Execution of Limited Use Permit #3109-0031 between Itasca County and the Commissioner of Transportation, State of Minnesota and authorize necessary signatures.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 02/22/2022 2:30 PM**

5. Adopt the Resolution Re: Marcell Snowdrifters Snowmobile Club Federal Recreational Trail Program Grant Application and authorize necessary signatures.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 02/22/2022 2:30 PM**

6. Award the 2022 Site Preparation Contract to Future Forests Inc., in the amount of \$53,657.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 02/22/2022 2:30 PM**

7. Award the 2022 Tree Planting Contract to Champion Forestry Service in the amount of \$29,787.04 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 02/22/2022 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Potential MDHA Forest Acquisition

Minnesota Deer Hunters Association (MDHA) Executive Director Craig Engwall provided information regarding a potential acquisition of private forest land by the MDHA that would later be donated to the State of Minnesota to be managed as working forest lands open to the public for hunting and recreation.

RESULT: **INFORMATIONAL - NO ACTION TAKEN**

3. Itasca SWCD AIS Program SFY 2023 Budget Proposal

Itasca County Aquatic Invasive Species (AIS) Coordinator Bill Grantges provided information regarding the request to approve the State Fiscal Year (SFY) 2023 Itasca County Soil & Water Conservation District (SWCD) Aquatic Invasive Species (AIS) Program Budget Proposal.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 02/22/2022 2:30 PM**

4. Memorandum of Agreement

Itasca County Soil & Water Conservation District (SWCD) District Manager/Water Plan Coordinator Andy Arens provided information regarding the request to adopt the Resolution Re: Support for the Implementation of the Mississippi River Headwaters Watershed One Watershed, One Plan Project, which approves the Memorandum of Agreement (MOA) and Watershed Based Implementation Funding Budget and Workplan, and authorizes necessary signatures.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 02/22/2022 2:30 PM**

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance of the recent Itasca Economic Development Corporation (IEDC) Annual Meeting, a meeting with IEDC/Tamara Lowney, and Bearville Township meeting.

Commissioner Trunt reported on his attendance of recent Fair Board, City/County Cooperating Committee and Tri-County Community Health Board (CHB) meetings, as well as a meeting with Itasca Economic Development Corporation (IEDC)/Tamara Lowney, Canisteo Pit meetings, Solid Waste meetings, the Association of Minnesota Counties (AMC) Tribal/County Relations Training and the Mining Summit hosted by Representative Stauber.

Commissioner Snyder reported on his attendance of recent Extension Committee, Itasca County Township Association (ICTA), and City/County Cooperating Committee meetings, as well as a Local Option Sales Tax meeting with RAPP Strategies, a Huber Project meeting, Department Head and Manager meetings, and Bigfork community and road project meetings.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding the Correctional Facility/Courts construction project.

IX. COMMISSIONER COMMENTS

Commissioner Trunt provided comment regarding the Jacobson Annual Classic Snowmobile Ride to be held on February 19, 2022.

Commissioners DeNucci and Snyder provided comment encouraging the public to experience some of the outdoor recreation opportunities available in the area.

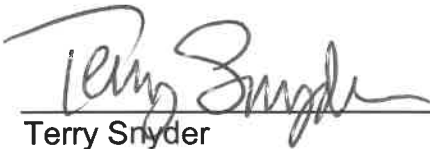
Commissioner Snyder provided comment regarding the upcoming Redistricting process.

X. CLOSED SESSIONS

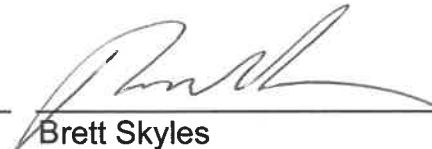
XI. ADJOURN

Chair Snyder adjourned the meeting at 3:10 PM.

ATTEST



Terry Snyder
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, February 8, 2022

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Absent	
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: Pull Item #5.9 (Bridge Bonding Resolution), add Item #6.10 (Legislative Priorities Update), and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 1, 2022 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Approve the Hangar Lease at the Bowstring for Leon Bachman (3rd successive renewal of lease) for a period of three (3) years from January 1, 2022, renewable for a three (3) year term up to eight (8) successive renewals, and authorize the signature of the Chair and Clerk on said lease agreement.

2. Approve the Airport Rescue Grant Agreement for airport operations and maintenance at the Grand Rapids/Itasca County Airport and authorize necessary signatures.
3. Adopt the Resolution Re: Authorization for Grant Application, which authorizes the Elections Division of the Auditor/Treasurer's office to apply for a Help America Vote Act (HAVA) Grant through the Office of the Minnesota Secretary of State in the amount of \$30,189.36.
4. Approve a change in allocation of 1.0 Public Health Nurse to 1.0 Social Worker - Home and Community Based positions in the Public Health division of Health and Human Services.
5. Approve and accept the 2022 Housing Support Agreements.
6. Authorize the County Engineer to enter into a professional service contract with Bolton & Menk to provide construction administration and inspection services for the CSAH 3 Road Rehabilitation and 7th Avenue Roundabout and authorize the County Engineer to execute the contract documents.
7. Authorize the County Transportation Department to not require a PLA on CSAH 3 Bituminous Rehabilitation and ADA Improvement Project.
8. Approve the execution of a Highway Easement Agreement for CSAH 7 across property held by RGGG LAND & MINERALS LTD., L.P. in order to facilitate SAP 031-607-031.
10. Approve amendment Number 1 to the TH 2 Detour Agreement and authorize the necessary signatures.
11. Approve final payment for the City of Bigfork - Ash Street/Rajala Mill Rd., a road reconstruction project, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.
12. Award Contract 66010 for CSAH 60 - Grading, Aggregate Base & Bituminous Surfacing, CSAH 60 - Bituminous Paving & Aggregate Shouldering, CSAH 7 - Grading, Aggregate Base & Bituminous Surfacing, and City of Taconite - Shamrock Drive - Street Improvements to William J. Schwartz and Sons, Inc. in the amount of \$4,140,647.19 and authorize the required signatures on the contract documents.
13. Adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Calumet, which approves sale of Lots 22-27, Block 3 ORIGINAL TOWNSITE OF THE VILLAGE OF CALUMET under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (d) for a price of \$250.00 plus all associated costs.
14. Authorize the Itasca County Board Chair Terry Snyder and Itasca County Administrator Brett Skyles to sign the Snowmobile Safety Enforcement Grant Agreement between Itasca County and the State of MN DNR for the grant cycle of FY2022 & FY2023.
15. Authorize Board Chair Terry Snyder and Administrator Brett Skyles to sign the Off Highway Vehicle Enforcement Grant between Itasca County and the Minnesota Department of Natural Resources (DNR).

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Recognition of County Employees
The following employees were recognized:

Congratulations to Greg Wyatt who accepted a promotion from Parks Maintenance Worker, Land Department to Highway Maintenance Worker, Road & Bridge Division, Transportation Department effective February 6, 2022.

Farewell to Lee Huffman whose last day as Deputy Sheriff/Road Deputy, Sheriff Department will be February 19, 2022 after 16+ years of service.

Congratulations to Robin Jackson who accepted a job change from Assessor/Appraiser I, Assessor Department to Clerk Treasurer, Auditor/Treasurer Department effective February 6, 2022.

Farewell to Dakota Flohaug whose last day as Public Health Nurse, Health & Human Services Department will be February 11, 2022 after 5 months of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of February 11, 2022 in the amount of \$841,452.59.

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

4. 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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5. Family Services Division Update/Presentation

Family Services Division Manager Becky Lauer and Financial Assistance Supervisor Jason Johnson provided a Family Services Division Update, including information regarding the 2021 year end Child Protection Report and related public assistance application volume.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Highway 169 Cross Range Expressway

Motion To: Accept the proposal from Shane Zahrt, Flaherty & Hood, regarding consultation and legislative services to promote the Highway 169 cross range expressway with the use of American Rescue Plan (ARP) funds, authorize necessary signatures, and direct staff to work with the vendor on a second year contract.

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

7. CEDA Announcement

Community and Economic Development Associates (CEDA) Senior Vice President Cris Gastner provided an announcement regarding Sarah Carling's promotion as Regional Director in Northern Minnesota, as well as the hiring of Henry Hellman as Community and Business Development Specialist.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. Support for Canisteo Pit Funding

Motion To: Direct County Administrator Brett Skyles to draft a letter in support of HF 2322 and SF 2286 regarding Canisteo Pit Funding and authorized County Board Chair signature.

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

9. 2021 Itasca SWCD AIS Program Report

Itasca County Aquatic Invasive Species (AIS) Coordinator Bill Grantges provided an Itasca County AIS Program Update for 2021.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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10. Legislative Priorities Update

Commissioner Snyder provided an update regarding 2022 Legislative Priorities.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding coverage of County Board meetings available online through Itasca Community Television, Inc. (ICTV) at <https://watchictv.org/>.

Commissioners DeNucci and Trunt provided comment regarding the County's 2022 Legislative Priorities.

Commissioners Snyder and DeNucci provided comment regarding a recent discussion with Northern Counties Land Use Planning Board (NCLUPB) regarding the Huber project.

Commissioner Snyder provided comment regarding his recent completion of meetings with County Department Heads and Health and Human Services (HHS) Division Heads.

County Attorney Matti Adam invited the public to attend the upcoming Teen Dating Violence Awareness & Prevention Forum, hosted by the Grand Rapids North Star Women's Club and other partners, to be held on Thursday, February 17, 2022 from 6 to 8 PM at the Reif Center.

VIII. CLOSED SESSIONS**IX. ADJOURN**

Chair Snyder adjourned the meeting at 4:01 PM.

ATTEST

Terry Snyder
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, February 15, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2229

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Lutheran Social Services of Minnesota (LSS) - SILS Purchase of Service Agreement

BOARD ACTION REQUESTED:

Approve the Purchase of Service Agreement between ICHHS and Lutheran Social Services of Minnesota (LSS) for Semi-Independent Living Services (SILS), for the period of February 22, 2022 through December 31, 2022.

BACKGROUND:

Lutheran Social Services will provide semi-independent living skills services (SILS) to adults with Developmental Disabilities or related conditions to live successfully in the community.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. LSS - SILS 2022

02/15/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/22/2022 2:30 PM
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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 **LUTHERAN SOCIAL SERVICE OF MINNESOTA, 1605 EUSTIS STREET SUITE 310, ST. PAUL, MN 55108**, hereafter referred to as the "Contractor", enter into this Agreement for the period from **02/22/2022 THROUGH 12/31/2022**.

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 **SEMI INDEPENDENT LIVING 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 **Arrowhead UBS, 2029 South 6th ST, Brainerd, MN 56401 and 440 Golf Course Road #113, 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:

SILS (SEMI-INDEPENDENT LIVING SKILLS):	\$33.98 PER HOUR
	\$ 8.49 PER 15 MIN

2. The total amount to be paid for purchased services described in "A.1." shall not exceed **\$15,000.00 ITASCA COUNTY PAID.**

3. **PROGRAM DESCRIPTION:**

LUTHERAN SOCIAL SERVICES OF MINNESOTA will provide Semi-Independent Living Skills (SILS) services to adults with Developmental Disabilities who are unable to function independently without SILS. A detailed Program Description is included as an attachment. SILS provides training, counseling, supervision, assistance and support in accordance with a client's individual program plan. Services may include training and assistance in budgeting,

meal preparation, shopping, personal appearance and related social support services designed to maintain and improve client functioning, lessen dependence on others for support and achieve personally desired goals and potential. Clients needing 24 hour per day support and supervision are not appropriate for SILS.

