ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, July 12, 2022	2:30 PM	Itasca County Boardroom

FINAL

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	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, July 5, 2022 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Appoint Leo Trunt to the vacant, unexpired Commissioner position on the Itasca County Housing and Redevelopment Authority (HRA), effective July 12, 2022, with an expiration date of December 31, 2023.

2. Adopt the Resolution Re: Objection to 2023 Minnesota Department of Human Services Selection of Participating Health Plans.

3. Approve the Purchase of Service Agreement between ICHHS and Grace House for outreach activities related to Housing Support Funds.
4. Approve the Addendum to the Agreement between ICHHS and Patty Beech Consulting Inc (currently in place through June 30, 2023) for administration and monitoring of the DHS Housing Supports Program.
5. Approve the Addendum to the Agreement between ICHHS and KOOTASCA Community Action (currently in place through June 30, 2023) for Housing Resource Specialist Activities of the DHS Housing Supports Program.
6. Approve the Addendum to the Agreement between ICHHS and Northland Counseling Center Inc (currently in place through June 30, 2023) for Housing Resource Specialist Activities of the DHS Housing Supports Program.
7. Award contract 59916 for Nashwauk TWP, South Sucker Lake Road - Bridge/Culvert Replacement to the lowest responsible bidder, Utility Systems of America, Inc., in the amount of $168,422.00 and authorize the required signatures on the contract documents.
8. Approve the Resolution Re: County State Aid Highway Funds Advance and authorize the Transportation Department to request an advance from the Municipal County State Aid account.
9. Adopt the Resolution Re: Authorizing and Fixing the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners.

VI. REGULAR AGENDA

1. Citizen Input

   No citizen input provided.

2. Recognition of County Employees

   The following employees were recognized:

   Farewell to Maureen Kangas whose last day as Social Worker, Health & Human Services Department will be July 29, 2022 after 27+ years of service.

   Welcome new employee, Celia Copeland, Care Coordinator, IMCare Division of Health & Human Services, effective July 11, 2022.

   Welcome new employee, Lisa Kangas, Social Worker, Family Services Division of Health & Human Services, effective July 11, 2022.

   Welcome new employee, Katrina Haskins, Public Health Nurse, Health & Human Services, effective July 11, 2022.

   Congratulations to Jackson Purdie who accepted a promotion from Administrative Assistant, Land Department to Records Deputy, Sheriff's Department, effective July, 10, 2022.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Commissioner Warrants

   Motion To: Approve Commissioner Warrants with a check date of July 15, 2022, in the amount of $1,694,993.82.

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

4. Ecumen Grand Village Management Agreement

Motion To: Approve the Ecumen Grand Village Management Agreement.

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

5. Dangerous Dog Designation Review

Motion To: Remove the Dangerous Dog Designation of dog owned by Jerome and Diane Janicke, 20612 S. Moose Point Road, Grand Rapids, MN 55744.

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

6. Len Hardy Memorial ATV/Snowmobile Trail Contract Award

Motion To: Award the 2022 Len Hardy Memorial ATV/Snowmobile Trail Construction Contract to the lowest responsible bidder, Wm. J Schwartz and Sons, Inc. for the estimated amount of $214,950.00 and authorize necessary signatures.

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

VII. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding the July 11, 2022 County Facilities Tours held at the Swan River, Nashwauk, Togo, and Balsam garages, as well as interest in understanding the spread of gas prices in Itasca County.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Snyder adjourned the meeting at 2:50 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, July 12, 2022

RESOLUTION 2022-46

RE: OBJECTION TO 2023 MINNESOTA DEPARTMENT OF HUMAN SERVICES SELECTION OF PARTICIPATING HEALTH PLANS

WHEREAS, the Itasca County Board of Commissioners objects to the Minnesota Department of Human Services' ("the Department") selection of participating health plans for Itasca County;

WHEREAS, the Itasca County Board of Commissioners objects to the Department's decision to disregard the County's decision to provide healthcare services under Minn. Stat. § 256B.69 and Minn. Stat. § 256B.692 to eligible recipients of the Minnesota Senior Health Options (MSHO), Minnesota Senior Care Plus (MSC+), and Families and Children Medical Assistance Programs within the County;

WHEREAS, the Itasca County Board of Commissioners previously authorized the County to request mediation under Minn. Stat. § 256B.69, subd. 3a to challenge the Department's procurement decision;

WHEREAS, the Itasca County Board of Commissioners seeks to retain the law firm of Lockridge Grindal Nauen PLLP to represent the County in challenging the Department's procurement determinations in mediation or, as necessary, in other legal action.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners, hereby authorizes the County to retain Lockridge Grindal Nauen PLLP to represent the County in mediation with the Department pursuant to Minn. Stat. §256B.69, subd. 3a(d).

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of July A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of July A.D. 2022.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, July 12, 2022

RESOLUTION 2022-47

RE: COUNTY STATE AID HIGHWAY FUNDS ADVANCE

WHEREAS, the County of Itasca is planning to implement Municipal County State Aid Street Project(s) in 2022 which will require State Aid funds in excess of those available in its State Aid Regular/Municipal Construction Account, and

WHEREAS, said County is prepared to proceed with the construction of said project(s) through the use of an advance from the Municipal County State Aid Construction Fund to supplement the available funds in their State Aid Regular/Municipal Construction Account, and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of date 05/31/2022		$1,357,915.63
Less estimated disbursements:		
Project 031-607-031	$2,094,380.50	
Project Finals (overruns - if any)	$100,000.00	
Total Estimated Disbursements		$2,194,380.50
Advance Amount (amount in excess of acct balance)		$836,464.87

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.08, Subd. 5 & 7 and Minnesota Rules, Chapter 8820, and

WHEREAS, the County acknowledges advance funds are released on a first-come, first-serve basis and this resolution does not guarantee the availability of funds.

NOW THEREFORE BE IT RESOLVED, that the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved County State Aid Highway Project(s) of the County of Itasca in an amount up to $836,464.87 in accordance with Minnesota Rules 8820.1500, Subp. 9. I hereby authorize repayments from subsequent accruals to the Regular/Municipal Construction Account of said County from future year allocations until fully repaid.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of July A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of July A.D. 2022.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, July 12, 2022

RESOLUTION 2022-48

RE: AUTHORIZING AND FIXING THE NOTICE AND TERMS OF TAX-FORFEITED LAND SALE TO ADJOINING LANDOWNERS

WHEREAS, the County Board has classified and appraised certain tax forfeited lands and list of said lands has been filed with the County Auditor, classification of said lands have been duly approved by the Town Boards and Municipalities and the appraised value of timber has been duly approved by the County Land Commissioner, and

WHEREAS, the County Board is by law designated with authority to provide for the sale of such forfeited lands on terms included in the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners,

NOW THEREFORE BE IT RESOLVED, that the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners be given by certified mail to all adjoining landowners as provided by Minnesota Statute 282.01, subdivision 7a, that the County Auditor of Itasca County shall open sealed bids for such tracts of land for sale in the order in which they appear in said Notice at 10:00 A.M. on MONDAY, AUGUST 15, 2022 at the ITASCA COUNTY LAND DEPARTMENT, 1177 LAPRAIRIE AVENUE, GRAND RAPIDS, MN 55744.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of July A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of July A.D. 2022.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, July 5, 2022 | 2:30 PM | Itasca County Boardroom

DRAFT

WORK 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	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Items #6.11 (2022 DHS Procurement – County Mediation) and #10.1 (Closed Session per MN Statutes 13D.05, Subd. 3(c)(3) Re: Potential Purchase of Parcel Identification Numbers (PINs) 91-016-2406 and 91-016-2301), and approved the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Monday, June 27, 2022 County Facilities Tour at the Cohasset Garage; Monday, June 27, 2022 County Facilities Tour at the Deer River Garage; Monday, June 27, 2022 County Facilities Tour at the Max Garage; Monday, June 27, 2022 County Facilities Tour at the Bigfork Garage; Monday, June 27, 2022 County Facilities Tour at the Arbo Garage; and Tuesday, June 28, 2022 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Appoint Leo Trunt to the vacant, unexpired Commissioner position on the Itasca County Housing and Redevelopment Authority (HRA), effective July 12, 2022, with an expiration date of December 31, 2023.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 07/12/2022 2:30 PM**

2. Award contract 59916 for Nashwauk TWP, South Sucker Lake Road - Bridge/Culvert Replacement to the lowest responsible bidder, Utility Systems of America, Inc., in the amount of $168,422.00 and authorize the required signatures on the contract documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 07/12/2022 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

   No citizen input provided.

2. Potential Schedule Change for August

   Motion To: Reschedule the Tuesday, August 9, 2022 Regular Session to Wednesday, August 10, 2022 at 2:30 PM in the Itasca County Boardroom due to elections.

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

3. Ecumen Grand Village Management Agreement

   County Administrator Brett Skyles provided information regarding the request to approve the Ecumen Grand Village Management Agreement.

RESULT:	**RECOMMENDED FOR REGULAR**	**NEXT: 07/12/2022 2:30 PM**

4. 2022-2024 Labor Contract – MN Teamsters Public and Law Enforcement Employees' Union, Local No. 320

   Motion To: Approve and authorize necessary signatures for the 2022-2024 Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320 Labor Agreement, which represents Probation Officers.

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

5. Order to Abate a Public Health Nuisance

   Motion To: Approve the Order to Abate a Public Health Nuisance on Thomas Cichy Jr. Parcel #08-007-4101 and authorize signatures of the County Board Chair and Clerk of the County Board.

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

6. County State Aid Funds Advance Resolution

   County Engineer Karin Grandia provided information regarding the request to approve the Resolution Re: County State Aid Highway Funds Advance.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 07/12/2022 2:30 PM**

7. Highway 169 Cross Range Study Advisory Committee

   Motion To: Appoint Commissioner Leo Trunt as delegate and Commissioner Ben DeNucci as alternate on the Highway 169 Cross Range Study Advisory Committee (SAC) for indefinite terms, as long as elected.

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

8. Tax-Forfeited Land Sale to Adjoining Landowners

Real Estate Specialist Cindy Shevich provided information regarding the request to adopt the Resolution Re: Fixing the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 07/12/2022 2:30 PM**

9. 38er's Snowmobile Club Trail Improvement Grant Resolution

Motion To: Adopt the Resolution Re: 38er's Snowmobile Club Trail Improvement Program Grant Application and authorize necessary signatures.

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

10. Driftskippers Snowmobile Club Trail Improvement Grant Resolution

Motion To: Adopt the Resolution Re: Driftskippers Snowmobile Club Trail Improvement Program Grant Application and authorize necessary signatures.

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

11. 2022 DHS Procurement – County Mediation

Health and Human Services (HHS) Director Eric Villeneuve provided information regarding the request to adopt the Resolution Re: Objection to 2023 Minnesota Department of Human Services Selection of Participating Health Plans.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 07/12/2022 2:30 PM**

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance at recent Board of Appeal and Equalization, Arrowhead Economic Opportunity Agency (AEOA) Board of Directors, Kootasca Community Action (KCA), and Step 3 Grievance Committee meetings, as well as County Facilities Tours.

Commissioner Tinquist reported on his attendance at recent Board of Appeal and Equalization, Mississippi Headwaters Board (MHB), and Step 3 Grievance Committee meetings, as well as Labor Negotiations and County Facilities Tours.

Commissioner Trunt reported on his attendance at recent Board of Appeal and Equalization meetings and County Facilities Tours, as well as an Emergency Management Training.

Commissioner Snyder reported on his attendance at recent Board of Appeal and Equalization, Grand Village Board, and North Itasca Joint Powers Board (NIJPB) meetings, as well as an e2ip property meeting, a meeting with Extension staff, Canisteo Pit meetings, and County Facilities Tours.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

RECESS

Chair Snyder recessed the meeting at 3:05 PM.

RECONVENE

Chair Snyder reconvened the meeting at 3:08 PM, with all members present.

X. CLOSED SESSIONS

1. Closed Session per MN Statutes 13D.05, Subd. 3(c)(3) Re: Potential Purchase of Parcel Identification Numbers (PINs) 91-016-2406 and 91-016-2301

Motion To: Go into Closed Session per MN Statutes13D.05, Subd. 3(c)(3) Re: Potential Purchase of Parcel Identification Numbers (PINs) 91-016-2406 and 91-016-2301.