LUTHERAN SOCIAL SERVICES OF MINNESOTA will provide SILS services in cluster sites, with individuals in their homes, and in the community. Individuals receiving SILS services from LUTHERAN SOCIAL SERVICES OF MINNESOTA have the right to expect quality, client-centered services provided by knowledgeable staff that are respectful and attentive to client needs. Additionally, LUTHERAN SOCIAL SERVICES OF MINNESOTA will:

- a. Keep good systems in place to provide SILS services. These systems will include but not be limited to:**
 - (1) Billing ICHHS for direct SILS services.**
 - (2) Fulfilling 245B requirements, including those pertaining to meetings and notices.**
 - (3) Clean or well-kept service environments, including assisting clients in their homes.**
 - (4) Assisting clients in obtaining medical care.**
 - (5) Assisting and monitoring client financial activities where directed, including assisting the clients with forms required by ICHHS.**

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 **LUTHERAN SOCIAL SERVICES OF MINNESOTA, 1605 EUSTIS STREET SUITE 310, ST. PAUL, MN 55108** 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)

DATED _____

BY _____
(Chairperson, Itasca County Board of Commissioners)

DATED _____

BY _____
(Director, Contracting Agency)

DATED _____

BY _____
(Chairperson, Board of Contracting Agency)

DATED _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 15, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2221

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

Contract Extension with ISD 317 Anishinaabe Education

BOARD ACTION REQUESTED:

Approve a contract extension with ISD 317 Anishinaabe Education for the Whole Families Initiative.

BACKGROUND:

Itasca County hosts the Bush Innovation Grant awarded in 2020. Work on the grant was delayed. We had a contract with Anishinaabe Education staff to conduct interviews with families of youth who were under child protection and then in the juvenile justice system to learn more about their experiences within the system. The contract was set to end on 1-31-2022. Due to delays in implementation, we would like to extend the contract through 2022.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ISD 317 POS Agreement 2022

02/15/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/22/2022 2:30 PM
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ITASCA COUNTY HEALTH & HUMAN SERVICES
Itasca County Public Health
1209 SE 2nd Avenue
Grand Rapids, MN 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES/ITASCA COUNTY PUBLIC HEALTH (ICPH), 1209 SE 2nd Avenue, Grand Rapids, MN 55744, hereafter referred to as the “Agency”, and ISD 317, Anishinaabe Education, hereafter referred to as the “Contractor”, enter into this Agreement for the period from 2-1-2022 THROUGH 12-31-2022.

WITNESSETH

WHEREAS, the Contractor is a vendor certified by the Agency, Itasca Health & Human Services/Itasca Public Health, to provide interviews and information gathering for Whole Families Initiative; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01, 373.02, and 256E.08 wishes to purchase such consultant services from the Contractor; and

WHEREAS, the Contractor represents that he 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. Description of services is attached to this Agreement as Exhibit “A” and/or the Delegation Agreement.
2. The Contractor shall provide proof of liability insurance.
3. (When applicable) The Contractor shall provide proof of license (photocopy for verification).
4. The Contractor shall, in writing within 30 days, notify the Agency whenever s/he 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 contract.

- B. Delivery of Purchased Services:
 - 1. Purchased Services will be provided to Itasca County Health and Human Services and Bush grant core team.
- C. Safeguard of Client and Provider 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 Laws of Minnesota, Chapter 13, and 42 CFR Parts 160 and 164 (HIPAA Privacy and Security) 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. Any persons employed by the Contractor will assure compliance with Minnesota Statute Section 13.46, Subd. 5, 42 CFR Parts 160 and 164, and adhere to the following:
 - 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, and the Rules of the Commissioner of Administration promulgated hereunder, MN Rules 1205.0100 et seq. as amended, and 42 CFR Parts 160 and 164, including responsibilities of Business Associates, as amended. 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.
 - 2. The Agency and Contractor shall insure a mutual exchange of information between Agency and Contractor.
- D. Safeguard of Itasca County Public Health Program Information:
 - 1. The Contractor agrees that any information obtained regarding the ICPH Program in total including administration will be held confidential and released only as may be required by law, or to Itasca County Health and Human Services and others as approved by ICPH.
- E. 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) Contractor certifies that s/he has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months.

F. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a Fair Hearing and Grievance Procedure in conformation 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.

G. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from Bush Foundation sources is not obtained and 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 30 day notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Section 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.

H. Subcontracting:

1. The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this Agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this

Agreement. The Contractor shall be responsible for the performance of any subcontractor.

I. 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.
2. Contractor is an independent Contractor for purposes of all laws, including but not limited to Minn. Stat. 176 (Worker's Compensation Laws), Minn. Stat. 177.43 (Fair Labor Standards Act) and Minn. Stat. 268 (Unemployment Compensation Laws). Contractor agrees that it/I am an independent Contractor and not a "public employee" as the latter is defined in Minn. Stat. 179A (Public Employment Labor Relations Act). No tenure or any rights or benefits including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to county employees shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

J. Assurance of Compliance with Federal and State Requirements.

1. Contractor assures that s/he will comply in every respect with all applicable Federal and State laws pertaining to human rights.
2. In accordance with the above, Contractor hereby agrees to comply with all applicable Federal and State laws, rules, and regulations relating to non-discrimination and affirmative action.
3. Contractor assures that s/he will comply in every aspect with the Health Insurance Portability & Accountability Act (HIPAA), 42 CFR Parts 160 and 164.

K. 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.

II. Contract Specific

A. General Provisions

1. ICPH maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its grant agreement with the Bush Foundation.
2. The delegated activities or obligations, and related reporting responsibilities are specified in the Delegation Agreement, incorporated into this contract.
3. The contractor agrees to perform any delegated activities and reporting responsibilities in compliance with Bush Foundation grant agreement obligations.
4. The contractor shall comply with 42 CFR §438.3(k) and 42 CFR 434, Subpart A.
5. The contractor agrees to the revocation of delegation or imposition of other sanctions if performance is inadequate.

B. Contractor's Duties

1. The Agency agrees to purchase, and the Contractor agrees to furnish the services described in Exhibit A and according to the Delegation Agreement.

C. Monitoring and Evaluation:

1. Performance of the Contractor will be monitored in accordance with outcomes.

D. Payment for Purchased Services:

1. The Agency shall, within 30 days of the end of each month make payment to the Contractor per agreed contract rates of **\$35 per hour**. Contractor will invoice hours worked and description of services every month by the 7th day to ICPH.

E. Recording Requirements or Accountability:

1. The Contractor agrees to maintain records and these records belong to the Agency.

F. Audit and Record Disclosures:

1. The Contractor Shall:
 - a. Make available financial and statistical reports to the Agency regarding services described the Delegation Agreement.

G. 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. Such bond shall be in the amount of \$ NA .
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.
3. Insurance: To procure and maintain professional liability insurance consistent with amount determined by Itasca County. Contractors shall provide a certificate of such insurance to ICPH, which documents the following minimum coverage amounts:
 - a. \$1,500,000 when the claim is one for death by wrongful act or omission and \$1,500,000 to any claimant in any other case; and
 - b. \$3,000,000 aggregate for any number of claims arising out of a single occurrence for the protection of the County of Itasca.
4. The Contractor certifies that s/he is in compliance with the workers' compensation insurance requirements of Minnesota Statutes, Section 176.181, and subdivision 2.

BY _____
Kelly Chandler, Division Manager
Itasca County Public Health

DATED _____

BY _____
Chairperson,
Itasca County Board

DATED _____

BY _____
ISD 317 Representative

DATED _____

Exhibit A
Itasca County Public Health

ISD 317, Anishinaabe Education will:

1. Provide interviews and information gathering for Whole Families Initiative to 15-20 Leech Lake Band of Ojibwe families involved with the justice and/or child and family protective services systems to learn about family experiences utilizing guidance document provided by Whole Families Team.
2. Identify key themes emerging from these interviews to the Whole Families Core Team.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 15, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2235

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Bechthold Eye Care

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board chair to sign the Provider Participation Agreement between IMCare and Bechthold Eye Care, a vision provider.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Previously reviewed and approved.

SUPPORTING DOCUMENTATION:

1. Provider Participation Agreement 2020 - 10.01.17
2. PPA Signature Page - Bechtold Eye Care

02/15/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/22/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 15, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2230

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

S. Lake Connector Trail Limited Use Permit

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorizing Execution of Limited Use Permit #3109-0031 between Itasca County and the Commissioner of Transportation, State of Minnesota and authorize necessary signatures.

BACKGROUND:

To finalize the S. Lake Trail non-motorized paved trail Limited Use Permit terms with MnDOT District 2, a resolution must be adopted. This will complete the 2nd phase of this project that started back in 2016.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. LUP 3109-0031 with exhibit
2. ITCLC_PROPOSAL EXHIBIT

02/15/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/22/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 15, 2022

RESOLUTION

RE: AUTHORIZING EXECUTION OF LIMITED USE PERMIT #3109-0031 BETWEEN ITASCA COUNTY AND THE COMMISSIONER OF TRANSPORTATION, STATE OF MINNESOTA

WHEREAS, the Itasca County Land Department, in coordination with the City of S. Lake and the Leech Lake Tribal Council will construct, maintain, and operate a non-motorized trail in the right of way of Trunk Highway #46; and

WHEREAS, the Itasca County Board of Commissioners wishes to enter into an agreement with the Minnesota Department of Transportation providing for limited use of certain right of way of Trunk Highway #46; and

WHEREAS, the State of Minnesota, through the Minnesota Department of Transportation, will grant a Limited Use Permit to Itasca County within the right of way of Trunk Highway #46 for a non-motorized trail. Said permit to expire on January 31st, 2032; and

WHEREAS, the Itasca County Board of Commissioners does hereby authorize the County of Itasca to enter into an agreement with the Commissioner of Transportation of the State of Minnesota providing limited use, under the terms and conditions set forth therein of certain right of way of Trunk Highway #46.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners does hereby authorize the County Board Chairman and County Administrator to sign any and all documents with the limited use agreement.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 3109 (T.H. 46)
County of Itasca
LUP # 3109-0031
Permittee: Itasca County
Expiration Date: 01/31/2032

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to Itasca County, ("Permittee"), to use the area within the right of way of Trunk Highway No. 46 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Non-Motorized Trail

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized trail ("Facility") and the use thereof may be further limited by 23 C.F.R. 652 also published as the Federal-Aid Policy Guide.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. TERM. This LUP terminates at 11:59PM on 01/31/2032 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

- 2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
 - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
 - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

- 3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. **USE.** Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. **NOTICES.** All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

Auditor
Itasca County Courthouse
123 NE 4th Street

Grand Rapids, MN 55744

and to MnDOT at:

State of Minnesota
Department of Transportation
District 1 Right of Way
1123 Mesaba Avenue
Duluth, MN 55811

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
- (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
 - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
 - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
 - (d) any laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
 - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT
OF TRANSPORTATION
RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

APPROVED BY:
COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

ITASCA COUNTY

By _____
Its

And _____
Its

The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

EXHIBIT A

SQUAW LAKE

Gov't. Lot 4

3109 (46-165-22)

NEG. 3

Ed. Leitl

Gov't. Lot 4, Sec. 20-148-27

0.13 Ac.

0.01 Ac. Add'l. (to 12/1/44)

BEG. AND WID. ORDER No 15087
POR. S. P. 3109 (46-165-22)

Sta. 99+49

ORIGINAL

Gov't Lot No 3

Maple Ave.

PLAT

Maple - Basswood - Brush
P.I. 89 + 41.0

Scattered Maple & Basswood

Scattered Stumps

Pasture

Ash - Basswood - Maple

Postoffice
Conc. Fdn.

25.5.3. Ho.

25.5.3. Ho.

Conc. Basemt.

25.5.3. Ho.

Conc. Drive

Gas Pumps

Log Cabin

Boat Landing

M20

M21

M22

Rip Rap
12 x 28 x 1'

N 05° 58' W

75'

10 + 50

10 + 50

10 + 50

10 + 50

10 + 50

10 + 50

10 + 50

10 + 50

10 + 50

10 + 50

10 + 50

10 + 50

10 + 50

10 + 50

10 + 50

10 + 50

Bridge Inplace
North Approach: L = 131.3 ft., W = 22.8 ft.
Main Span: L = 32 ft., W = 22.8 ft.
South Approach: L = 72 ft., W = 22.8 ft.