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

Others Present: County Attorney Matti Adam, Land Commissioner Kory Cease, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

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

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

XI. ADJOURN

Chair Snyder adjourned the meeting at 3:33 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, July 12, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2478

DEPARTMENT: Administrative Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Amanda Schultz, Diane Larson

AGENDA ITEM:
Housing and Redevelopment Authority Appointment

BOARD ACTION REQUESTED:
Appoint Leo Trunt to the vacant, unexpired Commissioner position on the Itasca County Housing and Redevelopment Authority (HRA), effective July 12, 2022, with an expiration date of December 31, 2023.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. HRA BOARD.22 revised
2. Housing & Redevelopment Authority-Application-L Trunt
3. APPT Housing & Redevelopment Authority - Trunt

07/05/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 07/12/2022 2:30 PM**

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

BOARD OF COMMISSIONERS

ITASCA COUNTY HRA

2022

NAME	DISTRICT	APPOINTED/ REAPPOINTED	EXPIRES	POSITION
Barb Sanderson	4	1/01/2022	12/31/2026	Commissioner
Vacant			12/31/2023	Commissioner
Tim Johnson	5	1/01/2018	12/31/2022	Vice-Chair
Ed Bolf	5	01/01/2020	12/31/2024	Secretary
Kathleen Blake	4	1/01/2021	12/31/2025	Commissioner
Patrick Casey	4	1/01/2020	12/31/2024	Chair
Leah Griffin	5	5/10/2022	12/31/2025	Resident Commissioner

Seven-member board appointed by the Itasca County Board of Commissioners. Members selected on a geographical basis to be representative of the county.

Chair – HRA
Mr. Pat Casey
1502 S.W. 1st Avenue
Grand Rapids, MN 55744
259-1891 cell
ptcasey@yahoo,com
or
Mr. Pat Casey
c/o Itasca County HRA
1115 NW 4th St.
Grand Rapids, MN 55744

Executive Director
Diane R. Larson
Itasca County HRA
1115 NW 4th St.
Grand Rapids, MN 55744
218-326-7978
218-326-8031 fax
diane@itascacountyhra.org

Local Elected Official
Terry Snyder, County Board Chair
123 NE 4th Street
Grand Rapids, MN 55744
Phone: Courthouse: (218) 259-1279
E-mail:terry.snyder@co.itasca.mn.us

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 12, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2492

DEPARTMENT: Health & Human Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Eric Villeneuve

AGENDA ITEM:
2022 DHS Procurement - County Mediation

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Objection to 2023 Minnesota Department of Human Services Selection of Participating Health Plans.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

07/05/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 07/12/2022 2:30 PM**

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, July 12, 2022

RESOLUTION 2022-46

RE: OBJECTION TO 2023 MINNESOTA DEPARTMENT OF HUMAN SERVICES SELECTION OF PARTICIPATING HEALTH PLANS

WHEREAS, the Itasca County Board of Commissioners objects to the Minnesota Department of Human Services' ("the Department") selection of participating health plans for Itasca County;

WHEREAS, the Itasca County Board of Commissioners objects to the Department's decision to disregard the County's decision to provide healthcare services under Minn. Stat. § 256B.69 and Minn. Stat. § 256B.692 to eligible recipients of the Minnesota Senior Health Options (MSHO), Minnesota Senior Care Plus (MSC+), and Families and Children Medical Assistance Programs within the County;

WHEREAS, the Itasca County Board of Commissioners previously authorized the County to request mediation under Minn. Stat. § 256B.69, subd. 3a to challenge the Department's procurement decision;

WHEREAS, the Itasca County Board of Commissioners seeks to retain the law firm of Lockridge Grindal Nauen PLLP to represent the County in challenging the Department's procurement determinations in mediation or, as necessary, in other legal action.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners, hereby authorizes the County to retain Lockridge Grindal Nauen PLLP to represent the County in mediation with the Department pursuant to Minn. Stat. §256B.69, subd. 3a(d).

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of July A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of July A.D. 2022.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 12, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2496

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Jason Johnson

AGENDA ITEM:
Grace House CLI (Community Living Infrastructure) Grant Purchase of Service Agreement

BOARD ACTION REQUESTED:
Approve the Purchase of Service Agreement between ICHHS and Grace House for outreach activities related to Housing Support Funds.

BACKGROUND:
This agreement will be funded by the Community Living Infrastructure (CLI) Grant that was approved at the April 12, 2022 regular session.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. Grace House CLI 2022-2024

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

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

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES, 1209 SE 2ND AVENUE, GRAND RAPIDS, MINNESOTA 55744, hereafter referred to as the "Agency", and Grace House of Itasca County**.,** hereafter referred to as the "Contractor", enter into this agreement for the period from **07/12/2022 THROUGH 03/31/2024.**

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 Housing Resource Specialist activities 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 501 SW 1st Ave, 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 <u>any</u> 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:

- **Outreach activities to connect people experiencing housing instability, homelessness and/or disabilities to housing and services in Itasca County.**

2. The total amount to be paid for purchased services described in "A.1." shall not exceed **$ 105,599.**

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 into 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 **501 SW 1st Ave, Grand Rapids, MN, 55744** 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, July 12, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2497

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Jason Johnson

AGENDA ITEM:
Patty Beech Consulting, Inc Addendum

BOARD ACTION REQUESTED:
Approve the Addendum to the Agreement between ICHHS and Patty Beech Consulting Inc (currently in place through June 30, 2023) for administration and monitoring of the DHS Housing Supports Program.

BACKGROUND:
The current Agreement is in place through June 30, 2023. This addendum will extend the agreement to March 31, 2024 and pay the contractor an additional $74,930 for the time period of July 1, 2022 through March 31, 2024 to streamline the administration and monitoring activities related to housing support funds. This agreement will be funded by the Community Living Infrastructure Grant that was approved at the June 1st, 2021 work session and the April 12, 2022 regular session.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. PATTY BEECH CONSULTING, INC CLI Addendum 2022-2024

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

A D D E N D U M
to
Purchase of Service Agreement
Between Itasca County Health and Human Services
And
PATTY BEECH CONSULTING, INC.

WE THE PARTIES HERETO, AGREE THAT THE TERMS AND AGREEMENT OF THE CONTRACT FOR **ADMINISTRATION AND MONITORING OF THE DHS HOUSING SUPPORTS PROGRAM** TO PERSONS, CURRENTLY IN PLACE JULY 2, 2021 THROUGH JUNE 30, 2023, HAS THE FOLLOWING CHANGE EFFECTIVE JULY 1, 2022:

Extend the contract to March 31, 2024 and pay the contractor an additional $74,930 for the time period of July 1, 2022 – March 31, 2024, to streamline the administration and monitoring activities related to housing support funds. Activities shall include:

- Develop a regional expert council of persons with lived experience of housing instability and/or disabilities to guide decisions on policy, programming, and advocacy in the homeless system.
- Develop more community-based Housing Support in Itasca County.
- Make sure that CLI activities meet the needs of the Itasca County communities by developing CLI direct assistance guidelines and ensuring that the activities identified in the ICHHS CLI II grant are achieved.

All other Program Descriptions Remain Unchanged in the 2021-2023 Purchase of Service Agreement.

AND THAT THESE SAME TERMS AND AGREEMENTS WILL BE HONORED BY THE PARTIES HEREIN DESCRIBED.

APPROVED:

______________________________ CHAIRPERSON, BOARD OF CONTRACTOR	____________________ DATE
______________________________ DIRECTOR OF CONTRACTING AGENCY	____________________ DATE
______________________________ ITASCA COUNTY HEALTH AND HUMAN SERVICES DIRECTOR	____________________ DATE
______________________________ CHAIRPERSON, ITASCA COUNTY BOARD	____________________ DATE

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 12, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2499

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Jason Johnson

AGENDA ITEM:
KOOTASCA Community Action CLI Addendum

BOARD ACTION REQUESTED:
Approve the Addendum to the Agreement between ICHHS and KOOTASCA Community Action (currently in place through June 30, 2023) for Housing Resource Specialist Activities of the DHS Housing Supports Program.

BACKGROUND:
The current Agreement is in place through June 30, 2023. This addendum will extend the agreement to March 31, 2024 and pay the contractor an additional $249,739 for the time period of July 1, 2022 through March 31, 2024 for housing resource specialist and direct assistance activities. This agreement will be funded by the Community Living Infrastructure Grant that was approved at the June 1st, 2021 work session and the April 12, 2022 regular session.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. KOOTASCA CLI Addendum 2022-2024

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

A D D E N D U M
to
Purchase of Service Agreement
Between Itasca County Health and Human Services
And
KOOTASCA Community Action

WE THE PARTIES HERETO, AGREE THAT THE TERMS AND AGREEMENT OF THE CONTRACT FOR **HOUSING RESOURCE SPECIALIST ACTIVITIES** TO PERSONS, CURRENTLY IN PLACE JULY 1, 2021 THROUGH JUNE 30, 2023, HAS THE FOLLOWING CHANGE EFFECTIVE JULY 1, 2022:

Extend the contract to March 31, 2024 and pay the contractor an additional $249,739 for Housing Resource Specialist and Direct Assistance activities for the time period of July 1, 2022 – March 31, 2024. Activities shall include:

- Assist households facing housing instability to access and maintain stable housing.
- Connect households to mainstream benefits and services that support them to live in the community.
- Decrease barriers to accessing quality housing and services for households with disabilities and/or housing instability.

All other Program Descriptions Remain Unchanged in the 2021-2023 Purchase of Service Agreement.

AND THAT THESE SAME TERMS AND AGREEMENTS WILL BE HONORED BY THE PARTIES HEREIN DESCRIBED.

APPROVED:

CHAIRPERSON, BOARD OF CONTRACTOR	DATE
DIRECTOR OF CONTRACTING AGENCY	DATE
ITASCA COUNTY HEALTH AND HUMAN SERVICES DIRECTOR	DATE
CHAIRPERSON, ITASCA COUNTY BOARD	DATE

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 12, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2501

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Jason Johnson

AGENDA ITEM:
Northland Counseling Center Inc CLI Addendum

BOARD ACTION REQUESTED:
Approve the Addendum to the Agreement between ICHHS and Northland Counseling Center Inc (currently in place through June 30, 2023) for Housing Resource Specialist Activities of the DHS Housing Supports Program.

BACKGROUND:
The current Agreement is in place through June 30, 2023. This addendum will extend the agreement to March 31, 2024 and pay the contractor an additional $306,742 for the time period of July 1, 2022 through March 31, 2024 for housing resource specialist and direct assistance activities. This agreement will be funded by the Community Living Infrastructure Grant that was approved at the June 1st, 2021 work session and the April 12, 2022 regular session.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. NORTHLAND COUNSELING CENTER CLI Addendum 2022-2024

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

A D D E N D U M
to
Purchase of Service Agreement
Between Itasca County Health and Human Services
And
NORTHLAND COUNSELING CENTER

WE THE PARTIES HERETO, AGREE THAT THE TERMS AND AGREEMENT OF THE CONTRACT FOR **HOUSING RESOURCE SPECIALIST ACTIVITIES** TO PERSONS, CURRENTLY IN PLACE JULY 1, 2021 THROUGH JUNE 30, 2023, HAS THE FOLLOWING CHANGE EFFECTIVE JULY 1, 2022:

Extend the contract to March 31, 2024 and pay the contractor an additional $306,742 for Housing Resource Specialist and Direct Assistance activities for the time period of July 1, 2022 – March 31, 2024. Activities shall include:

- Assist households facing housing instability to access and maintain stable housing.
- Connect households to mainstream benefits and services that support them to live in the community.
- Decrease barriers to accessing quality housing and services for households with disabilities and/or housing instability.

All other Program Descriptions Remain Unchanged in the 2021-2023 Purchase of Service Agreement.

AND THAT THESE SAME TERMS AND AGREEMENTS WILL BE HONORED BY THE PARTIES HEREIN DESCRIBED.

APPROVED:

CHAIRPERSON, BOARD OF CONTRACTOR	DATE
DIRECTOR OF CONTRACTING AGENCY	DATE
ITASCA COUNTY HEALTH AND HUMAN SERVICES DIRECTOR	DATE
CHAIRPERSON, ITASCA COUNTY BOARD	DATE

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 12, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2480

DEPARTMENT: Transportation **TIME REQUESTED:** < 5 Minutes
PRESENTER: Rachel Metelak

AGENDA ITEM:
Bid Award for Contract 59916 - Nashwauk TWP S. Sucker Lake Rd. Bridge/Culvert Replacement

BOARD ACTION REQUESTED:
Award contract 59916 for Nashwauk TWP, South Sucker Lake Road - Bridge/Culvert Replacement to the lowest responsible bidder, Utility Systems of America, Inc., in the amount of $168,422.00 and authorize the required signatures on the contract documents.