3109 (46-165-22)

LOR

ORDER
88+88.8
92+84.2
0+00
282.1
548.5



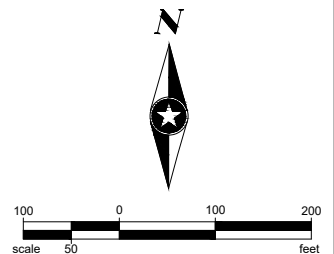
Save: 3/10/2021 1:51 PM\\newman\\Plot: 3/10/2021 1:52 PM C:\\Users\\newman\\Desktop\\ITCLC\\ITCLC_PROPOSAL EXHIBIT.dwg



FILE NO.
ITCLC
DATE:
3/10/21

**PHASE 2 ALIGNMENT
SQUAW LAKE MULTI USE TRAIL
SQUAW LAKE, MN**

**EXHIBIT
NO. 1**





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 15, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2231

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Marcell Snowdrifters F RTP Equipment Grant

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Marcell Snowdrifters Snowmobile Club Federal Recreational Trail Program Grant Application and authorize necessary signatures.

BACKGROUND:

The Marcell Snowdrifters are looking to trade in their 2009 New Holland Tractor groomer for a Tucker Sno-Cat. This new machine has a lighter footprint than the New Holland and will be more efficient at crossing many bog and swamp areas much earlier in the season. The Tucker Sno-Cat is also a machine which is much easier to maneuver on tight and twisty trails. This machine is also more operator friendly and requires less experience to operate. The Tucker is also more fuel efficient and will provide us with a lower cost of operation. Acquiring this new groomer will be easier to drive and will be more efficient in maintaining the Marcell Snowdrifter's trail systems. They would like to submit an equipment grant application that is due February 28th.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. MS Club 2022 F RTP Equipment Grant

02/15/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/22/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 15, 2022

RESOLUTION

**RE: MARCELL SNOWDRIFTERS SNOWMOBILE CLUB FEDERAL RECREATIONAL TRAIL
PROGRAM GRANT APPLICATION**

WHEREAS, Itasca County recognizes the importance of recreational trails to the local economy and supports the grant application made to the Minnesota Department of Natural Resources for the Federal Recreational Trail Grant Program, and

WHEREAS, the Marcell Snowdrifters Snowmobile Club is working to seek an equipment grant through the Federal Recreational Trail for a new Tucker Sno-Cat 1110 E groomer, and

WHEREAS, a Federal Recreational Trail program grant is available to fund seventy-five (75) percent of the cost of projects under this grant, and

WHEREAS, Itasca County affirms that the Marcell Snowdrifters Snowmobile Club recognizes the twenty-five (25) match requirements for the Federal Recreational Trail grant program, and that they will secure matching funds.

NOW THEREFORE BE IT RESOLVED, if Itasca County is awarded a grant by the Minnesota Department of Natural Resources, Itasca County agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED, Jeff Walker, Itasca County Auditor, 123 NE 4th St. Grand Rapids, MN. 55744 be named as the fiscal agent for this project (or grant), and

BE IT FURTHER RESOLVED, Itasca County affirms that the Marcell Snowdrifters Snowmobile Club hereby assures this bridge replacement project will be maintained for no less than twenty (20) years or until such time as appropriate disposition actions are approved by the Minnesota Department of Natural Resources.

FEDERAL RECREATIONAL TRAIL PROGRAM

2022 Equipment Grant Application

INSTRUCTIONS

Delete this page before submitting Application



Before completing this application read and study the program manual, all information on the program website, and these instructions.

APPLICATION DUE DATE: February 25, 2022

COMPLETING THE APPLICATION:

- Carefully review the Project Eligibility section of the program manual to understand the different requirements and eligible expenditures.
- Maximum Grant request is \$75,000 and requires a 25% secured cash match.
- Type all responses within the blank boxes associated with each question. Do not type your answers in the same box as the question. For location and site maps, you may insert these as separate pages immediately following each question. Replace the sample resolution page with the actual approved resolution.
- DO NOT change the format of this document.
- Respond to all of the required questions and provide all required documents, including those outlined in the Attachment Checklist. **Failure to complete the application appropriately will mean that the project will not be considered for funding.**
- Please keep answers as brief and concise as possible. Answers should focus on the project for which the funds will be utilized.
- Buy America Requirements **Failure to comply with instructions will mean that the project will not be considered for funding.**

HOW TO SUBMIT THE APPLICATION:

Applications are to be submitted electronically in a “.pdf” format by the due date above. Paper submission of applications will no longer be accepted. To submit the application, email a pdf version of the application and attachments to Trailgrants.DNR@state.mn.us. This is the official submittal email box. Submitting to any other email will not be accepted. Format the entire application, including all attachments, as one pdf document with all pages 8 ½” by 11” in dimension. After submission, make sure you have received a confirmation email that your application has arrived in a useable format by the due date. **A confirmation email should arrive within one business day after you have submitted your application.** Each email is opened to ensure the files are readable and then followed with a confirmation email. Applications submitted in an unusable format will NOT be considered for funding. If there are any questions about submitting the application, please contact the program staff below.

GENERAL INFORMATION:

This is a very competitive program. Staff members are available to discuss your project or review application materials. You are encouraged to submit any draft application or materials by February 4, 2022, if you would like staff to provide comments. For assistance, please contact:

Daniel Golner, Grant Coordinator
daniel.golner@state.mn.us
(651) 259-5599



FEDERAL RECREATIONAL TRAIL PROGRAM 2022 Equipment Grant Application

Project #

1) GENERAL CONTACT INFORMATION:

Grant Applicant (Unit of Government Required):	Itasca County
Contact Person:	Kory Cease/Sara Thompson
Contact Title:	Land Commissioner/Forest Recreation Specialist
Mailing Address:	1177 LaPrairie Avenue Grand Rapids, MN 55744
Phone:	218-327-2855
Email address:	kory.cease@co.itasca.mn.us/sara.thompson@co.itasca.mn.us
<i>If the project has a trail club, organization, or project partner, please include below:</i>	
Organization/Club Name:	Marcell Snowdrifters, Itasca County
Contact Person:	Michael James Ellis
Contact Title:	Club President and Trail Administrator
Mailing Address (include street address):	45973 Dock Lake Road Marcell, MN. 56657
Phone:	847-344-4890
Email address:	mtpwauc@gmail.com

2) GENERAL PROJECT INFORMATION:

Project Name:	Trail Groomer Purchase
Project Summary (<u>30 words or less</u>):	The club is interested in trading in the 2009 New Holland T6070 tractor to provide greater efficiency towards the trail network they maintain.
Project Completion Date:	10-01-2022
Trail Name:	Marcell, Spider Lake, East Bowstring, Bigfork Lions, Effie Connection, Togo Spur, Cameron Lake, Wilderness Willie, Circle T
Website with Trail Info:	www.marcellsnowdrifters.com

3) FINANCIAL INFORMATION:

Grant Request:	\$75,000.00	Source of Cash Match (describe below in the box next to \$ amount):	Are match funds secured? (Yes/No)	Grant-in-Aid Funds (Yes/No)
Matching Funds (25% match required)	\$10,000.00	Trail Task Force	No, presenting grant app 2/10	
	\$50,000.00	Trade-in	yes	
	\$70,400.00	Loan Big Fork State Bank	yes	
Total Purchase Cost:	\$205,389.86	(Grant Request + Matching Funds must = Total Purchase Cost)		
If this project has received federal funding through the Enhancements Program or Transportation Alternative Program, please indicate which year the project is programmed for construction?				FFY:

4) PURCHASE LOCATION:

County Equipment will be Located:	Itasca
State Legislative (House) District:	06A
State Senate District:	6
State House Representative: (name)	Julie Sanstede
State Senator: (name)	David Tomassoni
Congressional District:	8th

5) RECREATIONAL USES FOR EQUIPMENT PURCHASE:

5A) Indicate <u>the existing or proposed uses of the trail under primary use</u> and the secondary recreation uses which will directly benefit from the proposed equipment purchase:			
Primary Use	Secondary Use		
		Walking/Hiking	
		Bicycling	
		Mountain Bicycling	
		Horseback Riding	
		Cross-Country Skiing	
		In-Line Skating	
X		Snowmobiling	
		ATV Riding	
		Off-Highway Motorcycling	
		Off-Road Vehicles (4x4, Jeep, etc.)	
	X	Other (specify):	Mushing dog sledding
5B) Describe/Justify how <u>each</u> of the above identified primary and/or secondary trail user groups will benefit from the project. Response required for each identified use above. Letters of support attached to this application for both primary and secondary usage strongly recommended. See manual for secondary usage criteria. This new machine with its lighter footprint, will enable our club to cross our many bog and swamp areas much earlier in the season. We feel that we will be able to extend our snowmobile season with this purchase. The Tucker Sno-Cat is also a machine which is much easier to maneuver on tight and twisty trails. This machine is also more operator friendly and requires less experience to operate. We will be able to easily train some more groomer drivers allowing us to spend more time out on the trails. The Tucker is also more fuel efficient and will provide us with a lower cost of operation. We use our equipment to maintain what we feel are some of the most amazing trails in Northern Minnesota. On our over 126 miles of trails, the terrain is fantastic and diverse, the scenery is amazing. Our trails start in our Southern sector out of Marcell and reach out to surrounding communities of Talmoon, Bigfork and Effie. The tourism attracted by these snowmobile trails provides our community with much needed increased economic activity to all of the local businesses. Resorts, restaurants, stores and gas stations are filled with snowmobilers during peak seasons. We have found that we have had an increase in snowmobile traffic over the last 4 years. Acquiring a new easier to drive and more efficient machine will go a long way towards helping us maintain the Marcell trail system.			

6) EQUIPMENT PURCHASE DESCRIPTION:

Provide a description sufficient enough to understand the purchase. Provide specifications of the equipment for which you are seeking assistance. Include make and model of equipment, as well as an invoice showing estimate of cost as an attachment (see attachment checklist). Use the box below.

Tucker Sno Cat 1100E Trail Groomer

See attachment C for full description

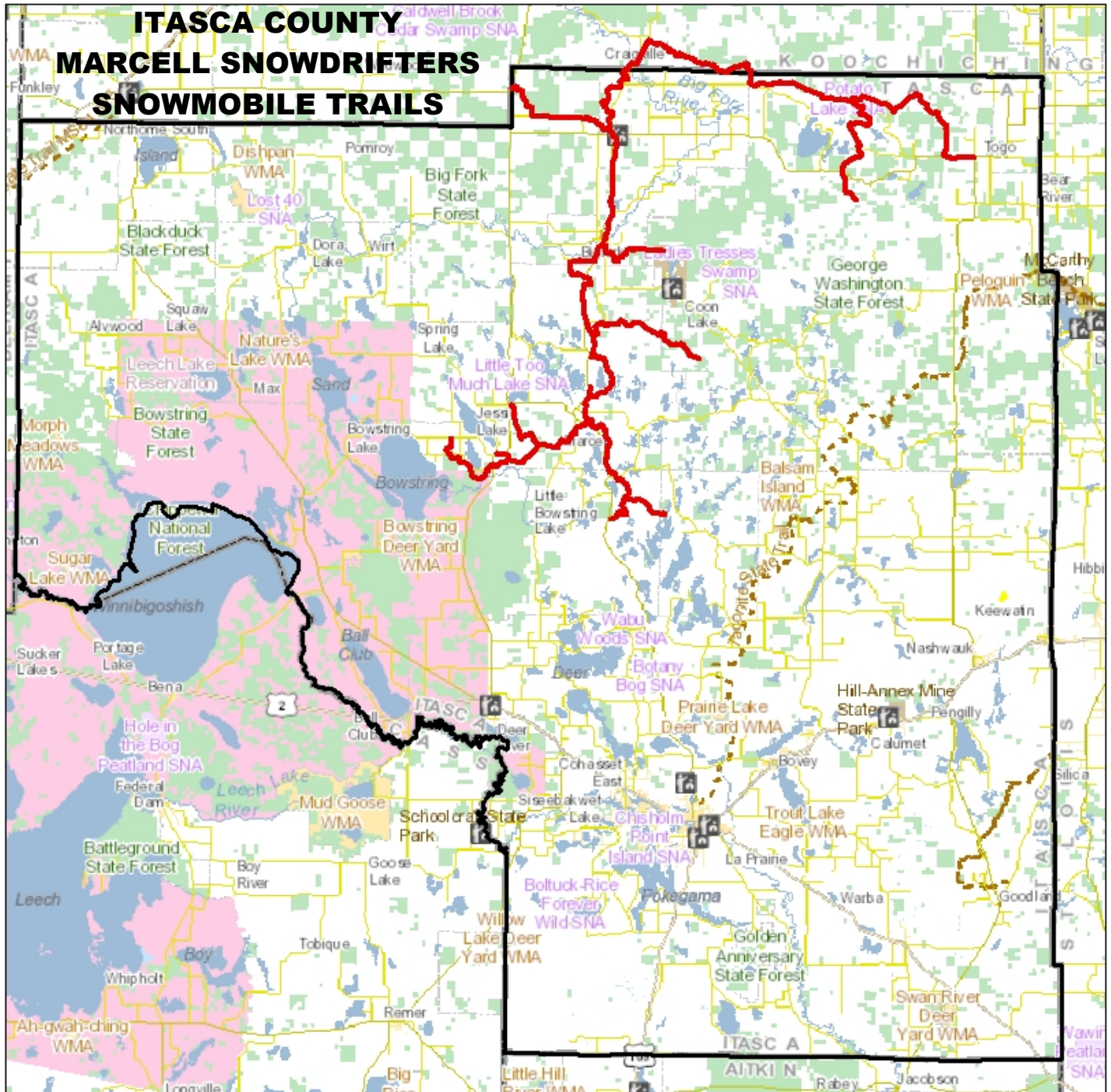
7) EQUIPMENT PURCHASE COST BREAKDOWN:

Identify each recreational trail/facility being proposed for funding. Provide a short quantitative description of the purchase, the total estimated cost and the expected purchase date for each piece of equipment. Add or delete rows in the text boxes below as appropriate.

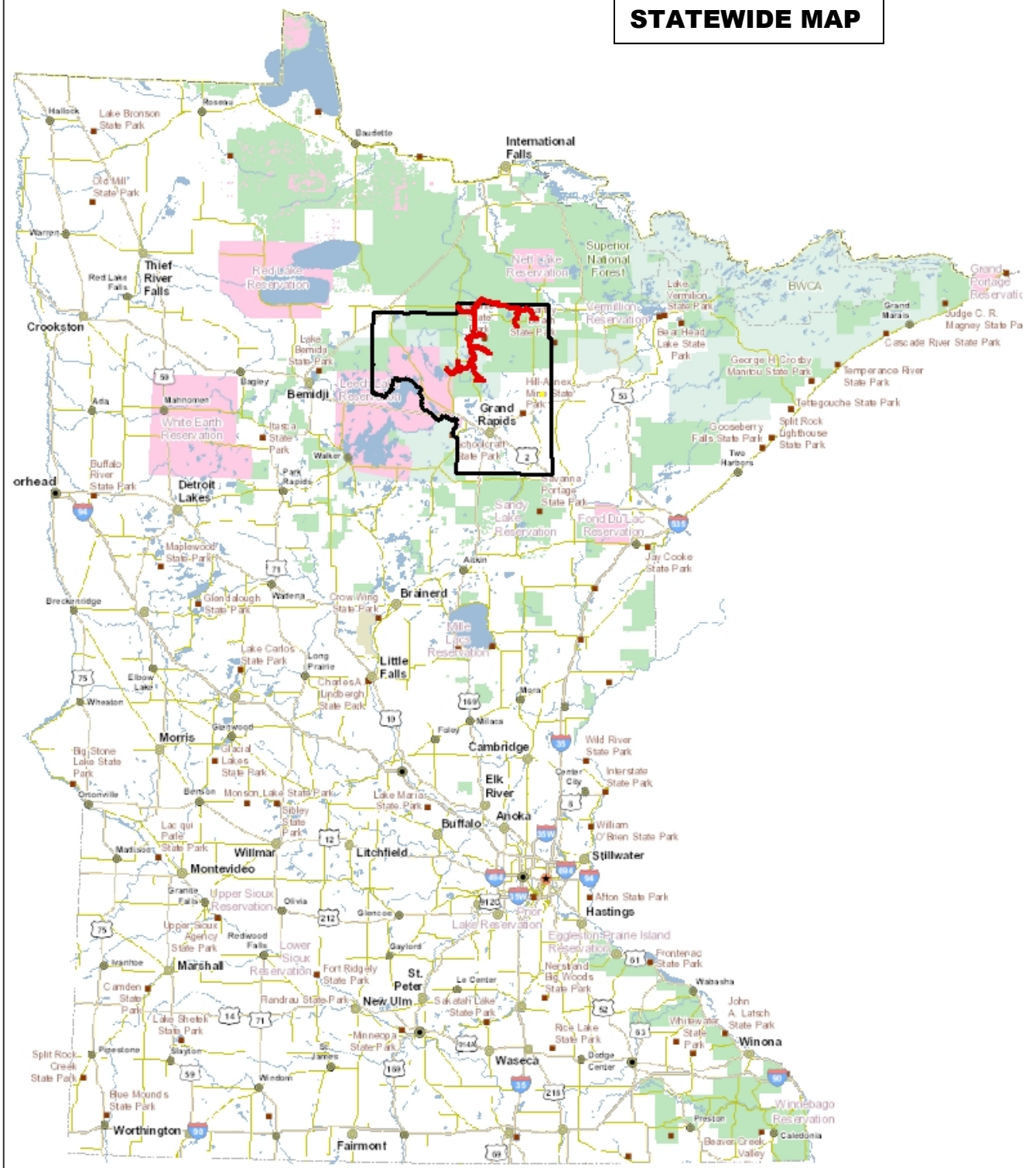
Equipment Name	Description	Estimated Cost	Expected Purchase Date
Tucker Sno Cat	1100E Trail Groomer	\$205,389.86	10-01-2022
	Also, Attachment C		
Total		\$205,389.86	

8) EQUIPMENT WORK AREA LOCATION MAP:

It is important for reviewers to have an idea of where in the state and/or your region the purchase being proposed will be utilized. This map is to be 8 ½ X 11 in size ONLY, **in color** and able to show where the purchase will generally be utilized within the state or region. So typically, the scale of this map is large. Insert the map here.



STATEWIDE MAP



9) CURRENT ABILITY TO MAINTAIN TRAILS:

9A) If within the Grant-in-Aid Program, how many miles of trail are groomed / maintained AND how much GIA funding was awarded in the most recent year? Use the box below.

126 Miles \$66,527.08

9B) Provide the following information for each piece of grooming / maintenance equipment you presently own. Use the boxes below.

Description of equipment (type, make, model, year manufactured):	Total operating hours for each piece of grooming/ maintenance equipment you presently own:	Condition of each piece of equipment and estimated value:
2017 New Holland T7210	756	Very Good Value= \$198,000.00
2009 New Holland T6070	2244	Fair Value= \$50,000.00
98 Arrowhead 20 ft. drag	n/a	Good Value= \$8,000.00
2009 Trailmaster groomer drag	n/a	Good Value=\$12,750.00
2021 Kubota side by side Camso tracks Model RTVX 1100C	205	New Value= \$25,000.00
2021 Arrowhead mini drag	60	New Value= \$8,100.00
1998 ASV DX Trail groomer with drag	10,000	Poor Value= \$25,000.00

9C) Does your club/organization maintain trails not in the GIA Program, and if so, how many miles? Are any trails maintained through contracts (other than GIA), and if so, how many miles? Use the box below.

N/A

10) EVIDENCE OF APPLICANT CAPABILITY:

Demonstrate your ability to complete the purchase, subsequently operate and maintain it, and protect the equipment after purchase. Specifically provide evidence of successful and timely completion of other such purchases. Discuss where and how the equipment will be housed. Use the box below.

Marcell Snowdrifters has been operating since 1968. The club owns 2 properties which each have one heated groomer storage/ workshop. Our Effie property also has a large unheated, but secure storage barn. We employ several mechanics and welders who are reliable club members and we have had no issues maintaining our equipment for years and years.

Being that the club already owns and has purchased several hundreds of thousands of dollars and operates with a keen business sense, we are sure we can easily move forward on this purchase.

11) PUBLIC NEED FOR AND BENEFIT OF PURCHASE:

Why should this project be funded? What safety concerns will be addressed with this project? Is there urgency to move ahead with this project now, and what consequences are looming? Demonstrate the benefit from this purchase compared to the total cost? How many people would be expected to use the trail maintained with this equipment over the course of one year? Use the box below.

The benefit to snowmobilers and community will be that we will more efficiently be able to apply more grooming hours to our trails.

Since the Sno-Cat is smaller and easier to operate a higher degree of safety. With warmer early season temperatures acquiring this new equipment will be essential to an early start in the coming snowmobile seasons. The club does not monitor numbers of visiting users, we are sure those #'s are in the thousands.

12) CONTEXT OF PURCHASE IN A WIDER PLAN:

Demonstrate compatibility with local/area/state trail plans, and compatibility with plans guiding management of trail systems, etc. What relationship does the proposed purchase have to other outdoor recreation facilities and trails? Use the box below.

The Marcell trail system is a hub system connecting at least 7 other trail systems in all directions. The club maintains a close relationship with surrounding clubs. Communicating on connecting trail conditions and helping hands when needed.

13) IDENTIFY ADVERSE IMPACTS THAT MIGHT BE REALIZED AS A RESULT OF PURCHASE:

Will the purchase result in increased use? What possible conflict situation may arise? Use the box below.

We feel that the purchase of the Tucker Sno-Cat will result in increased use, our ability to get out earlier in the season as compared to our larger and heavier New Holland tractor which has a much heavier footprint. Over the last several years we have struggled to open some of our trails early in the season due to the lack of sufficient frost/ice to support the giant New Holland tractor. On several occasions over the last several years, our drivers have gotten these large tractors stuck in remote and unforgiving swamp areas. Resulting in tens of thousands of dollars in recovery and repair fees.

ATTACHMENT CHECKLIST

REQUIRED ATTACHMENTS (All attachments MUST be 8 ½ by 11 ONLY)	
	Attachment A – Required Certifications The first signature block is to be signed by the proper authority for the grant applicant (Unit of Government). A representative of the trail organization or club that is purchasing the equipment should sign the second section. If the proposed purchase will primarily be utilized public land that is not under the jurisdiction of the applicant, the proper authority must sign the final section in order to assure that they are both aware and supportive of the project.
	Attachment B – Resolution Supporting Application The application must be accompanied by either a copy of a resolution, council minutes or some other official documentation that demonstrates that the local unit of government supports the proposed project and the consequent application. The resolution does not need to have a specific form or specific language, as long as it satisfies what was outlined in the previous sentence. A sample resolution has been included. The sample resolution is a combination type resolution example. It shows support of the grant application (as required above), and if the project is awarded, it includes language to support accepting the grant award, names the fiscal agent, and states that the facility or trail will be maintained for no less than twenty years. This combination resolution helps eliminate the need for an additional resolution for this project in the future, if awarded a grant. If the applicant is awarded, <u>all three items must be mentioned in the resolution in order to accept the grant.</u>
	Attachment C – Estimated Value/Cost Invoice If there is a specific piece of equipment that is being proposed for purchase, please contact the appropriate equipment vendor and obtain an estimate of cost sheet.
	Attachment D – Buy America compliance letter. See Equipment Grant Manual for requirements. Link to Requirements
ADDITIONAL ATTACHMENTS (if applicable)	
	Attachment E – Letters of Support Letters of support are an important factor for reviewers when selecting projects. There should be an effort to solicit letters from specific groups that will derive a direct benefit from the project, especially from the primary and secondary user groups you identify in Question 5. The applicant is also welcome to provide letters of support from all other sources as well. There is no limit on how many letters may be submitted, and diversity is favorable
	Attachment F – Grant-in-Aid Award Letter If the applicant or partnering trail association is receiving funding from one of the DNR grant-in-aid programs (snowmobile, cross-country ski, all-terrain vehicle, off-highway motorcycle, or off-road vehicles), typically the recipients are notified by the DNR, Parks and Trails Area Supervisor with an award letter. Copy the letter and provide as Attachment F. if applicable.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 15, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2232

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons, Ryan Newman

AGENDA ITEM:

Contract Award - Site Preparation 2022

BOARD ACTION REQUESTED:

Award the 2022 Site Preparation Contract to Future Forests Inc., in the amount of \$53,657.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

BACKGROUND:

Quotes have been solicited for preparing 307 acres of tax forfeit land for spring 2023 tree planting. Site preparation is done by ground application of herbicide, disc trenching and/or roller chopping. Plantation release is also included in this contract. Future Forests Inc. submitted the only quote for a total project cost of \$53,657.00.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. Site Preparation 2022

02/15/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/22/2022 2:30 PM
----------------	--------------------------------	---------------------------------

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 8th day of February 2022, by and between the County of Itasca, herein called the “County,” and Future Forests, Inc., a corporation organized and existing under the laws of the State of Minnesota, located at 72230 Beaver Tail Road, Askov MN 55704, herein called the “Vendor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase **forestry site preparation** services from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **February 10, 2022 to December 31, 2022**, inclusive. The Contract may be extended if provided for in the Special Conditions. **Specific project dates are defined in Attachment A.**

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked **Attachment A.**

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be \$53,657.00 for the current term.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one payment of \$53,657.00, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

- H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

- I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 Itasca County must be named as certificate holder and an additional insured.