BACKGROUND:
This project is a Nashwauk TWP project funded by the Town Bridge Account and local TWP dollars. Bids were opened on June 14, 2022 at 11:00 a.m. Results of that bid are as follows:

Engineer's Estimate$206,505.00

Utility Systems of America, Inc.	$168,422.00
Casper Construction, Inc.	$174,000.00
KTM Paving	$175,500.00
KGM Contractors, Inc.	$184,410.60
LinnCo, Inc.	$226,476.60
Veit & Company, Inc.	$228,059.50
Helmin Construction, Inc.	$232,176.00
Gladen Constructio, Inc.	$428,992.40

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:
1. CONTRACT 59916 - unsigned

07/05/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 07/12/2022 2:30 PM**

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

CONTRACT 59916
SAP 031-599-016 - NASHWAUK TWP – SOUTH SUCKER LAKE ROAD BRIDGE/CULVERT REPLACEMENT

S T A T E O F M I N N E S O T A

C O U N T Y O F I T A S C A

CONTRACT
HIGHWAY CONSTRUCTION

This agreement made this 12th day of July 2022 between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and Utility Systems of America, Inc. of Eveleth MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of the Nashwauk TWP South Sucker Lake Road Bridge/Culvert Replacement Project, as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after September 19, 2022, and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

September 30, 2022

IN WITNESS WHEREOF, The County has caused these presents to be executed and the Contractor has hereunto subscribed his name.

Dated at 4:00 P.M. , this 12th , day of July , 2022

County of Itasca

By: ______________________________

Terry Snyder, Chairperson County Board

____

Jeffrey Walker, County Auditor / Treasurer

Contractor

By: ______________________________

Utility Systems of America, Inc. Contractor

Approved as to form and execution this ____________ Day of ____________________________ , 2022

____

Matti Adam, County Attorney

____

Brett Skyles, Clerk of County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 12, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2438

DEPARTMENT: Transportation **TIME REQUESTED:** < 5 Minutes
PRESENTER: Karin Grandia

AGENDA ITEM:
County State Aid Funds Advance Resolution

BOARD ACTION REQUESTED:
Approve the Resolution Re: County State Aid Highway Funds Advance and authorize the Transportation Department to request an advance from the Municipal County State Aid account.

BACKGROUND:
When the 2022 5 year plan was approved in March, it showed a negative balance in both the state aid account and the municipal state aid accounts. Generally speaking, not every project gets completed during the construction season and final payments aren't usually made until November or December. State Aid allotments are distributed in January, so any carry over from the previous year is very short term.

Construction prices have been rising throughout the year. As a result, I expect to overspend our accounts more than anticipated. We have the ability to advance up to one full year of both our state aid account and our municipal state aid account. Due to the increased costs of construction this year, I am recommending that the County Board pass the attached resolution and we advance a portion of our 2023 municipal/state aid accounts to cover those costs. We will either need to change the 5 year plan to push some project out in the future, or simply do the same thing next year and advance a portion of the 2024 account to cover. If costs do not continue to rise substantially, I expect that we will not need to advance any portion in 2025, and all project currently listed could remain in the plan.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

07/05/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 07/12/2022 2:30 PM**

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, July 12, 2022

RESOLUTION 2022-47

RE: COUNTY STATE AID HIGHWAY FUNDS ADVANCE

WHEREAS, the County of Itasca is planning to implement Municipal County State Aid Street Project(s) in 2022 which will require State Aid funds in excess of those available in its State Aid Regular/Municipal Construction Account, and

WHEREAS, said County is prepared to proceed with the construction of said project(s) through the use of an advance from the Municipal County State Aid Construction Fund to supplement the available funds in their State Aid Regular/Municipal Construction Account, and

WHEREAS, the advance is based on the following determination of estimated expenditures:

Account Balance as of date 05/31/2022		$1,357,915.63
Less estimated disbursements:		
Project 031-607-031	$2,094,380.50	
Project Finals (overruns - if any)	$100,000.00	
Total Estimated Disbursements		$2,194,380.50
Advance Amount (amount in excess of acct balance)		$836,464.87

WHEREAS, repayment of the funds so advanced will be made in accordance with the provisions of Minnesota Statutes 162.08, Subd. 5 & 7 and Minnesota Rules, Chapter 8820, and

WHEREAS, the County acknowledges advance funds are released on a first-come, first-serve basis and this resolution does not guarantee the availability of funds.

NOW THEREFORE BE IT RESOLVED, that the Commissioner of Transportation be and is hereby requested to approve this advance for financing approved County State Aid Highway Project(s) of the County of Itasca in an amount up to $836,464.87 in accordance with Minnesota Rules 8820.1500, Subp. 9. I hereby authorize repayments from subsequent accruals to the Regular/Municipal Construction Account of said County from future year allocations until fully repaid.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of July A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of July A.D. 2022.

Administrator

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 12, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2487

DEPARTMENT: Land Department **TIME REQUESTED:** < 5 Minutes
PRESENTER: Cindy Shevich

AGENDA ITEM:
Tax-Forfeited Land Sale to Adjoining Landowners

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Authorizing and Fixing the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners.

BACKGROUND:
The Land Department is requesting that the County Board set the values and terms of sale per the attached Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Notice and Terms 2022-8-15
2. ADJ LO LIST SPRING 2022
3. ADJ LO SALE 2022 maps

07/05/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 07/12/2022 2:30 PM**

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

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, July 12, 2022

RESOLUTION 2022-48

RE: AUTHORIZING AND FIXING THE NOTICE AND TERMS OF TAX-FORFEITED LAND SALE TO ADJOINING LANDOWNERS

WHEREAS, the County Board has classified and appraised certain tax forfeited lands and list of said lands has been filed with the County Auditor, classification of said lands have been duly approved by the Town Boards and Municipalities and the appraised value of timber has been duly approved by the County Land Commissioner, and

WHEREAS, the County Board is by law designated with authority to provide for the sale of such forfeited lands on terms included in the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners,

NOW THEREFORE BE IT RESOLVED, that the Notice and Terms of Tax-Forfeited Land Sale to Adjoining Landowners be given by certified mail to all adjoining landowners as provided by Minnesota Statute 282.01, subdivision 7a, that the County Auditor of Itasca County shall open sealed bids for such tracts of land for sale in the order in which they appear in said Notice at 10:00 A.M. on MONDAY, AUGUST 15, 2022 at the ITASCA COUNTY LAND DEPARTMENT, 1177 LAPRAIRIE AVENUE, GRAND RAPIDS, MN 55744.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of July A.D. 2022 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of July A.D. 2022.

Administrator

NOTICE AND TERMS OF TAX-FORFEITED LAND SALE TO ADJOINING LANDOWNERS
ITASCA COUNTY LAND DEPARTMENT – MONDAY, AUGUST 15, 2022, 10:00 A.M.

NOTICE IS HEREBY GIVEN, that I shall offer for sale to adjoining landowners through sealed bids, and at not less than the appraised value, the following described tracts of land forfeited to the State of Minnesota for nonpayment of taxes, which have been classified and appraised as provided by law. Said sale will be governed as to terms by resolution of the County Board authorizing the same, sealed bids shall be opened at **10:00 A.M. on MONDAY, AUGUST 15, 2022.**

KORY CEASE, Itasca County Land Commissioner JEFF WALKER, Itasca Co. Auditor/Treasurer

RESOLUTION OF COUNTY BOARD AUTHORIZING AND FIXING
THE TERMS OF SALE TO ADJOINING LANDOWNERS

WHEREAS, the County Board has classified and appraised certain tax forfeited lands and list of said lands has been filed with the County Auditor, classification of said lands have been duly approved by the Town Boards and Municipalities and the appraised value of timber has been duly approved by the County Land Commissioner, and

WHEREAS, the County Board is by law designated with authority to provide for the sale of such tax-forfeited lands on terms included in the Notice of Sale,

NOW, THEREFORE, BE IT RESOLVED, that the Notice Of Tax-Forfeited Land Sale be given by certified mail to all adjoining landowners as provided by Minnesota Statute 282.01, subdivision 7a, that the County Auditor of Itasca County shall open sealed bids for such tracts of land for sale in the order in which they appear in said Notice of Sale at 10:00 A.M. on Monday, August 15, 2022 at the ITASCA COUNTY LAND DEPARTMENT, 1177 LA PRAIRIE AVENUE, GRAND RAPIDS, MN 55744.

TERMS OF SALE

The County Board is by law designated to provide for the sale of such land on terms and such tracts shall be sold on the following terms, to wit: The appraised value of timber products listed and 15% of the appraised value of the land must be paid on the day of the land sale, except that for tracts under $501.00, the full amount of the tract is due on the day of the sale. Any remaining balance must be paid within 30 days. No timber shall be cut, removed, or damaged until the entire purchase price for the tract is paid in full.

The land and improvements are being sold AS IS and the County makes no warranties as to the condition of any buildings, wells, septic systems, soils, roads, or any other thing on the tract. The tract is being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapters 513.52 to 513.60, and 103I.235 and any associated liabilities. No representation is made as to the condition of any structure, its fixtures or contents, or the suitability for any particular use.

All tracts of land sold hereunder shall be subject to zoning ordinances, existing easements, existing railway and highway easements, power and pipeline easements and leases, if any. Sold lands that are currently zoned "public" shall be rezoned upon sale at no cost to the purchaser.

All lands whether zoned or not zoned which do not abut a legalized highway are subject to any and all existing restrictions empowered by statute relating to the expenditure of public lands.

Any lands herein offered for sale that do not adjoin or are located on a suitable legally established and maintained public highway or road, the township wherein said lands may be located, or any other municipality, shall not for a period of five years, be obligated to the establishment, construction or additional maintenance of any public roads or the expenditure of any public funds for the benefit of the owner or occupant of any lands purchased, by reason of the ownership or occupancy of any of this land; provided further that nothing herein shall be construed to create any obligation directly or indirectly on the part of any municipality of the expenditures of any money for the benefit of said tracts after the expiration of said five year period.

Any tract of land on the list is subject to withdrawal from sale by the County Board or Land Commissioner when it appears to be in the public interest to do so.

<u>Tracts shall be sold through sealed bid. All bids must be submitted using the attached "Sealed Bid Form." The completed "Sealed Bid Form" must be submitted in a sealed envelope with the provided label affixed as the addressee and received at the ITASCA COUNTY LAND DEPARTMENT, 1177 LA PRAIRIE AVENUE, GRAND RAPIDS, MN 55744, at or before 10:00 A.M. on MONDAY AUGUST 15, 2022. Payment per these terms of sale must be enclosed in the envelope with the completed "Sealed Bid Form," in the form of a cashier's or certified check. Cash or personal checks will NOT be accepted and will result in the rejection of the bid. Payment from unsuccessful bids will be returned via certified mail. Itasca County reserves the right to reject any and all bids until the sales have closed. Successful bidders will be contacted and must sign a purchase agreement and return it to the Land Department by 4:30 p.m. on September 15, 2022. In the event of identical bids on a tract, the submitting bidders will be notified and an oral auction involving said bidders will take place at the Itasca County Land Department beginning 10:00 A.M. on August 16, 2022 in the order of the tracts in this listing.</u>

<u>Any and all tracts which received zero qualifying bids at said bid opening date and time may be purchased by a qualifying bidder at not less than the appraised price on a first come, first served basis starting at 8:00 a.m. August 16, 2022 until such time the County Board or Land Commissioner appears it to be in the public interest to withdraw from sale.</u>

Pursuant to Minnesota Statute 282.12, the State of Minnesota shall reserve all tax-forfeited minerals and mineral rights, and water power rights on tax-forfeited lands.

Pursuant to Minnesota Statute 284.28, there will be added to the sale price of any tax-forfeited land, an amount equal to three percent (3%) of the total sale price, said additional amount to be deposited to the State Treasury and credited to the tax-forfeited land assurance account.

Pursuant to Minnesota Statute 282.014, a $25.00 fee will be charged to purchasers of tax-forfeited land for issuance of the state tax deed. Minnesota Statute 282.014 further requires that all State tax deeds be recorded with the County Recorder prior to issuing the deed to the purchaser. The purchaser must pay the $46.00 recording fee. In the event of Torrens Property there may be additional recording fees.

A deed tax of $1.65 for the first $3,000.00 of the purchase price. For any purchase price over $3,000, the purchaser shall pay $1.65 per every $500.00 of the purchase price payable to the County Auditor/Treasurer.

Purchaser is required to pay a fee of $50.00 for recording the well certificate where applicable, prior to the Auditor/Treasurer delivering the deed to the purchaser.

Certain tracts of tax-forfeited land located within cities forfeited with unpaid special assessments for improvements. These special assessments were cancelled at the time of forfeiture. Upon sale of this land, the municipality may establish a re-assessment schedule for payment of a portion or all the unpaid special assessments. **Itasca County recommends that individuals check for assessments with the municipality office in which the tract is located.**

Except for land in platted subdivisions and lands conveyed for correcting legal descriptions, all deeds requested after August 1, 1991, will contain the following statement: This property is not eligible for enrollment in a state funded program providing compensation for conservation of marginal land and wetlands.

ALL SALES ARE FINAL. IN CASES OF PAYMENT DEFAULT, ITASCA COUNTY WILL RETAIN THE DOWN PAYMENT (I.E. 15% OF APPRAISED LAND VALUE, ETC.) AS PENALTY AND DAMAGES, AND WILL, AT ITS SOLE DISCRETION, DECIDE WHETHER THE TRACT(S) WILL BE RE-OFFERED TO THE NEXT HIGHEST BIDDER.