J.1.4 Automobile Liability Insurance

J.1.4.1

	<u>Limit</u>
Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	\$1,500,000

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	<u>Limit</u>
J.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a cases by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

The above establishes minimum insurance requirements. It is the sole responsibility of Vendor to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, acts of God, legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

- O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

- P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor 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.

Q.1 WAIVER

- Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

- R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

- S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

- T.1.1 This Contract 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.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this 8th day of February 2022.

FUTURE FORESTS INC.

By: _____
Its _____

COUNTY OF ITASCA, MINNESOTA

By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

ATTACHMENT B
PROJECT FORM FOR SITE PREPARATION

Quotes must include all items. Contract will be awarded based on lowest total contract cost.

2022 Site Preparation

Item 1	Ground application of herbicide. Site prep on 307 acres* Release on 35 acres*	Per Acre Rate \$	\$ 77 ⁰⁰
		Total Project Cost \$	\$ 26,334
Item 2	Disc Trenching with V-Rake 307 acres*	Per Acre Rate \$	89 ⁰⁰
		Total Project Cost \$	\$ 27,323
TOTAL CONTRACT COST FOR 2022 (Combined Total for Items 1 & 2)		\$	53,657
Item 3	Summer Roller Chopping (if needed)**	Per Acre Rate \$	150
Item 4	Winter Disc Trenching (if needed)**	Per Acre Rate \$	95
Item 5	Winter Roller-Chopping (if needed)**	Per Acre Rate \$	100
Item 6	Forest Road Spraying (if needed)**	Per Mile Rate \$	225
Item 7	Winter V-Raking (if needed)**	Per Acre Rate \$	158

*These acres are subject to change with additional acres being added or acres being removed.

**Do not include these items in total contract cost for 2022.

Company: Future Forests Inc

Owner: George Swanson

Address: 72230 Bauer tail Rd

Askov MN, 55704

Telephone: 320-630-6644

Email: margese@frontier.com

Signature: [Signature]

This form must be completed and returned in a sealed envelope plainly marked:

"SITE PREPARATION - 2022"



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 15, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2233

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons, Ryan Newman

AGENDA ITEM:

Contract Award - Tree Planting 2022

BOARD ACTION REQUESTED:

Award the 2022 Tree Planting Contract to Champion Forestry Service in the amount of \$29,787.04 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

BACKGROUND:

Quotes have been solicited for tree planting on 500 acres of tax forfeit lands that were prepared for planting in 2021.

The results are below:

Vendor	Total Project Cost
Champion Forestry Service	\$29,787.04
Superior Forestry Service Inc	\$32,119.24
Mustang Forestry	\$43,855.95
Northwoods Forestry Inc	\$54,702.85
Summitt Forestry Inc	\$194,369.00

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Tree Planting Contract 2022

02/15/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/22/2022 2:30 PM
----------------	--------------------------------	---------------------------------

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 8th day of February, 2022, by and between the County of Itasca, herein called the “County,” and Champion Forestry Service, a corporation organized and existing under the laws of the State of Minnesota, located at 215 Paul Bunyan Drive NW # 138, Bemidji, MN 56601, herein called the “Vendor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase **tree planting services** from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **April 1, 2022** to **June 1, 2022**, inclusive. The Contract may be extended if provided for in the Special Conditions. **Specific project dates are defined in Attachment A.**

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked **Attachment A.**

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be **\$29,787.04** for the current term.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one payment of **\$29,787.04**, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

- H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

- I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

- J.1.3 General Liability Insurance

J.1.3.1

	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 Itasca County must be named as certificate holder and an additional insured.

J.1.4 Automobile Liability Insurance

J.1.4.1

	<u>Limit</u>
Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	\$1,500,000

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	<u>Limit</u>
J.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a cases by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

The above establishes minimum insurance requirements. It is the sole responsibility of Vendor to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, acts of God, legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

- O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

- P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor 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.

Q.1 WAIVER

- Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

- R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

- S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

- T.1.1 This Contract 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.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this 8th day of February 2022.

Champion Forestry Service

By: _____
Its _____

COUNTY OF ITASCA, MINNESOTA

By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

ATTACHMENT B
TREE PLANTING PROJECT FORM-2022
 Quotes must include all sites.

INITIAL PLANTS

Plantation Code	Legal	Acres	Species	Target Seedlings/Acre	Number of Seedlings	Price per 1000 Seedlings	Site Cost
22-01*	54-24-28	4.5	Jack Pine	1000	4,500	82.75	372.38
22-02	55-23-25	13.4	White Spruce	750	10,050	82.75	831.64
22-03	55-22-21	15.8	Red Pine	750	11,850	82.75	980.59
22-04	57-25-28	22.3	Red Pine	750	16,725	82.75	1383.99
22-05	59-25-25	7.4	Red Pine	750	5,550	82.75	459.26
22-06	59-25-23	20.0	Red Pine	750	15,000	82.75	1241.25
22-07	147-25-1	5.8	White Spruce	750	4,350	82.75	359.96
22-08	59-24-23	18.1	Red Pine	750	13,575	82.75	1123.33
22-09	59-24-13	10.6	Red Pine	750	7,950	82.75	657.66
22-10	59-24-13	17.2	Red Pine	750	12,900	82.75	1067.48
22-11	59-25-8	26.3	Red Pine	750	19,725	82.75	1632.24
22-12	59-24-5	13.0	Red Pine	750	9,750	82.75	806.81
22-13	148-29-23	14.7	Red Pine	750	11,025	82.75	912.32
22-14	60-24-22	9.7	Red Pine	750	7,275	82.75	602.01
22-15	60-22-14	16.0	Red Pine	750	12,000	82.75	993.00
22-16	60-23-7	19.3	Red Pine	750	14,475	82.75	1197.81
22-17	60-23-9	7.9	Jack Pine	1000	7,900	82.75	653.23
22-18	61-22-20	11.5	Red Pine	750	8,625	82.75	713.72
22-19	61-23-12	46.9	Red Pine	750	35,175	82.75	2910.73
22-21	61-23-1	29.3	Red Pine	750	21,975	82.75	1818.43
22-22	62-23-35	20.3	Red Pine	750	15,225	82.75	1259.47
22-23	62-23-35	7.9	Red Pine	750	5,925	82.75	490.29
22-24	62-23-8	40.6	Red Pine	750	30,450	82.75	2519.74
22-25	62-23-3	23.6	Red Pine	750	17,700	82.75	1464.48
22-26*	148-27-5	2.9	Oak, Maple, Hackberry	300	870	159.00	~~139.53~~
22-27*	147-25-26	20.1	Oak, Maple, Hackberry	300	6,030	159.00	956.71

* No disc trenches

FILL PLANTS

Plantation Code	Legal	Acres	Species	Target Seedlings/Acre	Number of Seedlings	Price per 1000 Seedlings	Site Cost
20-07	59-23-29	31.7	Red Pine	485	15,375	89.00	1368.38
20-08	59-23-28	23.8	Red Pine	410	9,758	89.00	868.46
Total Acres		500.6	Total Seedlings		351,708		

TOTAL CONTRACT VALUE:

31,032.03

Continued next page

29767.04 corrected

ATTACHMENT B
PROJECT FORM - TREE PLANTING 2022
continued

Company: Champion Forestry Service
Owner: Amy Thomas
Address: 215 Paul Bunyan DR #138
Bemidji, MN 56601
Telephone: 218 407 7286
Email: Championforestry@USA.com
Signature: 

This form must be completed and returned in a sealed envelope plainly marked:

"TREE PLANTING 2022"



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 15, 2022

REQUEST FOR BOARD ACTION: RBA-2022-1961

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, February 15, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2238

DEPARTMENT: Administrative Services

PRESENTER: Craig Engwall

TIME REQUESTED: 10 Minutes

AGENDA ITEM:

Potential MDHA Forest Acquisition

BOARD ACTION REQUESTED:

Discuss a potential acquisition of private first land by the Minnesota Deer Hunters Association (MDHA) that would later be donated to the State of Minnesota to be managed as working forest lands open to the public for hunting and recreation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. MDHA Potential Forest Acquisition Map

RESULT:

INFORMATIONAL - NO ACTION TAKEN

Section 11, Township 150N Range 25W





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 15, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2226

DEPARTMENT: Environmental Services

TIME REQUESTED: 15 Minutes

PRESENTER: Bill Grantges

AGENDA ITEM:

Itasca SWCD AIS Program SFY 2023 Budget Proposal

BOARD ACTION REQUESTED:

Approve the State Fiscal Year (SFY) 2023 Itasca County SWCD AIS Program Budget Proposal.

BACKGROUND:

See attached.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca SWCD AIS Program SFY 2023 Budget Recommendations

02/15/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/22/2022 2:30 PM
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**Recommendations to the Itasca County Board of Commissioners
State Fiscal Year 2023 Itasca County Aquatic Invasive Species Program Budget
February 8, 2022**

Since 2014, Minnesota Statute 477A.19 has provided \$10 million to counties each year to prevent the introduction and limit the spread of aquatic invasive species. The funds are allocated based on each county's share of watercraft trailer launches (50%) and each county's share of watercraft trailer parking spaces (50%). It is up to individual counties to make decisions on how the funds are to be used. In 2014 The Itasca County Aquatic Invasive Species (AIS) Program was formed to make recommendations to Itasca County on how to manage these funds.

The State of Minnesota State Fiscal Year (SFY) 2023 starts on July 1st, 2022 and ends on June 30, 2023. The Itasca SWCD AIS Program budget for SFY 2023 was prepared by Bill Grantges, Itasca SWCD Aquatic Invasive Species (AIS) Program Coordinator, Chris Evans, Itasca SWCD AIS Program Assistant Coordinator and Andy Arens, Itasca SWCD District Manager. Budget details for each program area are included in the Appendix.

This Budget was recommended by the Itasca AIS Program Technical Advisory Committee on January 04, 2022 and approved by the Itasca Soil & Water Conservation District Board of Supervisors on January 11, 2022.

Itasca SWCD AIS Program
Proposal
Sate Fiscal Year 2023 Budget

	<u>State Fiscal Year 2022</u>			<u>State Fiscal Year 2023</u>		
	1st half	2nd half	SFY 2022 Total	1st half	2nd Half	SFY 2023 Total
	7/1/21 to 12/31/21	1/1/22 to 6/30/22		7/1/22 to 12/31/22	1/1/23 to 6/30/23	
Income						
AIS State Funding Allocation	321,022	321,022	642,044	319,062	319,062	638,124
Total Income	321,022	321,022	642,044	319,062	319,062	638,124
Expenses						
Admin	13,500	12,500	26,000	16,000	14,000	30,000
Personnel	76,000	76,000	152,000	82,000	86,500	168,500
County Admin	1,500	1,500	3,000	1,500	1,500	3,000
Total Personnel + Admin	89,500	88,500	178,000	98,000	100,500	198,500
Available Priority Area Funds	230,022	231,022	461,044	219,562	217,062	436,624
Priority Areas						
Prevention	190,000	198,000	388,000	200,000	187,000	387,000
Monitoring & Control	-	10,000	10,000	-	-	-
Community Action Projects	20,000	20,000	40,000	14,500	20,000	34,500
Awareness & Training	5,000	14,500	19,500	5,000	10,000	15,000
Total Priority Areas	215,000	242,500	457,500	219,500	217,000	436,500

Appendix

Program Area Budgets:

- Admin
- Personnel
- Prevention
- Control & Monitoring
- CAP Grants
- Awareness & Training

Itasca SWCD AIS Program Admin State Fiscal Year 2023 Budget		
	SFY 2022 Total	SFY 2023 Total
<u>Income</u>		
Admin Budget	26,000	30,000
<u>Expenses</u>		
Admin- Cone	19,406	21,139
Admin- Arens	5,349	5,755
Total Expenses	24,755	26,894
Net Balance	1,245	3,106

Itasca SWCD AIS Program Personnel State Fiscal Year 2023 Budget		
	SFY 2022 Total	SFY 2023 Total
<u>Income</u>		
Personnel Budget	152,000	168,500
<u>Expenses</u>		
Personnel - Grantges	78,943	84,364
Personnel - Evans	71,430	79,258
Total Expenses	150,373	163,622
Net Balance	1,627	4,878

Itasca SWCD AIS Program Prevention Priority Area State Fiscal Year 2023 Budget		
	SFY 2022 Total	SFY 2023 Total
<u>Expenses</u>		
Personnel - 24.0 FTE	416,517	398,536
<u>Operations</u>		
Fuel	7,500	6,095
Truck	-	44,000
24/7 Decon R&D	-	-
Deer Lake Decon Operating stipend	2,500	5,000
Wabana Townhall Decon Operating Stipend	3,000	1,250
CD-3 Operating Expenses \$900/year each	1,800	3,200
Repairs	3,650	3,650
Equipment	1,900	1,800
Supplies	1,350	1,350
Total Operations	21,700	66,345
Total Expenses	438,217	464,881
<u>Income</u>		
Roll-Over	109,484	137,982
County Funds	388,000	387,000
CAP	35,000	53,000
Total Income	532,484	577,982
Prevention Net Balance	94,267	113,101

Itasca SWCD AIS Program
Control & Monitoring Priority Area
State Fiscal Year 2023 Budget

	SFY 2022 Total	SFY 2023 Total
<u>Expenses</u>		
Personnel -	70,993	37,386
Operations		
Repairs	4,357	5,000
Maintenance	1,100	2,000
Equipment	4,000	-
Supplies	3,000	2,000
ID Materials	500	1,000
Fuel	5,000	4,500
Licenses	1,200	1,225
Total Operations	19,157	15,725
<u>Other</u>		
Truck	30,000	28,000
Conferences/Training/Wkshp	500	-
Total Other	30,500	28,000
Total Expenses	120,650	81,111
<u>Income</u>		
Roll-Over	111,473	78,995
County Funds	10,000	-
USFS RAC Grant	10,000	10,000
Total Income	131,473	88,995
Prevention Net Balance	10,823	7,884

Itasca SWCD AIS Program
State Fiscal Year 2023 Budget
CAP Priority Area

	SFY 2022		SFY 2023	
	1st half	2nd half	1st half	2nd half
	7/1/21 to 12/31/21	1/1/22 to 6/31/22	7/1/22 to 12/31/22	1/1/23 to 6/61/23
<u>Income</u>				
CAP Roll-over	10,827	30,827	15,487	29,987
County Funds	20,000	20,000	14,500	20,000
Income Total	30,827	50,827	29,987	49,987
CAP Balance Planned	30,827	50,827	29,987	49,987
<u>Approved CAP Grants for 2022</u>				
Deer		10,000	-	-
Turtle		8,000	-	-
<u>Pending</u>			-	-
WCOLA		5,000	-	-
Wabana Township		2,500	-	-
Swan		1,000	-	-
Total Approved + Pending		26,500	-	-
Planned unencumbered funds available		24,327	29,987	49,987
<u>Anticipated</u>				
City of Grand Rapids		3,500	-	2,500
Greenway Twnshp		1,040	-	1,500
Dixon		3,000	-	2,000
Traffic counters		1,300	-	1,300
Deer		-	-	15,000
Turtle		-	-	8,000
Swan		-	-	10,000
WCOLA		-	-	5,000
Wabana Township		-	-	2,500
Nashwauk Keewatin		-	-	1,500
Total anticipated		8,840	-	49,300
Possible Unencumbered funds available		15,487	29,987	687

Itasca SWCD AIS Program
Awareness & Training Priority Area
State Fiscal Year 2023 Budget

	SFY 2022 Total	SFY 2023 Total
Income		
Roll-over	1,158	2,881
County AIS Funds	19,500	15,000
Income Total	20,658	17,881
Expenses		
Tim Terrel MN Traditions	5,000	15,000
AIS Detector Scholarships	1,950	-
Traffic Counters 1@ \$1,500	1,500	-
Promotions (Bait bags)	1,100	-
Publications & mailings	6,000	850
Conferences & meetings	750	185
Public events	1,250	500
Fuel	400	-
Equipment	500	-
Total Expenses	18,450	16,535
Net	2,208	1,346



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 15, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2237

DEPARTMENT: Environmental Services

TIME REQUESTED: 15 Minutes

PRESENTER: Andy Arens

AGENDA ITEM:

Memorandum of Agreement

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Support for the Implementation of the Mississippi River Headwaters Watershed On Watershed, One Plan Project, which approves the Memorandum of Agreement (MOA) and Watershed Based Implementation Funding Budget and Workplan, and authorizes necessary signatures.

BACKGROUND:

In September 2021 the UMHW Comprehensive Plan (1W1P) received final approval and became the comprehensive water management plan for the UMHW portion of Itasca County. An implementation workplan and budget has been established for the first two years of the ten year implementation cycle, as well as an MOA outlining terms of implementation of the workplan/budget. The UMHW comp plan Policy Committee, represented by SWCD Chair Saari and Commissioner Tinquist for Itasca County, approved the workplan/budget and MOA in January 2022. The Policy committee is now requesting approval of the MOA by all ten participating Boards (Itasca, Beltrami, Cass, Clearwater, and Hubbard County and SWCD Boards). The Water Plan Implementation Committee (WPIC) supported the budget/workplan and MOA for approval, and the Itasca SWCD Board approved the MOA, at their 2/8/22 meetings. The Itasca SWCD is now requesting approval of the Memorandum of Agreement (MOA) by the Itasca County Board of Commissioners. Pending approval by all ten parties, and approval by BWSR, receipt of the first funding allocation is anticipated spring 2022, at which point implementation can begin.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Implementation MOA
2. Jan2022Workplan-Budget

02/15/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 02/22/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, February 15, 2022

RESOLUTION

**RE: SUPPORT FOR THE IMPLEMENTATION OF THE MISSISSIPPI RIVER HEADWATERS
WATERSHED ONE WATERSHED, ONE PLAN PROJECT**

WHEREAS, the Minnesota Board of Soil and Water Resources has developed policies for coordination, development, and implementation of comprehensive watershed management plans, also known as One Watershed, One Plan, consistent with Minnesota Statutes, Chapter 103B.801, Comprehensive Watershed Management Planning Program; and

WHEREAS, the Counties and Soil and Water Conservation Districts (SWCDs) within the Mississippi River Headwaters Watershed have developed and adopted an approved Watershed Plan in accordance with Minnesota Statutes, Chapter 103B.301, and 103C.331, subdivision 11; and

WHEREAS, the Policy Committee, made up of representatives from the Counties and Soil and Water Conservation Districts within the Mississippi River Headwaters Watershed, have developed and recommend approval at each partner's individual Board level a Memorandum of Agreement to implement the Watershed Plan; and

WHEREAS, the Policy Committee, made up of representatives from the Counties and Soil and Water Conservation Districts within the Mississippi River Headwaters Watershed, have developed a working budget inclusive of the anticipated Clean Water Legacy Grant Funds to implement the Watershed Plan; and

NOW THEREFORE BE IT RESOLVED, that the Itasca SWCD recognizes and supports watershed-scale planning efforts consistent with Minnesota Statutes, Chapter 103B.801, also known as One Watershed, One Plan and welcomes the opportunity to collaborate with the Soil and Water Conservation Districts and the Counties within the Mississippi River Headwaters Watershed for watershed-scale implementation efforts; and

BE IT FURTHER RESOLVED, that Itasca County supports the Memorandum of Agreement – Mississippi River Headwaters Watershed Comprehensive Plan recommended for approval by the Policy Committee of the Mississippi River Headwaters One Watershed One Plan; and

BE IT FURTHER RESOLVED, that Itasca County supports the implementation of the Mississippi River Headwaters One Watershed One Plan and approves the Watershed Based Implementation Funding Budget and Workplan as recommended by the Policy Committee of the Mississippi River Headwaters One Watershed One Plan including Clean Water Legacy Grant Funds.

MEMORANDUM OF AGREEMENT
MISSISSIPPI RIVER HEADWATERS WATERSHED COMPREHENSIVE PLAN

This AGREEMENT is made and entered into by and between the following PARTIES:

The Minnesota Counties of Beltrami, Cass, Clearwater, Hubbard, and Itasca, by and through their respective County Boards of Commissioners, and the Beltrami, Cass, Clearwater, Hubbard, and Itasca Soil and Water Conservation District Boards of Supervisors, collectively referred to as the Parties;

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by the law; and

WHEREAS, the parties to this Agreement have a common interest and statutory authority to prepare, adopt and assure implementation of a comprehensive watershed management plan in the Mississippi River Headwaters Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation, and related pollution in order to preserve natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, the matters related to coordination of water management authorities pursuant to Minn. Stat. Section's 103B, 103C, and 103D with public drainage systems in accordance with Minn. Stat. 103E, this Agreement does not change the rights or obligations of the public drainage system authorities.

WHEREAS, pursuant to Minn. Stat. Section 103B.101 Subd. 14, the Board of Water and Soil Resources (BWSR) "may adopt resolutions, policies, or orders that allow a comprehensive plan, local water management plan, or watershed management plan, developed or amended, approved or adopted, according to Chapter 103B, 103C, or 103D to serve as substitutes for one another or be replaced with a comprehensive watershed management plan, "also known as "One Watershed, One Plan".

WHEREAS, in 2018, planning partners in this watershed area joined in requesting and securing funding to develop a Comprehensive Plan for the Mississippi River Headwaters Watershed. The five-county watershed planning area includes those portions of Beltrami, Cass, Clearwater, Hubbard, and Itasca Counties that drain to the Headwaters segment of the Mississippi River. The planning area is shown in Attachment A to this Agreement.

WHEREAS, the parties previously entered into a formal agreement in 2019 through a Memorandum of Agreement to plan the BWSR- Comprehensive Plan for the Mississippi River Headwaters Watershed. The resulting Plan addresses the most significant threats to our water resources and the land-use practices that provide the most significant environmental benefits to the watershed.

WHEREAS, with the development of the Comprehensive Plan for the Mississippi River Headwaters Watershed completed, the parties now enter into this Agreement to continue the cooperative and collaborative work of the Counties and SWCDs with BWSR in an advisory capacity for the continued planning and implementation of the Comprehensive Plan for the Mississippi River Headwaters Watershed in the future.

WHEREAS, it is understood by all parties to this Agreement that the Comprehensive Plan for the Mississippi River Headwaters Watershed does not replace or supplant local land use, planning, and zoning authority but instead provides a framework to provide increased opportunities for cooperation and consistency on a watershed basis.