Itasca County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment and the provision of services. Prospective bidders who require special accommodations to participate in this sale should inform the Real Estate Office more than three business days before the sale. You may write to the return address shown on this notice or call telephone no. 218-327-2855 or TDD no. 218-327-2806 or 218-327-2847.

Questions regarding the sale should be directed to Itasca County Land Department, Real Estate Office, 1177 La Prairie Avenue, Grand Rapids, MN 55744 (telephone 218-327-2855).

Tax-Forfeited Land Sale to Adjoining Landowners August 15, 2022

By sealed bid

TRACT	SEC	TWP	RGE	ACRES*	LEGAL DESCRIPTION	PARCEL ID	TIMBER APPRAISED	LAND APPRAISED	TOTAL APPRAISED
A202201	13	149	29	81.96	Und 1/12 int in S1/2 NW1/4	28-013-2306/2406	$ 800.00	$ 4,800.00	$ 5,600.00
A202202	24	55	22	0.39	Pt Lot 2 (See attached) 1a	14-124-4202	$ 40.00	$ 3,400.00	$ 3,440.00
A202203	24	55	22	0.35	Pt Lot 2 (See attached) 2a	14-124-4202	$ 40.00	$ 3,400.00	$ 3,440.00
A202204**	28	54	23	0.09	Lot 33, Aud Subd 18	98-420-0330	$ -	$ 1,500.00	$ 1,500.00
A202205***	32	57	26	5.18	Lots J,K,L, Block 3 Thorpe Bros Blks 1,2,3,9	65-535-2005	$ 350.00	$ 19,000.00	$ 19,350.00
A202206	32	57	26	1.71	Lots B & C, Block 3 Thorpe Bros Blks 1,2,3,9	65-535-2005	$ 450.00	$ 3,050.00	$ 3,500.00
A202207	36	145	25	0.08	Unplatted pt E 65' of Old M & RR RY in SW SW, W of N&S Bdry of Lots 18 & 19, Block 1 SECOND ADD TO ITASCA CITY	11-236-3309 & 3310	$ -	$ 1,200.00	$ 1,200.00
A202208****	25	148	25	40.05	SW NE	22-025-1300	$ 5,400.00	$ 32,400.00	$ 37,800.00
A202209	35	148	25	38.19	NE SE	22-035-4100	$ 2,100.00	$ 26,000.00	$ 28,100.00
A202210	32	56	24	0.34	und 1/2 int in Revised Desc. 1 of SE SE (see attached)	97-032-4405		$ 1,300.00	$ 1,300.00

*Acres listed are not based on a survey and are an approximation only.

**Subject to Private Driveway

***Subject to Declaration of Covenants and Restrictions recorded as Document No. 713019 in Itasca County Recorders Office

****Subject to mineral reservations as shown on Torrens Certificate 6219 filed in the office of the Itasca County Registrar of Titles

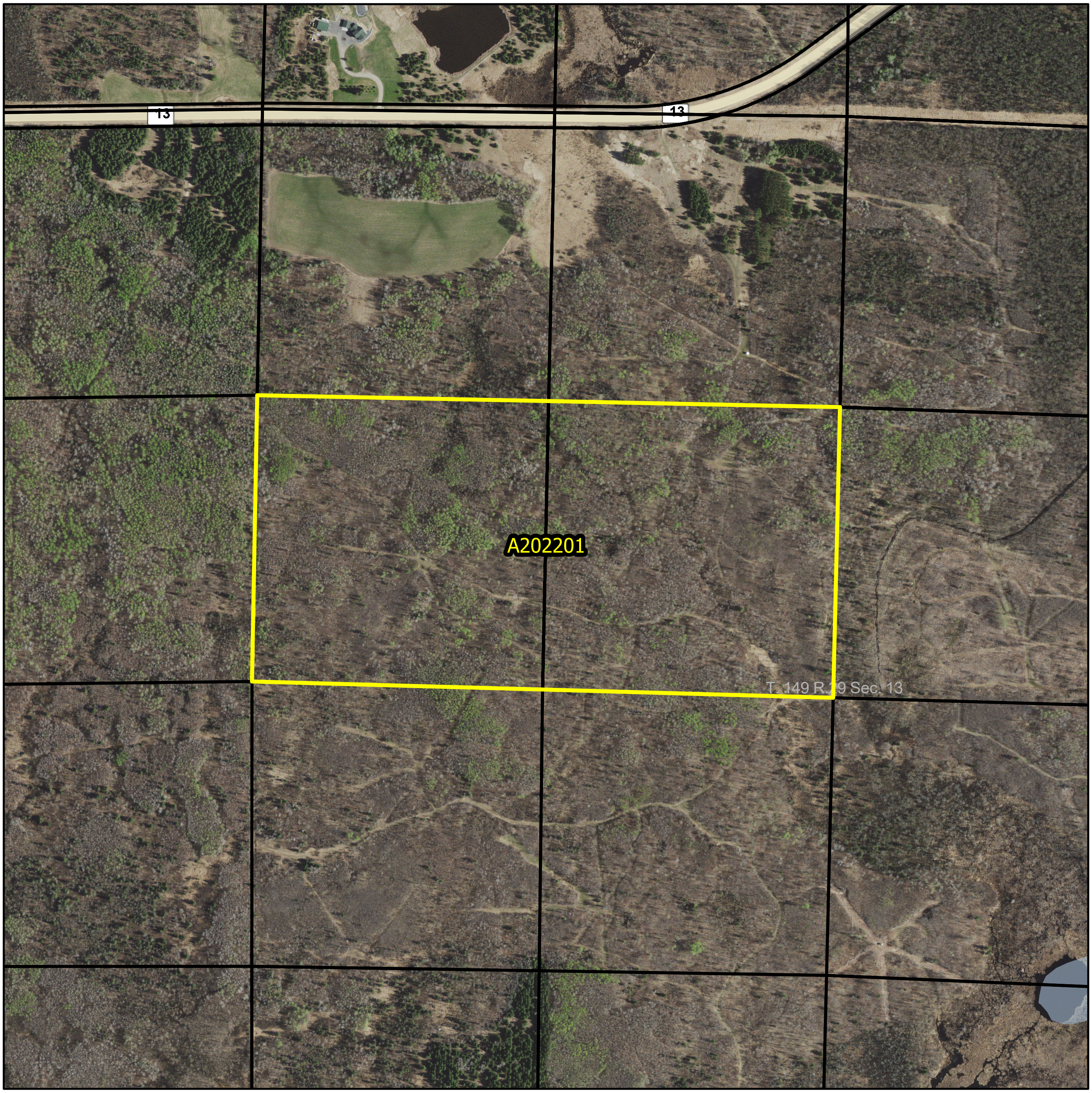
Sale Parcel **Tract: A202201** **Parcel(s): 28-013-2306** **28-013-2406**