WHEREAS, it is understood by all parties to this Agreement that the Comprehensive Plan for the Mississippi River Headwaters Watershed is intended to provide a framework for consistency and cooperation on a watershed basis and to allow local governments to cooperatively work together to implement projects with the highest return on investment for improving water quality/quantity issues on a watershed basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Purpose of the Agreement:** The parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Mississippi River Headwaters Watershed. The parties are working together to plan the Comprehensive Plan for the Mississippi River Headwaters Watershed, under the 2019 Memorandum of Agreement of the parties, now establish, through this Agreement, the process for the continued planning and implementation of the Plan as they continue to recognize the importance of planning and implementing protection and restoration efforts for the Mississippi River Headwaters Watershed on a cooperative and collaborative basis together under this Agreement pursuant to the authority contained in Minn. Stat. Section 471.59.

This Agreement does not establish a joint powers entity. However, it sets out the terms and provisions by which the parties "may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised." Minn. Stat. Section 471.59. As is permitted under the joint exercise of powers statute, Minnesota Stat. Section 471.59, the parties agree that under this Agreement, and as agreed upon and recommended by the Policy Committee, one or more parties may exercise any power common to them on behalf of the other participating units.

2. **Term:** This Agreement is effective upon signature of all parties in consideration of the BWSR Participation Requirements for One Watershed, One Plan, and will remain in effect until canceled according to the provisions of this Agreement unless earlier terminated by law.
3. **Adding Additional Parties:** A qualifying party within the Mississippi River Headwaters Watershed that is responsible for water planning and resource management according to Minnesota State Statutes desiring to become a member of this Agreement shall indicate its intent by the adoption of a governing board resolution that includes a request to the Policy Committee to join the Comprehensive Plan for the Mississippi River Headwaters Watershed and a statement that the qualifying party agrees to abide by the terms and conditions of this

Agreement; including but not limited to the bylaws, policies, and procedures adopted by the Policy Committee.

4. **Procedure for Parties to Leave Membership of the Agreement:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. The notice must be made 180 days before leaving the Mississippi River Headwaters Watershed Comprehensive Plan. A party that leaves the membership of the Agreement remains obligated to comply with the terms of any grants the Mississippi River Headwaters Watershed Comprehensive Plan has at the time of the party's notice to leave membership and is obligated until the grant has ended.
5. **General Provisions:**
 - a. **Compliance with Laws/Standards:** The parties agree to abide by all Federal, State, or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement.
 - b. **Indemnification:** Each respective party to this Agreement shall be liable for the acts of its respective officers, employees, or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the actions of the other respective parties, their officers, employees, or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466, and other applicable laws govern the parties' liability. To the full extent permitted by law, actions by the parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity". It is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of the other party pursuant to Minn. Stat. Section 471.59, Subd. 1a. (a).
 - c. **Employee Status:** The parties agree that each party's respective employees or agents shall remain the employees or agents of each respective individual party.
 - d. **Data Practices and Records Retention:** The parties agree that each respective party will be responsible for complying with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) and the Official Records Act (Minnesota Statutes Section 15.17) for the data collected, created, received, maintained, disseminated or stored by each respective party pursuant to the terms of this Agreement.
 - e. **Timeliness:** The parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
 - f. **Termination:** The parties anticipate that this Agreement will remain in full force and effect until canceled by all parties unless otherwise terminated in accordance with law or other provisions of this Agreement. The parties acknowledge their respective and applicable obligations, if any, under Minn. Stat. Section 471.59, Subd. 5 after the purpose of the Agreement has been completed.

6. **Structure:** To carry out the coordinated planning, development, and implementation of the Mississippi River Headwaters Watershed Comprehensive Plan, the parties agree to continue the structure established under the Memorandum of Agreement, which includes the Policy Committee, the Advisory Committee, and the Steering Team.
- a. **The Policy Committee.** The parties agree that the Policy Committee established under the Memorandum of Agreement shall continue to operate cooperatively and collaboratively, but not as a separate entity, for continued planning of, review of, advising on, and coordinating of the implementation of the Mississippi River Headwaters Watershed Comprehensive Plan. Membership on the Policy Committee shall remain as each party's designated representative. That individual who serves as their respective party's designated representative must be an elected or appointed member of that party's governing board. The governing boards may choose alternates to serve on the Policy Committee from their boards as needed. The Policy Committee will, at a minimum, meet annually.
- i. Authority of Policy Committee Members: The role of the Policy Committee is advisory in nature and will follow the adopted bylaws. Individual local government units retain decision-making authority. Each Policy Committee member will bring any proposed budgets and work plans for approval before their respective governing body. The Policy Committee has the authority to approve changes to the budget of up to \$50,000. The Policy Committee also has the ability to modify bylaws, the Mississippi River Headwaters Watershed-Based Implementation Fund Policy, adjust payment rates, appoint the fiscal agent, and appoint the plan coordinator.
- ii. Policy Committee Duties:
1. Annual Report: The Policy Committee will receive an annual work plan and budget consisting of an itemized statement of the Mississippi River Headwaters Watershed Comprehensive Plan revenues and expenses from the ensuing calendar years, which shall be presented to the respective governing boards that are represented on the Policy Committee.
2. Individual Member Duties: Each Policy Committee member will serve as a liaison to their respective governing boards and keep their governing boards regularly informed on the work of the Mississippi River Headwaters Watershed Comprehensive Plan.
- b. **The Advisory Committee.** The parties agree that the Advisory Committee shall continue to provide technical support on the plan implementation to the Policy Committee, including identification of priorities. The Advisory Committee will consist of the local Steering Team, stakeholders, the state's primary water agencies, and/or plan review agencies. The Advisory Committee will, at a minimum, meet annually.

- c. **The Steering Team.** The parties agree that the Steering Team shall continue and shall consist of local County and SWCD staff for logistical and local project management in the implementation process. The Steering Team shall prepare a draft annual work plan and budget consisting of an itemized statement of the Mississippi River Headwaters Watershed Comprehensive Plan revenues and expenses for the ensuing calendar year, which shall be presented to the Policy Committee for review and approval. The Steering Team will meet as needed.
- 7. **Implementation of the Plan:** The parties agree to adopt and begin implementing the Plan within 120 days of state approval and provide notice of Plan adopted pursuant to Minnesota Statutes Chapter 103B and 103D.
- 8. **Fiscal Agent:** The Fiscal Agent for the Mississippi River Headwaters Watershed Comprehensive Plan. The Fiscal Agent may create a contract to describe roles and responsibilities. The Fiscal Agent agrees to:
 - a. Accept all fiscal responsibilities associated with grant agreements applied for and received by the Mississippi River Headwaters Watershed Comprehensive Plan.
 - b. Perform financial transactions as part of contract implementation.
 - c. Pursuant to Minn. Stat. Section 471.59, Subd. 3, provide strict accountability of all funds, report receipts, and disbursements, and provide a complete audit report annually.
 - d. Provide the Policy Committee and its members with such records as are necessary to describe the financial condition of the grant agreements the Policy Committee reviews.
 - e. Maintain responsibility for fiscal records retention consistent with the Fiscal Agent's records retention schedule until termination of this Agreement. At that time, the financial records will be turned over to the Comprehensive Plan Coordinator.
- 9. **Comprehensive Plan Coordinator:** The Plan Coordinator handles the administrative work of the Mississippi River Headwaters Watershed Comprehensive Plan and agrees to provide the following for this Agreement:
 - a. Handle all day-to-day administrative responsibilities associated with the ongoing planning and implementation of the Mississippi River Headwaters Watershed Comprehensive Plan.
 - b. Be the day-to-day contact for the current Mississippi River Headwaters Watershed Comprehensive Plan Grant Agreement and Plan, and any subsequent grant agreements the Mississippi River Headwaters Watershed Comprehensive Plan may receive.
 - c. Be responsible for BWSR and other grant reporting requirements, such as ELink.
 - d. Assist the Policy Committee with the administrative details to oversee future planning and implementation of the watershed-based Plan. Maintain the Mississippi River Headwaters Watershed Comprehensive Plan website and perform other duties to keep

the Policy Committee, Advisory Committee, and Steering Team informed about the implementation of the watershed-based Plan.

10. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Beltrami County

Environmental Services Director
701 Minnesota Ave. NW Suite 113
Bemidji, MN 56601
(218) 333-4158

Beltrami SWCD

District Manager, Beltrami SWCD
701 Minnesota Ave. NW Suite 113
Bemidji, MN 56601
(218) 333-4157

Clearwater County

Environmental Services Director
213 Main Ave. N
Bagley, MN 56621
(218) 694-6183

Clearwater SWCD

District Manager, Clearwater SWCD
312 Main Ave. N
Bagley, MN 56621
(218) 694-6845

Itasca County

Environmental Services Director
123 NE 4th St.
Grand Rapids, MN 55744
(218) 327-2857

Itasca SWCD

District Manager, Itasca SWCD
1889 East Hwy 2
Grand Rapids, MN 55744
(218) 326-0017

Cass County

Environmental Services Director
PO Box 3000
Walker, MN 56468
(218) 547-7256

Cass SWCD

District Manager, Cass SWCD
PO Box 3000
Walker, MN 56468
(218) 547-7256

Hubbard County

Environmental Services Director
301 Court Ave.
Park Rapids, MN 56470
(218) 732-3890

Hubbard SWCD

District Manager, Hubbard SWCD
603 Central Ave. N Suite 100
Park Rapids, MN 56470
(218) 732-0121

IN TESTIMONY WHEREOF the parties have duly executed this Agreement by their duly authorized officers.

Partner: Itasca County

Approved

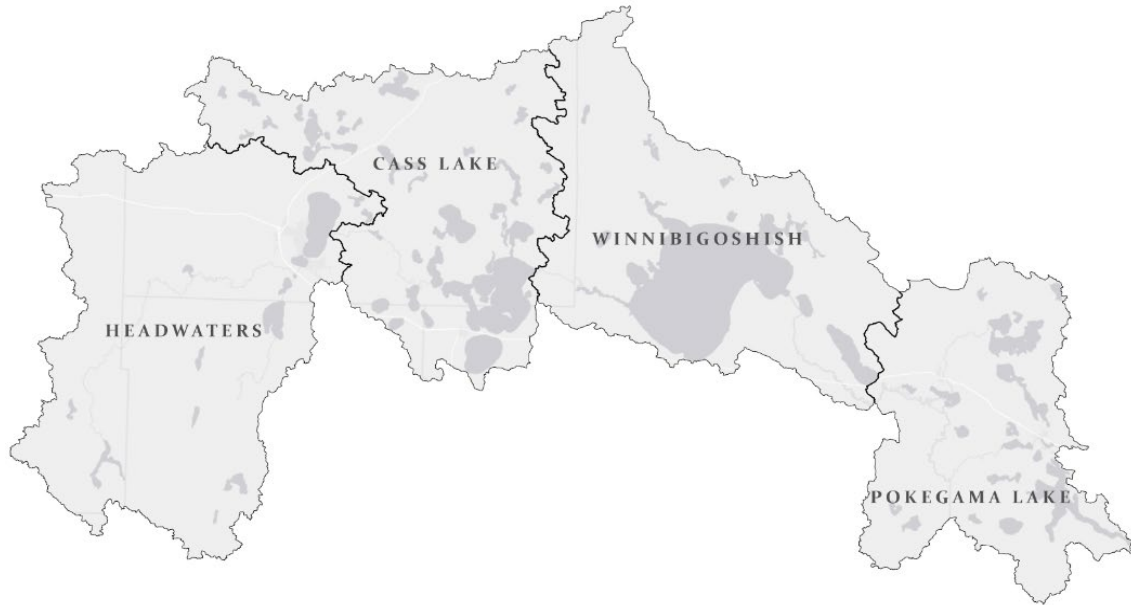
By: _____
Board Chair Date

By: _____
Administrator Date

2022 - 2023 Watershed Based Implementation Funding Budget and Workplan

Projects may be completed 2022 - 2024

The Mississippi River Headwaters Watershed Comprehensive Plan partners will primarily focus on projects related to Forest Stewardship, Lake Stewardship, Agricultural Stewardship, and Urban Stewardship.