SEC TWP RNG: 13 149 29

und 1/12 int in S1/2 NW1/4

MOOSE PARK TWP

Acres 81.96



Cartographic design work done by
Itasca County Land Department

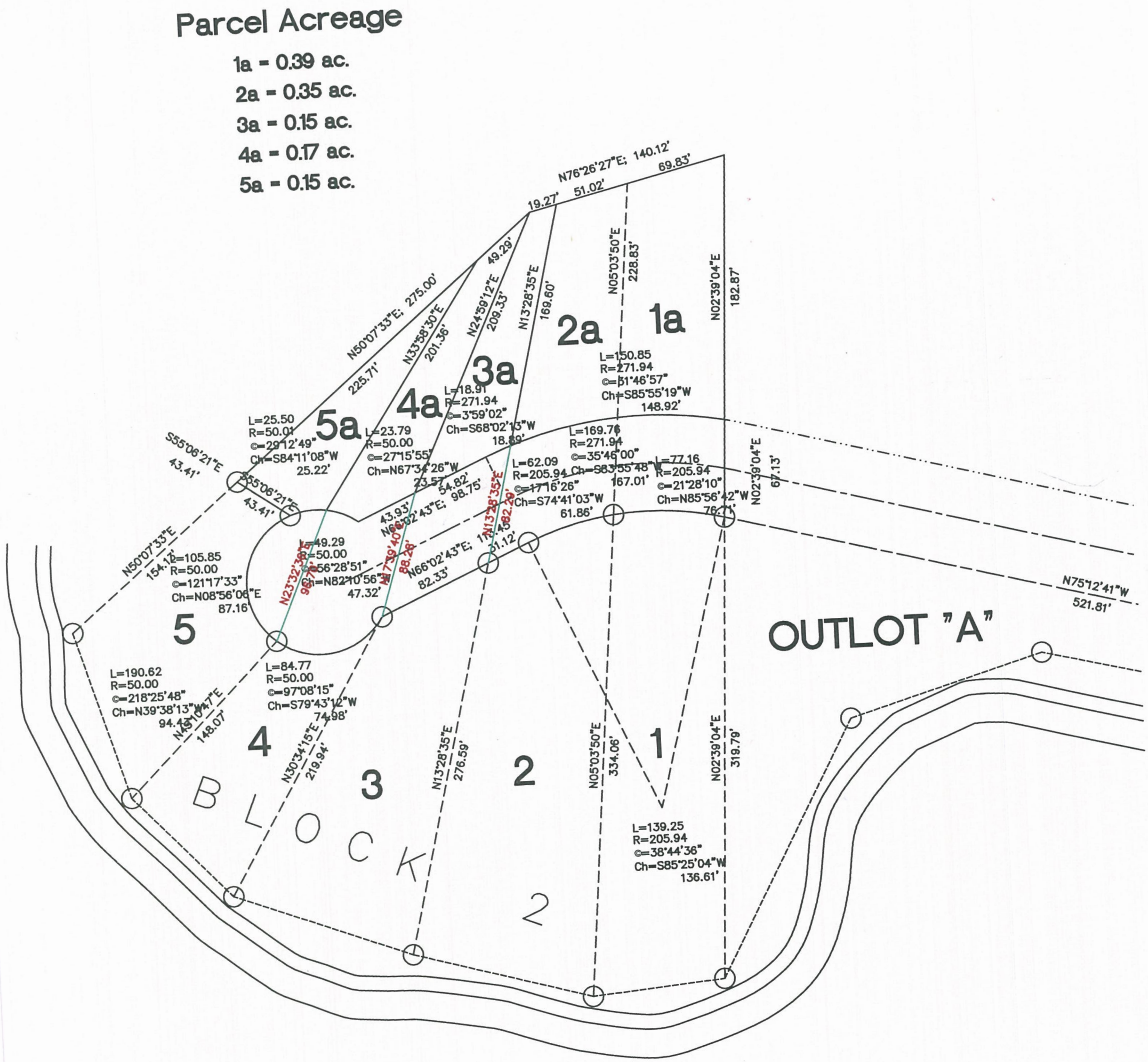
0 0.13 0.25 0.5 Miles

N W E S

Sale Parcel **Tract: A202202** **Parcel #14-124-4202**

SEC TWP RNG: 24 55 22
GOODLAND TWP
Acres 0.39

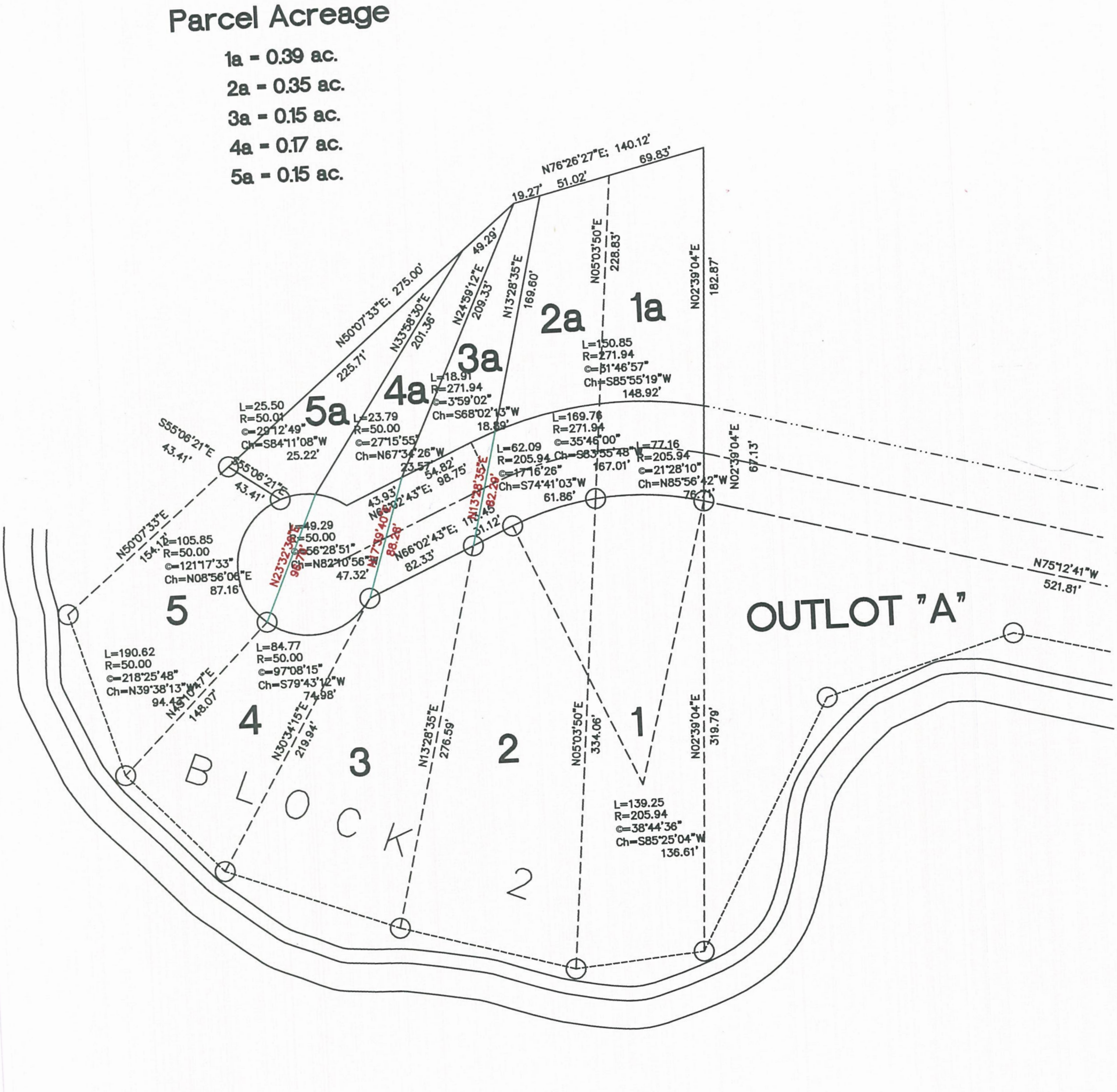
Pt Lot 2 (1a shown on map)



Sale Parcel **Tract: A202203** **Parcel #14-124-4202**

SEC TWP RNG: 24 55 22
GOODLAND TWP Acres
0.35

Pt Lot 2 (2a shown on map)



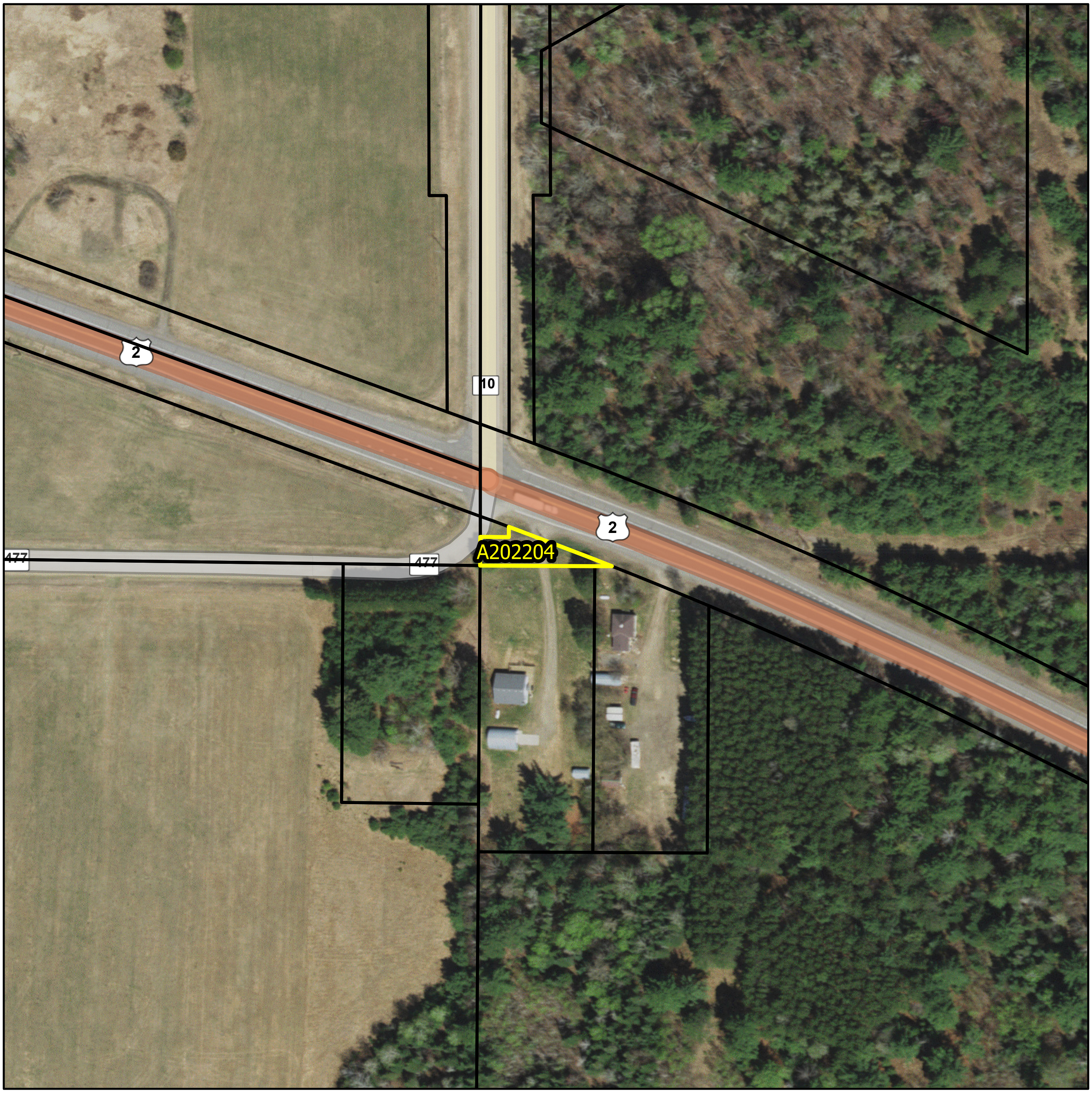
Sale Parcel **Tract: A202204** **Parcel(s): 98-420-0330**

SEC TWP RNG: 28 54 23

Lot 33, Aud Subd 18

WARBA CITY

Acres 0.09



Cartographic design work done by Itasca County Land Department

Sale Parcel **Tract: A202205** **Parcel(s): 65-535-2005**

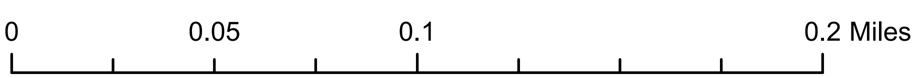
SEC TWP RNG: 32 57 26

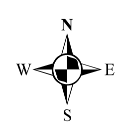
57-26 UNORG

Acres 1.62

Lots J,K,L, Block 3 Thorpe Bros Blks 1,2,3,9

Cartographic design work done by Itasca County Land Department





Sale Parcel **Tract: A202206** **Parcel(s): 65-535-2005**

SEC TWP RNG: 32 57 26

57-26 UNORG

Acres 1.72

Lots J,K,L, Block 3 Thorpe Bros Blks 1,2,3,9

Cartographic design work done by Itasca County Land Department

0 0.05 0.1 0.2 Miles

N W E S

Sale Parcel **Tract: A202207** **Parcel(s): 11-236-3309** **11-236-3310**

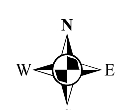
SEC TWP RNG: 36 145 25

DEER RIVER TWP

Acres 0.07

Unplatted pt E 65' of Old M & RR RY in SW SW, W of N&S Bdry of Lots 18 & 19, Block 1 SECOND ADD TO ITASCA CITY

Cartographic design work done by Itasca County Land Department



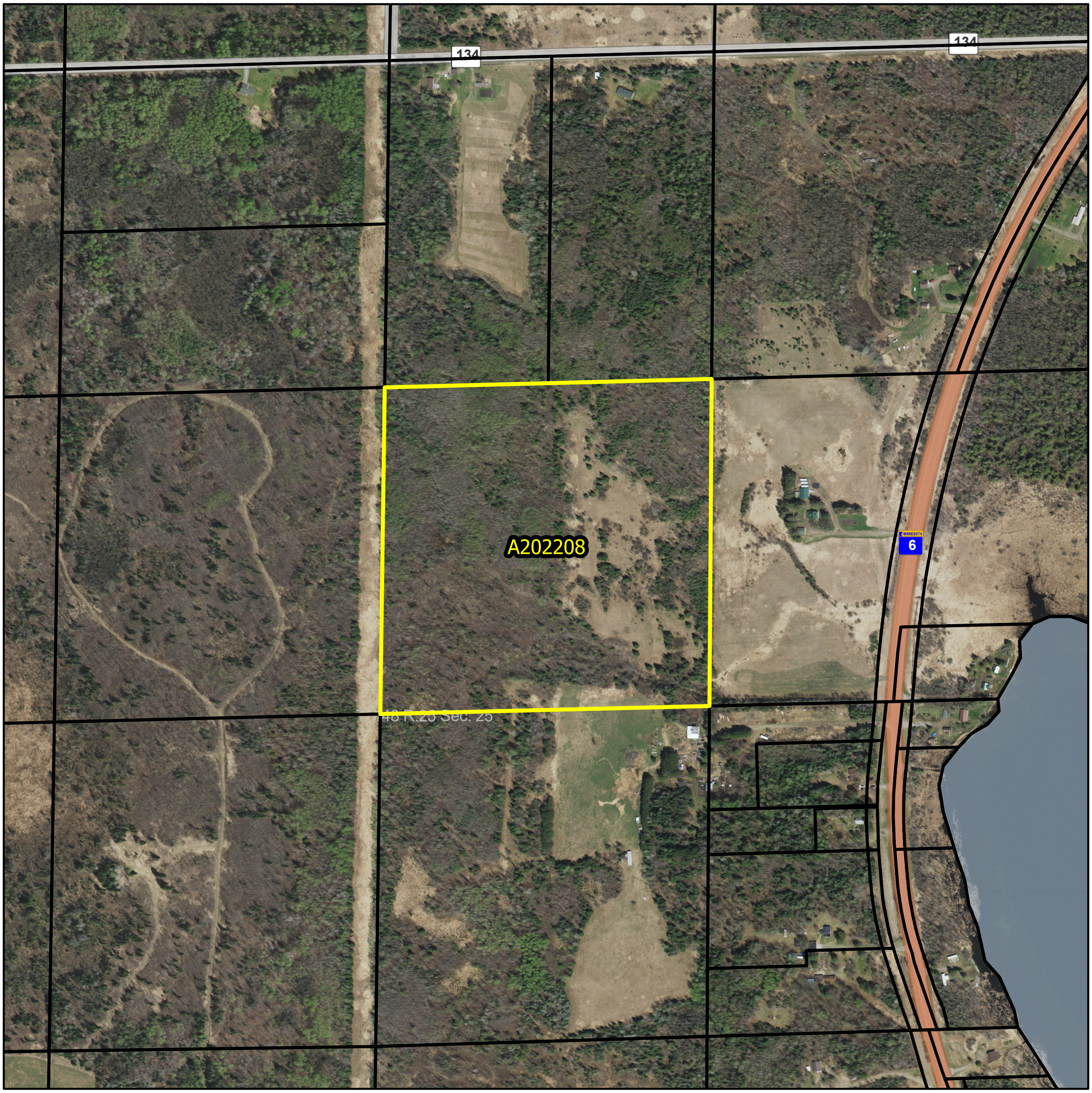
Sale Parcel **Tract: A202208** **Parcel(s): 22-025-1300**