Higher Priority	----->	Lower Priority
• Lake Stewardship • Forest Stewardship • Urban Stewardship • Agriculture Stewardship	• Environmentally Sensitive Lands • Subsurface Sewage Treatment System Management • Water Course Stewardship	• Drinking Water Stewardship • Invasive Species Management

Watershed Based Implementation Fund Budget:

\$	121,233	Forest Stewardship
\$	134,576	Lake Stewardship
\$	289,517	Agriculture Stewardship
\$	113,388	Urban Stewardship
\$	32,330	Environmentally Sensitive Lands
\$	10,010	Subsurface Sewage Treatment System Management
\$	46,050	Water Course Stewardship
\$	10,500	Drinking Water Stewardship
\$	900	Invasive Species Management
\$	43,077	Administration
\$	60,000	Technical and Engineering Assistance
\$	861,581	Total

Forest Stewardship**\$ 121,233.00**

Priority Resources: Lake Plantagenet, Lake Bemidji, Turtle Lake, Gull Lake, Deer Lake, Cass Lake, Pokegama Lake

Targeted Locations: RAQ scores over 7 in higher priority minor watersheds.

Plan Goals:

1. Integrate a watershed forest model and database.
2. Increase protected forestlands by 30,500 acres across priority lake watersheds.

Plan Progress 2022-2023 Outcomes:

1. Increase protection by 8,356 acres
2. Implement 41 forest BMPs
3. Complete forest modeling
4. Coordinate local forest technical team

2022 Milestones	Accomplishments
Enroll 1,580 forest stewardship acres into a protection program within the Headwaters Implementation Region	
Enroll 1,838 forest stewardship acres into a protection program within the Cass Lake Implementation Region	
Enroll 1,009 forest stewardship acres into a protection program within the Pokegama Implementation Region	
Assist Headwaters Implementation Region private landowners on 11 forestry BMPs	
Assist Cass Lake Implementation Region private landowners on 15 forestry BMPs	
Assist Pokegama Implementation Region private landowners on 11 forestry BMPs	
Lead 3 local forestry technical teams	
Develop a watershed forestry database and tracking system	

2023 Milestones	Accomplishments
Enroll 1,580 forest stewardship acres into a protection program within the Headwaters Implementation Region	
Enroll 1,838 forest stewardship acres into a protection program within the Cass Lake Implementation Region	
Enroll 1,009 forest stewardship acres into a protection program within the Pokegama Implementation Region	
Assist Headwaters Implementation Region private landowners on 12 forestry BMPs	
Assist Cass Lake Implementation Region private landowners on 15 forestry BMPs	
Assist Pokegama Implementation Region private landowners on 12 forestry BMPs	
Lead 4 local forestry technical teams	
Completion of a forest model	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Lake Stewardship**\$ 134,576.00**

Priority Resources: Lake Plantagenet, Lake Bemidji, Turtle Lake, Gull Lake, Deer Lake, Cass Lake, Pokegama Lake

Locations: MN DNR Score the Shore

Plan Goals:

1. Improve two miles of lakeshore habitat on Tier 1 and Total Maximum Daily Load (TMDL) lakes, and one mile on Tier 2 Lakes
2. Reduce phosphorus by 5% of the total load reduction needed for each of the Tier 1 Lake

2022-2023 Outcomes:

1. 8 stormwater BMPs
2. 2,290 linear feet of buffer installation
3. 741 linear feet of shoreline restoration
4. Shoreline impervious surface analysis

2022 Milestones	Accomplishments
Complete 2 stormwater BMPs on priority lakes	
Complete 572 linear feet of buffer installation	
Complete 185 linear feet of shoreline restoration	
Quantify near-shore impervious surfaces	

2023 Milestones	Accomplishments
Complete 6 stormwater BMPs on priority lakes	
Complete 1,717 linear feet of buffer installation	
Complete 555 linear feet of shoreline restoration	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Agriculture Stewardship**\$ 289,517.00**

Priority Resources: Grace Lake, Little Turtle Lake, Lake Bemidji, Lake Irving, Turtle River Lake, Gull Lake, Lake Pokegama, Lake Plantagenet, and Big Lake

Locations: SSS (Soils, Slope, Stream Proximity) ranking over 7

Plan Goals:

1. Optimize fertilizer and manure rates based on soil testing and farm planning on 331 farms in priority lake watersheds
2. In priority lake watersheds, Increase agriculture stewardship practices on 16,486 acres
3. Increase pasture management and access control on 30 farms in priority lake watersheds

2022-2023 Outcomes:

1. Soil testing and farm planning on 64 fields
2. Soil health BMPs over 1,600 acres
3. Pasture BMPs on 7 farms
4. Increase Agricultural Water Quality Certification participation
5. Increase nutrient management program participation
6. Provide access to a No-till drill

2022 Milestones	Accomplishments
Initiate soil testing and farm planning over 32 fields	
Implement 800 acres of soil health BMPs	
Implement pasture BMPs on 1 farms	
Enroll 1 landowner into the Ag. Water Quality Certification Program	
Enroll 1 landowner into the nutrient management program	
Obtain a no-till drill for soil health program	

2023 Milestones	Accomplishments
Initiate soil testing and farm planning over 32 fields	
Implement 800 acres of soil health BMPs	
Implement pasture BMPs on 5 farms	
Enroll 1 landowner into the Ag. Water Quality Certification Program	
Enroll 1 landowner into the nutrient management program	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Urban Stewardship

\$ 113,388.00

Priority Cities: Bemidji, Cass Lake, Deer River, and Cohasset

Locations: TBD

Plan Goals:

1. Develop a stormwater retrofit analysis identifying stormwater projects for implementation
2. Municipalities develop local low-impact designs and layouts that reduce generated runoff and pollutants by preserving natural areas, disconnecting and distributing runoff, and reducing overall impervious cover
3. Develop winter maintenance plans and provide tools for chloride management certification for private contractors, cities, townships, and counties

2022-2023 Outcomes:

1. Stormwater retrofit analysis for each of the four cities
2. Install four stormwater BMPs

2022 Milestones	Accomplishments
Complete retrofit analysis for each of the four cities within the Watershed	
Install 1 stormwater BMP	
Inventory, inspection, and identification of private pipes within the City of Bemidji	
Brine equipment for road management in Cass County	
Conduct 2 MPCA Salt Workshops for County, City, and private contractor staff	

2023 Milestones	Accomplishments
Install 3 stormwater BMPs	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Environmentally Sensitive Lands**\$ 32,330.00**

Priority Resources: Wild rice lakes and Mississippi River corridor

Locations: Priority wild rice lakes and MHB parcel scoring

Plan Goals:

1. Protect 4,000 acres of habitat
2. Update wild rice inventory
3. Explore options to protect local School Trust Lands
4. Restore 20 acres of habitat

2022-2023 Outcomes:

1. Three easements
2. Update wild rice inventory
3. Restore 2 acres of habitat

2022 Milestones	Accomplishments
Re-evaluate wild rice lake priority lists	

2023 Milestones	Accomplishments
Three easements	
Restore 2 acres of habitat	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Subsurface Sewage Treatment System Management**\$ 10,010.00**

Priority Resources: Lake Plantagenet, Lake Bemidji, Turtle Lake, Gull Lake, Deer Lake, Cass Lake, Pokegama Lake

Plan Goals:

1. Work with County Environmental Service Department directors identifying opportunities for modernizing local databases for program delivery
2. Through voluntary assessments, inspect sewage treatment systems on Tier 1 lakes and high-potential areas for well pollution
3. Expand opportunities for financial assistance programs for subsurface sewage treatment system upgrades

2022-2023 Outcomes:

1. Modernize local databases
2. Implement zero-interest loan program

2022 Milestones	Accomplishments
Build SSTS database in Beltrami County	

2023 Milestones	Accomplishments

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Water Course Stewardship**\$ 46,050.00**

Priority Resources: Bear Creek and Lake Pokegama

Locations: To be determined after inventory

Plan Goals:

1. Increase aquatic connectivity through forest road closure recommendations in the Chippewa National Forest
2. Coordinate dam management or replacement
3. Coordinate culvert inventories with local road authorities and replace as needed
4. Maintain the Mississippi River Headwaters Watershed mean annual discharge of 2,579-2,777 acre/feet per day

2022-2023 Outcomes:

1. Culvert replacement
2. Pokegama ditch checks
3. Watershed-wide culvert inventory
4. Federal forest roads review
5. Determine non-contributing areas

2022 Milestones	Accomplishments
Initiate culvert inventory and build database	
Partner with USFS in reviewing minimal-use forest roads	
Mississippi High Banks campsite bluff restoration	

2023 Milestones	Accomplishments
Survey and design 1 culvert replacement	
Creation of hydrologically corrected Digital Elevation Model	
Install ditch checks along Pokegama causeway	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Drinking Water Stewardship**\$ 10,500.00**

Priority Resources: High nitrate and arsenic wells and DWSMAs

Locations:

Plan Goals:

1. Improve protection practices and programs through inventories, databases, and creation of groundwater information resources
2. Work with the Minnesota Department of Health (MDH) to inform public of potential health risks and sealing of wells within the Special Well and Boring Construction Areas
3. Locate and seal 10 wells per year or flood-prone private wells per year to prevent groundwater contamination
4. Monitor and provide technical assistance to 10% of the existing private wells in the Mississippi River Headwaters Watershed, focusing on areas that are prone to flooding or have high nitrate (above 5.0 mg/L) or arsenic concentrations (above 5.0 ug/L)

2022-2023 Outcomes:

1. Geologic atlas
2. Development of public health risk information
3. Survey of wells within the floodplain
4. Request flooded well test kits
5. Well sealing
6. Develop template for private well protection plans

2022 Milestones	Accomplishments
Develop outreach materials for potential health risks in groundwater	
Request flooded well test kits from MDH	
Seal 10 wells	
Development of private well head protection information for local planning	

2023 Milestones	Accomplishments
Complete staff training with MN Geological Survey to locate wells using in-office tools	
Conduct survey of wells within the floodplain zone	
Seal 10 wells	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Invasive Species Management**\$ 900.00**

Priority Resources:

Locations:

Plan Goals:

1. Enhanced coordination of local aquatic invasive species (AIS_ plan implementation by organizing a multi-county collaborative program that includes training, staffing, and financial resources
2. Facilitate integrated pest management based on impact to the resource and to the invasive
3. Restore 25 acres of native plant communities through an ecosystem approach

2022-2023 Outcomes:

1. Coordination of AIS meetings
2. Creation of cooperative weed management area

2022 Milestones	Accomplishments
Coordinate an annual AIS meeting for local staff	

2023 Milestones	Accomplishments
Coordinate an annual AIS meeting for local staff	
Initiate a Cooperative Weed Management Area	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Administration**\$ 43,077.00**

2022 Milestones	Accomplishments
Finalize adoption of MOA and bylaws for plan implementation	
Create tracking mechanisms for grant reporting and fiscal management	
Complete annual financial and audit requirements	
Work on policy development for funding implementation	
Enter into sub-agreements for distribution of funds	
Complete payments for work accomplished	
Provide quarterly grant reports to the Policy Committee	
Conduct 4 Policy Committee meetings	
Conduct 6 Advisory Committee meetings	

2023 Milestones	Accomplishments
Maintain tracking mechanisms for grant reporting and fiscal management	
Complete annual financial and audit requirements	
Provide quarterly grant reports to the Policy Committee	
Complete payments for work accomplished	
Complete BWSR grant reporting	
Conduct 4 Policy Committee meetings	
Conduct 6 Advisory Committee meetings	
Begin outline of work plan for next watershed based funding request	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments

Engineering and Technical Assistance**\$ 60,000.00**

2022 Milestones	Accomplishments
Complete survey and design one stormwater BMP	
Stormwater feasibility study	

2023 Milestones	Accomplishments
Complete survey and design three stormwater BMPs	
Survey and design 1 culvert replacement	

2024 Milestones - Goal is to have 95% of all workload completed by December 30, 2023	Accomplishments