SEC TWP RNG: 25 148 25

SW NE

LAKE JESSIE TWP

Acres 40.05



Cartographic design work done by Itasca County Land Department

0 0.1 0.2 0.4 Miles

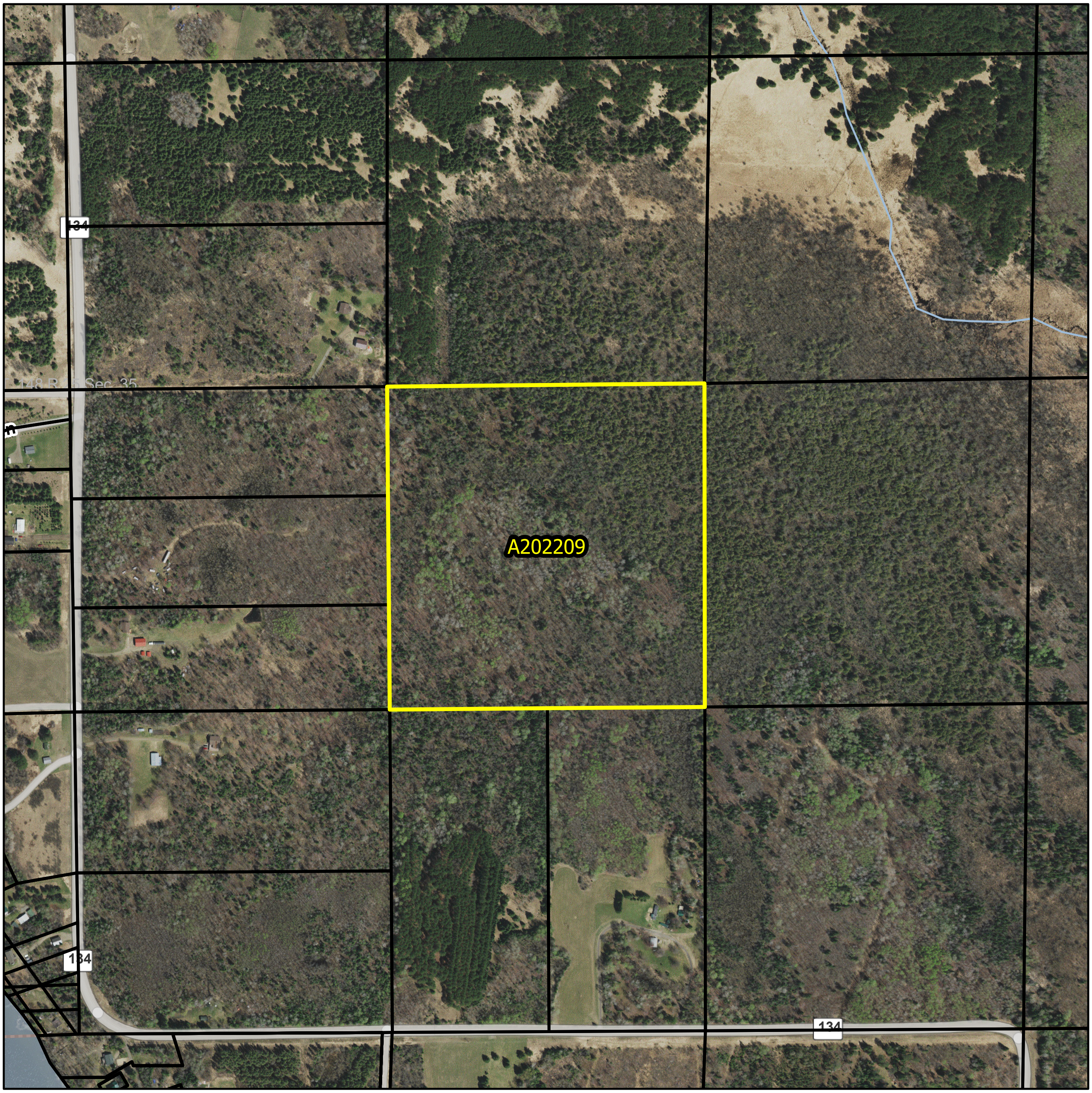
Sale Parcel **Tract: A202209** **Parcel(s): 22-035-4100**

SEC TWP RNG: 35 148 25

NE SE

LAKE JESSIE TWP

Acres 38.19



Cartographic design work done by
Itasca County Land Department

0 0.1 0.2 0.4 Miles

N W E S

Sale Parcel **Tract: A202210** **Parcel(s): 97-032-4405**

SEC TWP RNG: 32 56 24

TACONITE CITY

Acres 0.34

und 1/2 int in Revised Desc. 1 of SE SE (see attached)

Cartographic design work done by Itasca County Land Department

0 0.03 0.07 0.13 Miles

N W E S

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 12, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2051

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**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 12, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2495

DEPARTMENT: Human Resources **TIME REQUESTED:** < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Recognition of County Employees

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

BACKGROUND:

- Farewell to Maureen Kangas whose last day as Social Worker, Health & Human Services Department will be July 29, 2022 after 27+ years of service.
- Welcome new employee, Celia Copeland, Care Coordinator, IMCare Division of Health & Human Services, effective July 11, 2022.
- Welcome new employee, Lisa Kangas, Social Worker, Family Services Division of Health & Human Services, effective July 11, 2022.
- Welcome new employee, Katrina Haskins, Public Health Nurse, Health & Human Services, effective July 11, 2022.
- Congratulations to Jackson Purdie who accepted a promotion from Administrative Assistant, Land Department to Records Deputy, Sheriff's Department, effective July, 10, 2022.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 12, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2149

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Gail Guck

AGENDA ITEM:
Commissioner Warrants

BOARD ACTION REQUESTED:
Approve Commissioner Warrants with a check date of July 15, 2022, in the amount of $1,694,993.82.

BACKGROUND:
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 12, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2442

DEPARTMENT: Administrative Services **TIME REQUESTED:** 15 Minutes
PRESENTER: Brett Anderson, Brett Skyles

AGENDA ITEM:
Ecumen Grand Village Management Agreement

BOARD ACTION REQUESTED:
Approve the Ecumen Grand Village Management Agreement.

BACKGROUND:
Ecumen has provided Management Services at Grand Village for many years with very little changes to the agreement. This is an updated Agreement presented by Ecumen to continue with Management Services at Grand Village through September, 2024.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Ecumen.GV Management Agreement (FINAL - Clean 6.8.22)

06/21/2022

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

06/28/2022

RESULT:	**RECOMMENDED FOR DISCUSSION**	**NEXT: 07/05/2022 2:30 PM**

07/05/2022

RESULT:	**RECOMMENDED FOR REGULAR**	**NEXT: 07/12/2022 2:30 PM**

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

MANAGEMENT AGREEMENT

Grand Village Nursing Home

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of the ___ day of _______________, 20__ ("Effective Date"), by and between Itasca County, a political subdivision of the State of Minnesota ("Owner"), and Ecumen Services, Inc., a Minnesota business corporation ("Manager") (each a "Party" and collectively the "Parties").

RECITALS

A. Owner is the owner and licensed operator of Grand Village Nursing Home, a 119-unit skilled nursing facility project located at 923 Hale Lake Pointe, Grand Rapids, Minnesota 55744 (the "Project").

B. Manager is a subsidiary of Ecumen, a Minnesota nonprofit corporation that operates a variety of senior housing options and services. Manager is in the business of providing management and administrative services for skilled nursing facilities, independent and assisted living facilities, and senior housing programs that leverage Ecumen's and Manager's experience as well as its system-wide administrative functions, software systems and practices.

C. Owner desires to continue to ensure the provision of management services relative to the Project.

D. Owner desires to continue to engage Manager to manage the Project and Manager desires to be so engaged.

E. The Parties desire to set forth the terms and conditions under which Manager shall provide management services to Owner in connection with the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
Engagement and Services

I.1 Engagement. Owner hereby appoints Manager as the exclusive manager of the Project. The Parties agree to adhere to the responsibilities as set forth in this Agreement for the term of this Agreement. Manager hereby accepts such appointment and agrees to be so engaged. The Parties expressly agree that this Agreement shall control the Parties' relationship as of the Effective Date and that all prior Management Agreements, including but not limited to the "Second Amended Management Agreement" with effective date of October 1, 2018, are hereby terminated.

I.2 Scope of Services. Manager's regular Monthly Management Fee is intended to cover those services that are ordinary-course management services for the regular operations of the Project, using Manager's standard systems, processes, policies and procedures. Manager may agree to provide additional or customized services ("Additional Services") which will be billed hourly ("Additional Charges"). Additional Services, upon consultation and approval from Owner and with the exception of up to $2,000 in times of crisis, include those that are identified specifically in this Agreement as such, as well as other services that are outside the scope of Manager's standard services for regular operations of the Project.

I.3 Operations. Manager will perform the following operations-related services on behalf of Owner:

I.3.1 Hire and supervise a Project Administrator to provide oversight of the services provided by Manager and the overall operations of the Project. Manager shall direct the Project Administrator's performance of all duties hereunder, and shall make all hiring, training, management, performance assessment, disciplinary and other decisions relating to the Project Administrator's employment. The Project Administrator shall maintain such licenses and certifications as required by applicable state law for the Project.

I.3.2 Exercise responsibility and authority over the management of the Project, subject to the budget, and subject to other reasonable direction and decisions as provided by Owner for the operation of the Project. Periodic reporting to Owner, or its designee, will be mutually agreed upon.

I.3.3 Establish measurable quality indicators and performance standards for optimal financial and operational Project performance. Such services will include consultation and monitoring by Manager's nurse consultant in such areas as efficiency assessments of the nursing department, recommendations for staffing levels and nursing staff utilization, acting as a resource for the Project clinical director, and providing standard policies and procedures.

I.3.4 Provide periodic internal reviews and or inspections for the purpose of assessing levels of compliance with financial and operational standards.

I.3.5 Provide licensing support, assistance in preparing plans of correction, complaint investigation assistance and assistance with other regulatory compliance.

I.3.6 Conduct periodic structured reviews of the implementation of all policies and procedures of the Project.

I.3.7 Facilitate resident and staff involvement in educating state and local government entities regarding long-term care issues.

I.3.8 Encourage and assist residents of the Project in forming a resident/family council to promote their common interests, and maintain good-faith communication with such a group so that problems affecting the Project and its residents and their families may be avoided.

Crisis management and additional efforts to manage operations during a crisis are Additional Services, including, but not limited to, war, riots, acts of terrorism, acts of God, civil disturbances, natural disasters, governmentally-declared public health emergencies, and strikes.

I.4 Planning and Development. Manager will perform the following planning and development services on behalf of Owner:

I.4.1 Develop a plan for management and staffing requirements.

I.4.2 Assist in strategic planning efforts with participation and approval by Owner.

I.4.3 Participate in preliminary work relating to Project repositioning efforts, including program review, architectural and planning efforts in regard to interior and exterior repair, remodeling and/or construction projects. Project development support for significant Project repositioning or major expansion projects, including financial feasibility studies and pro formas, are considered Additional Services.

I.5 Marketing. Manager will provide marketing and communications support for the Project as follows:

I.5.1. Coordinate the development of regular public and community relations and marketing plans to support Project utilization and community support. Project management for social media, digital media, website design and updates are Additional Services.

I.5.2 Provide direction to the Project marketing staff, who will carry out marketing activities for the Project.

I.5.3 Assist owner with ordinary course, non-crisis communications. Crisis communications, strategic counsel, media relations management and document drafting are considered Additional Services.

I.5.4 Assistance with applying for private and governmental grants and soliciting charitable donations is an Additional Service.

I.6 Resident Contracts. Manager will, on behalf of Owner and as applicable, arrange for resident occupancy of the dwelling units and arrange services incident thereto, and rent the parking spaces and other rentable space for residents, subject to the following:

I.6.1 Manager will prepare a standard form resident contract that governs the occupancy of dwelling units, provision of services to the resident, and if applicable, use of parking spaces (whether treated as a contract or lease under applicable state law) (hereinafter "Resident Contracts"). The standard form of Resident Contracts and the rates charged, including rates for ancillary services, will be subject to approval by Owner, but individual Resident Contracts need not be submitted for the approval of Owner.

I.6.2 Manager will collect, deposit, and disburse security deposits, if required, in accordance with the terms of each resident's Resident Contract. Owner will determine the amount of each security deposit. Security deposits will be deposited by Manager in an interest bearing account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an agency of the United States Government approved by Owner. The account will be carried in the Project's name and designated of record as Resident Security Account.

I.6.3 The Project is offered without regard to race, color, religion, or national origin. All standards for the acceptance and rejection of prospective residents shall be applied on a uniform basis without regard to race, color, religion, or national origin and shall comply with any individual program guidelines and applicable state or local laws.

I.7 Enforcement Of Resident Contracts. Manager will secure full compliance by each resident with the terms of the resident's Resident Contract and applicable law. Voluntary compliance will be emphasized and Manager, utilizing social service resources, will counsel residents and make referrals to community agencies in cases of financial hardship or under other circumstances deemed appropriate by Manager, to the end that involuntary termination of tenancies or services may be avoided to the maximum extent, consistent with the sound management of the Project. Nevertheless, Manager may lawfully terminate any tenancy or services when, in Manager's judgment, sufficient cause (including, but not limited to, nonpayment of rent or service charges) for such termination occurs under the terms of the resident's Resident Contract. For this purpose, Manager is authorized to consult with its legal counsel, to bring actions for eviction and service termination, and to execute notices to vacate and judicial pleadings incident to such actions, and the expense of such consultation and action is a Project Cost.

I.8 Maintenance And Repair. Manager will maintain the Project in good repair in accordance with all state, federal, and municipal laws, ordinances, regulations, orders, and codes, and in a condition at all times acceptable to Owner, including, but not limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by Owner in addition to those contained herein. Incident thereto, the following provisions will apply:

I.8.1 Special attention will be given to preventive maintenance and, to the greatest extent feasible, the services of regular maintenance employees will be used.

I.8.2 Subject to Owner's prior approval, Manager will contract with qualified independent contractors for extraordinary repairs beyond the capability of regular maintenance employees and (as appropriate) for the maintenance and repair of heating, ventilation and air-conditioning systems, elevators and similar equipment and systems.

I.8.3 Manager will systematically and promptly receive and investigate all service requests from residents, take such action thereon, as may be justified, and will keep records of the same. Emergency requests will be received and serviced on a twenty-four (24) hour basis. Complaints of a serious nature will be reported to Owner after investigation.

I.8.4 Manager is authorized, as described in the budget, to purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair.

I.8.5 Notwithstanding any of the foregoing provisions, the prior written approval of Owner will be required for any expenditure which exceeds Ten Thousand and No/100 Dollars ($10,000.00) in any one instance, for labor, materials, or otherwise in connection with the maintenance and repair of the Project, except for recurring expenses within the limits of the operating budget, or emergency repairs involving manifest danger to persons or property, or required to avoid suspension of any necessary service to the Project. In the latter event, Manager will inform Owner of the facts as promptly as possible.

I.9 Utilities and Services. In accordance with the operating budget, Manager will make arrangements (as appropriate) for water, electricity, gas, fuel, oil, sewage and trash disposal, vermin extermination, decorating, laundry facilities, and telephone services. Subject to Owner's prior approval, Manager will make such contracts as may be necessary to secure such utilities and services.

I.10 Commercial Leases and Concession Agreements. If the Project includes space available for commercial leases, Manager will facilitate negotiation of such commercial leases and Owner will be responsible for the terms of such agreements and their final approval and execution.

I.11 Group Purchasing. Manager enters into purchasing arrangements with vendors and group purchasing organizations for broad-line distribution of certain food, office supplies, facility supplies, and medical supplies and equipment from time to time ("Group Purchasing Contracts"). Subject to the terms of the applicable Group Purchasing Contract, Owner may participate in one or more of such Group Purchasing Contracts if it provides written permission to Manager for each Group Purchasing Contract that Owner elects to participate in. This written approval will authorize Manager to contract for goods and services on the Owner's behalf and will to include the Owner's historical purchased volume in negotiations and/or future bids. Bid schedules will be dictated by and at the discretion of Manager and the applicable vendor. The products, services, vendors and group purchasing organizations available through Group Purchasing Contracts are subject to change and are at the sole discretion of Manager. Owner agrees to keep confidential Group Purchasing Contracts terms and prices, and any other information identified as confidential associated with such contracts. Purchases and supplies purchased through any Group Purchasing Contract are the responsibility of Owner and are Project Costs. If Manager receives any rebates associated with Owner's participation in a Group Purchasing Contract, Manager will distribute a portion of such rebate to Owner in proportion to Owner's purchasing volume leading to the applicable rebate.

I.12 Additional Services. Additional Services include those that are identified specifically in this Agreement as well as other services that are outside the scope of Manager's standard services for regular operations of the Project. Additional Services include but are not limited to:

I.12.1 Crisis communications, strategic counsel, media relations management and document drafting;

I.12.2 Project repositioning or major expansion projects, including financial feasibility studies and pro formas;

I.12.3 Project management for social media, digital media, and website design;

I.12.4 Human Resources Services such as union negotiations, employee handbook drafting or integration, access to Employee Assistance Programs, Leave of Absence administration (LOA), assistance in the coordination and development of employee benefit plans and providing consultation related to employee benefits;

I.12.5 Setup, integration and compatibility efforts for any software, systems, procedures, processes, or clock and payroll systems other than Manager's standards.

I.12.6 Financial advice and consultation services provided beyond what is identified in this Agreement.

ARTICLE II
Project Operations

II.1 Project Personnel. On-site personnel other than the Project Administrator shall be solely in Owner's employ. Owner shall have in its employ at all times a sufficient number of capable employees, including on-site personnel, to enable it to properly, adequately, safely, and economically operate, maintain, and account for the Project. Manager shall, on behalf of Owner, manage such personnel in a manner consistent with federal and state law. Consistent with budgets approved by Owner and with any existing collective bargaining agreements, Manager shall establish and implement salary levels and personnel policies established by Owner. Manager is engaged independently in the business of managing the Project on behalf of Owner. All employment arrangements are therefore solely the concern of Owner and Manager shall have no liability with respect thereto, and the Parties agree that for all purposes of this Agreement that such personnel are the employees of Owner.

II.2 Learning and Development Programs. Manager will provide access to its own training programs and arrange for access to those provided by Ecumen, for a reasonable number of the facility staff. Training topics would cover Manager's standard operating procedures and compliance topics. Additional training needs may be identified and Manager will assist in procuring training with affiliated resources. Travel costs incurred by Project personnel, including the Project Administrator, to attend staff training programs, as well as the cost of any third-party training programs, shall be a Project Cost as defined in Section III.1.

II.3 Human Resources (HR) Advice and Assistance. Manager will advise and provide assistance in the following areas:

II.3.1 Providing consultation on employment related issues, such as FLSA, FMLA, ADA, employee discipline, employee terminations, conducting investigations and various HR compliance issues.

II.3.2 Provide updates and information on current HR issues and alerts, monitor HR laws, and review employee handbooks.

II.4 Additional HR Services. Manager may provide additional Human Resources services as Additional Services, such as:

- Union negotiations
- Access to an Employee Assistance Program
- Leave of Absence (LOA) administration
- Assist in the coordination and development of employee benefit plans and provide consultation on benefits related matters

II.5 Professional Networking. Manager shall arrange for Project personnel to have access to and be included in all networking and informational opportunities provided by Manager and by Ecumen when appropriate. Travel costs incurred by Project personnel, including the Project Administrator, to attend networking and informational opportunities shall be a Project Cost, as defined in Section 3.1, below.

II.6 Licenses and Provider Agreements. Owner shall maintain all required licenses for operation of the Project including licensure as a nursing home. Owner shall be the licensed operator of the Project. Manager shall be responsible for submitting all filings and reports necessary to maintain such licensure and registration for the Project on behalf of Owner, the Project and itself, and Owner shall cooperate with Manager on such filings as necessary. Owner shall notify Manager within ten days of any change in its ownership or its management officials. If it is required that the Parties' names be listed on a license, registration, permit, admission agreement, residency agreement, or on any application therefore, such listing shall clearly reflect the respective capacities of Owner as licensed operator and Manager as manager.

II.7 Compliance with Programs. Without limiting Owner's ultimate responsibility and authority over the operations of the Project, Manager shall be responsible for compliance with all applicable regulations and program guidelines required for the leasing, management, and operation of the Project. Manager represents that Manager is generally familiar with and has previous experience in managing property governed by regulations and guidelines similar to those in effect with respect to the Project. Manager will take such actions as may be necessary to promptly remedy or contest any and all government orders or other requirements affecting the Project, whether imposed by federal, state, county, or municipal authority, subject, however, to the limitation stated with respect to repairs. Manager shall take no such action so long as Owner is contesting, or has affirmed its intention to contest, any such order or requirement. Manager will notify Owner in writing of all notices of such orders or other requirements, within seventy-two (72) hours from the time of their receipt.

ARTICLE III
Project Costs and Receipts

III.1 Project Costs. Owner shall be responsible for all costs and expenses of operating and maintaining the Project ("Project Costs") and ensuring funds are available to pay Project Costs as and when due, including but not limited to:

III.1.1 Salaries, wages, bonuses, fringe benefits, payroll taxes, employment taxes, severance related costs and insurance, including worker's compensation and related costs of Project personnel, including but not limited to the Project Administrator and on-site Project staff;

III.1.2 Travel costs incurred by Project personnel, including Project Administrator, to attend networking and leadership conferences sponsored by Manager or Ecumen, as applicable;

III.1.3 All capital and expense costs incurred for maintenance, repair, cleaning, improvement, and related work for the Project, its equipment and facilities;

III.1.4 All charges of accountants, lawyers, consultants or other outside experts retained by Owner or for the account of the Project, including but not limited to attorney's fees and other necessary costs incurred in connection with actions to enforce resident leases and in connection with regulatory compliance, financing, human resource and union negotiation matters;

III.1.5 Licenses, fees, assessments, permits, certifications, inspections, refunds, fines or penalties and other governmental requirements, and other charges in connection with the Project;

III.1.6 All costs for acquiring and maintaining IT systems and software licenses for all IT hardware and software required under Section V.1, including reimbursement to Manager for the allocable portion of license fees acquired through system-wide licenses;

III.1.7 All costs incurred for the engagement of outside vendors or parties for advertising, promotion, team member apps, creative design, printing, association dues, publications, and related expenses attributable to the Project, including the expenses of any marketing agent or consultant retained by Owner;

III.1.8 All sums payable for debt service obligations, amounts due under other financing arrangements or leases, taxes and assessments and Owner insurance policies;

III.1.9 All reasonable out-of-pocket disbursements of Manager's staff in the course of performing the services hereunder, including reasonable travel costs to attend Owner meetings and perform its obligations under the contract;

III.1.10 All costs incurred by Manager directly related to and allocable to the Project, including but not limited to the allocable portion of shared services provided by Manager for the Project such as triage nursing, coding specialists, staffing and scheduling, pharmacy consulting, and integrated claims & billing management, the cost of providing temporary coverage for key Project leadership positions when vacant, Manager's reasonable attorney fees in defending against claims asserted against Manager and/or any of its personnel relating in any way to the services provided by Manager or any of its personnel under this Agreement; and

III.1.11 The Monthly Management Fee, Additional Charges, Onboarding Fee, and, if applicable, Offboarding Fee, payable to Manager.

III.2 Manager Costs. Manager shall be responsible for its own general and administrative overhead, including the costs of its central offices, office supplies, compensation costs of its own staff (other than the Project personnel, Administrator and any other on-site staff), and general expenses incurred by Manager which are not related to, or allocable to, the Project or the services provided pursuant to this Agreement under generally accepted accounting principles.

III.3 Collection Of Rents And Other Receipts. Manager will collect, when due, all rents, charges, and other amounts receivable on Owner's account in connection with the management and operation of the Project and provision of services to residents. Such receipts (except for resident's security deposits, which will be handled as specified in Subsection I.6.2 above) will be deposited in an account, separate from all other accounts and funds, with a bank whose deposits are insured by the Federal Deposit Insurance Corporation. This account will be carried in the Project's name and designated of record as Rental Agency Account.

III.4 Disbursements From Rental Agency Account.

III.4.1 From the funds collected and deposited by Manager in the Rental Agency Account, Manager will promptly disburse when payable all sums due and payable by Owner as Project Costs (as defined above) and as authorized in the approved budget or otherwise under the terms of this Agreement, including compensation payable to Manager for its services hereunder.

III.4.2 Except for the disbursements mentioned in Subsection III.4.1 above, funds will be disbursed or transferred from the Rental Agency Account only as Owner may from time to time direct in writing.

III.4.3 In the event the balance in the Rental Agency Account is at any time insufficient to pay disbursements due and payable under Subsection III.4.1 above, Manager will inform Owner of that fact, and Owner will then remit to Manager sufficient funds to cover the deficiency. In no event will Manager be required to use its own funds to pay such disbursements.

III.5 Budgets. Manager will prepare a recommended operating budget for each year during the term of this Agreement, which will include, among other things, an annual budget for capital expenditures and dispositions described by functional purpose and specific maximum amounts. Manager will submit the same to Owner, at least thirty (30) days before the beginning of the year, and Owner shall notify Manager of any objections or changes to the recommended budget in writing within fifteen (15) days of receiving the recommended budget from Manager. Owner shall discuss any suggested changes in the budget with Manager immediately thereafter, shall carefully and reasonably consider Manager's position with regard to every element of the budget, and shall establish a final budget in writing only after such discussion and consideration. Manager shall have the right to submit written objections to the budget established by Owner, setting forth the position of Manager concerning which Project goals or standards will be jeopardized by the budget that is established, but Owner will retain and exercise ultimate control over the budget. Manager will keep Owner informed of any anticipated deviation from the receipts or disbursements stated in the approved budget.

III.6 Records and Reports. Manager will have the following responsibilities with respect to records and reports:

III.6.1 Establish and maintain a comprehensive system of records, books, and accounts in a manner satisfactory to Owner and consistent with Manager's standard financial and statistical reporting package. As allowed by law, all records, books, and accounts will be subject to examination at reasonable hours by any authorized representative of Owner.

III.6.2 Prepare a monthly financial report, comparing actual and budgeted figures for receipts and disbursements, and will submit each such report to Owner within thirty (30) days after the end of the month covered.

III.6.3 Furnish such information (including occupancy reports) as may be requested by Owner from time to time, with respect to the financial, physical, or operational condition of the Project.

III.6.4 Prepare documents for compliance with licensing requirements and to comply with regulatory agency requests and requirements.

III.6.5 Provide Ecumen standard statistical reports, analyses, and executive-level reports.

III.6.6 Assist with Owner's annual external financial audit with respect to the Project.

III.7 Payroll Processing. Manager will provide payroll processing for Project personnel. Payroll processing includes automatic payroll check calculations, automatic direct deposit, time accrual set up, deduction reports, tax calculations, tax deposits (state, federal and unemployment), quarterly tax filings, year-end W-2's, annual payroll tax filings, direct payment and transfers for employee deduction for pension, credit union, insurance, etc., payroll to General Ledger interface, and standard biweekly reports. Owner shall use Manager's standard clock and payroll systems; if Owner uses a different system for these functions, setup and compatibility efforts are Additional Services. The procedures for payroll processing are further described in Exhibit B.

III.8 Accounts Payable Processing. Manager will provide weekly payment processing of vendor payments. The Project Administrator is responsible for ensuring that vendor payments submitted for payment have been authorized and approved. The procedures for accounts payable processing are further described in Exhibit B.

III.9 Refinancing. Assistance with arranging refinancing of Owner's existing debt is an Additional Service.

ARTICLE IV
Owner Responsibilities

IV.1 Owner Responsibilities. Owner will:

IV.1.1 Retain and exercise overall authority and responsibility for the operation of the Project. Notwithstanding anything herein to the contrary, Owner and Manager agree that Owner shall at all times monitor and exercise control over the affairs of the Project as required under federal, state and local laws and applicable accreditation requirements. Nothing in this Agreement is intended to alter, weaken, displace or modify the responsibility of Owner.

IV.1.2 Furnish Manager with a complete set of plans and specifications for the Project and copies of all guaranties and warranties pertinent to construction, fixtures, and equipment, as soon as possible. With the aid of this information, and through inspection by competent personnel, Manager will thoroughly familiarize itself with the character, location, construction, layout, plan and operation of the Project, and especially (as appropriate) the electrical, heating, plumbing, air-conditioning and ventilating systems, elevators, and all other mechanical equipment.

IV.1.3 Respond in a timely fashion to and cooperate reasonably with management recommendations of Manager.

IV.1.4 Take such actions as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Project, whether imposed by federal, state, county, or municipal authority.

IV.1.5 At all times Owner is solely responsible to comply with all tax and charitable donation requirements, as applicable.

IV.1.6 Obtain and maintain during the life of this Agreement all insurance coverage required in Section VIII.1.

IV.1.7 Establish a lead contact person who will be responsible for Owner's oversight and control of the Project who will communicate with Manager about significant changes, budgetary variances, or emergencies. The lead contact person will inform all other Owner representatives and interested persons of significant decisions. Manager and Owner's executive team will meet as needed but no less often than quarterly.

IV.1.8 Provide a standby letter of credit in favor of Manager for an amount equal to 45 days cash on hand for the Project. Owner represents that the Project is financially solvent and supported by and through Itasca County. Owner shall immediately report to Manager any circumstances where Itasca County has identified or is aware of circumstances that threaten the financial viability of the project for more than 60 days.

IV.1.9 Use Manager's standard software systems (as detailed in Article V below) and administrative systems, procedures and processes for functions within Manager's scope of services. If Owner elects to use software, systems, procedures and processes other than Manager’s standards, Manager must agree and Manager’s efforts to customize and integrate systems, and operate these custom systems, will be Additional Services. If such customization is agreed to, Owner must provide Manager and Project personnel access to its software and systems and technology administration and support.

ARTICLE V
Information Technology

V.1 Owner’s Responsibilities. With respect to information systems and technology, Owner will:

V.1.1 Provide compatible information systems to integrate with Manager’s information systems.

V.1.2 Establish and maintain a high speed internet connection.

V.1.3 Comply with Manager’s established IS standards related to security policies, anti-virus protection, equipment standards, and LAN (Local Area Network) and VPN (Virtual Private Network).

V.1.4 Adopt Manager’s standard software systems, including but not limited to: timekeeping, billing, electronic health record, learning management system, resident/family satisfaction software, preventative maintenance software, employee APP, human resources information system (HRIS), employee onboarding and training tools, email and document software.

V.1.5 Assign technology operations and support duties to a staff member to serve as primary contact with Manager’s IS staff and local vendors.

V.2 Manager’s Responsibilities. With respect to information systems and technology, Manager will:

V.2.1 Provide Project personnel access to that software and systems necessary to perform their job functions, and associated administration troubleshooting and support.

V.2.2 Provide periodic opportunities for Owner’s technology and operations support staff and user training.

V.2.3 Provide access to technical assistance telephone support through Manager’s third-party contracted 24/7 support.

V.2.4 Establish standards for security and network services.

ARTICLE VI
Term and Termination

VI.1 Term of Agreement. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the "Initial Term").

VI.2 Automatic Renewal. This Agreement will automatically renew for additional one (1) year terms (each, a "Renewal Term") unless either Party notifies the other not less than ninety (90) days in advance of such Renewal Term of the Party's intent to not renew, or unless otherwise terminated as provided for in Section VI.3 of this Agreement. If this Agreement is terminated during the course of any one (1) year Renewal Term, the Parties may only enter into a new agreement for the same or similar services during such term if the financial terms do not vary from this Agreement.

VI.3 Termination. This Agreement may be terminated as follows:

VI.3.1 Without Cause. This Agreement may be terminated by either Party for any reason or no reason upon one hundred twenty (120) days written notice to the other Party.

VI.3.2 With Cause. This Agreement may be terminated by either Party with cause upon default by the other Party under any material term of this Agreement and failure to cure such default within thirty (30) days after receipt of written notice specifying the precise nature of such default. Upon failure to cure such default, the Agreement will be deemed terminated without further action.

VI.3.3 Fire or Casualty. This Agreement shall automatically terminate as of the date upon which any substantial portion of the Project is destroyed by fire or other casualty and is not rebuilt by Owner, or if any substantial portion of the Project is taken by governmental authority under the exercise of eminent domain. Upon such termination, all accrued unpaid fees (including without limitation Monthly Management Fees and Additional Charges) will be immediately due and payable.

VI.3.4 Failure to Pay Fees. This Agreement may be terminated by Manager upon thirty (30) days written notice to Owner in the event that any Onboarding Fee, Monthly Management Fee, or Additional Charge is not paid in accordance with the terms of this Agreement.

VI.3.5 Mutual Agreement. This Agreement may be terminated by mutual agreement of the Parties within ninety (90) days of which the Parties enter into such written agreement.

VI.3.6 Non-Renewal. This Agreement may be terminated by either Party with notice to the other in advance of any Renewal Term as set forth in Section VI.2.

VI.3.7 Renewal Term Management Fee. This Agreement may be terminated if the Parties are unable to reach agreement on the Monthly Management Fee for a Renewal Term as set forth in Section VI.2.

VI.3.8 Merger or Sale. This Agreement may be terminated by Manager upon sixty (60) days written notice in the event of the merger of Owner with another organization or upon the sale of substantially all of Owner's assets to another organization.

VI.3.9 Bankruptcy, Insolvency or Dissolution. This Agreement may be terminated by either Party upon the bankruptcy, insolvency or dissolution of Manager or Owner.

VI.3.10 Misconduct. This Agreement may be terminated by Owner upon thirty (30) days written notice in the event of any theft, embezzlement, defalcation, fraud, intentional property damage, or similar act or omission on the part of any officer, employee, agent, or contractor of Manager.

VI.3.11 Insurance. This Agreement may be terminated by either Party upon thirty (30) days written notice if either Party fails to maintain insurance as required under this Agreement.

VI.3.12 Change in Law. In the event any provision of this Agreement is in conflict with current or subsequent state or federal law, the Parties agree to negotiate in good faith to amend this Agreement to comply with the law. In the event the Parties are unable to reach agreement through negotiations within ninety (90) days of becoming aware of a conflict between the terms of this Agreement and state or federal law, either Party may terminate this Agreement effective immediately upon notice in writing to the other Party.

VI.4 Remedies Available. Upon the occurrence of any of the above grounds for Termination, the terminating Party may take any one or more of the following actions:

VI.4.1 bring any action at law or in equity for damages, equitable relief, or any other remedy; or

VI.4.2 terminate this Agreement; or

VI.4.3 If Owner elects to sell the Project it shall immediately notify Manager. The Parties mutually agree and acknowledge that Owner shall be required to pursue any sale of the Project pursuant to Minnesota law.

VI.5 Effect of Termination. In the event Owner terminates or does not renew the Agreement under the circumstances specified in Section VII.2, a one-time Offboarding Fee shall apply as provided in Section VII.4. Termination of this Agreement by either Party shall not affect or impair any rights or obligations that have accrued prior to the effective date of termination. Neither Party, by electing to terminate, shall be deemed to have elected a remedy or waived any cause of action for damages or other relief. Within a reasonable time after termination, the Parties shall account to each other with respect to all matters outstanding on the date of termination, shall satisfy and adjust all payments, allocations, and obligations owing between them, and shall deliver to the other Party all records, papers, and property of each other in their possession.

ARTICLE VII
Compensation and Terms of Payment

VII.1 Fee Structure. Fees payable to Manager include an Onboarding Fee if applicable, a Monthly Management Fee, Additional Charges, if applicable, and an Offboarding Fee in certain circumstances, as further detailed below. These fees are in addition to the reimbursable costs of Manager that are included in Project Costs

VII.2 Monthly Management Fee. Owner will pay Manager a Monthly Management Fee pursuant to the following schedule:

Oct. 1, 2021- Sept. 30, 2022 $35,416.67 per month, which is equal to $425,000 per year, provided however for the first year Manager will provide the Owner with a credit of $25,000, making the total payment for the first year $400,000.

Oct. 1, 2022- Sept. 30, 2023 To be determined by the parties prior to August 1, 2022, such monthly fee increase shall be no less than 1.5% of the prior year and no more than 5% of the prior year.

Oct. 1, 2023- Sept. 30, 2024 To be determined by the parties prior to August 1, 2023, such monthly fee increase shall be no less than 2.5% of the prior year and no more than 5% of the prior year.

All Renewal Terms To be determined by the parties prior to August 1 of the effective calendar year; such monthly fee increase shall be no less than 2.5% of the prior year and no more than 5% of the prior year.

VII.3 Additional Charges. The hourly rate for Additional Services is $250 per hour except for crisis management services for which the rate is $350 per hour, in addition to the Monthly Management Fee.

VII.4 One-Time Offboarding Fee. If Owner (a) terminates this Agreement without cause pursuant to Section VI.3.1; or (b) elects not to renew this Agreement pursuant to Section VI.3.6, Owner will pay Manager a one-time offboarding fee of $10,000 (the "Offboarding Fee") to be paid in equal installments over the last three (3) months of the Agreement in addition to the Monthly Management Fee. If Management terms without cause, the offboarding fee does not apply.

VII.5 Payment Schedule. Manager will invoice Owner for all charges and expenses on or before the last day of each month. Owner shall submit payment to Manager no later than the last day of the following month.

By way of example only, services provided in May will be invoiced no later than the last day of June and payment will be due no later than the last day of July.

If Owner fails to make any payment when due then, in addition to all other remedies that may be available to Manager, Manager may charge interest on the past due amount at a rate of one and one-half percent (1.5%) calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

VII.6 Annual Adjustments. In advance of the expiration of the Initial Term and each year thereafter in advance of the Renewal Term, Manager will provide Owner a notice of the proposed rates for all fees for the next Renewal Term, and if Owner does not object within thirty (30) days of the date of such notice, the rates will be deemed accepted and this Agreement will be deemed amended accordingly. If necessary, the Parties will negotiate payment rates in good faith to ensure that they remain at fair market value. If Owner and Manager are unable to agree on an updated payment rate within thirty (30) days of commencing negotiations, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. These rates may be modified no more than once every twelve (12) months by the written agreement of the Parties.

VII.7 Fair Market Value. The amount of or formulas for Manager's compensation and reimbursement may be adjusted to the extent necessary (if at all) in the opinion of Lathrop GPM LLP, Minneapolis, Minnesota or other nationally recognized bond counsel to comply (as applicable) with (1) U.S. Department of Treasury Revenue Procedure 2017-13 or otherwise to avoid potential loss of characterization of interest on any debt obligations of Owner as exempt from federal income tax; or (2) certifications to and agreements made with the U.S. Department of Housing and Urban Development regarding management of the Project. Such adjustment shall be in writing and shall be deemed to be an amendment to this Agreement. These fees reflect fair market value rates and reasonable compensation arrived at through arm's length negotiations between the Parties, and the volume of services does not exceed that which is reasonably necessary to accomplish the commercially reasonable purposes of this Agreement. These fees are not intended to relate to and do not, in fact, reflect the volume or value of referrals, if any, between the Parties.

ARTICLE VIII
Insurance and Indemnification

VIII.1 Owner's Insurance.

VIII.1.1 Owner shall obtain and maintain in full force and effect at all times during the term of this Agreement and at Owner's cost, the following insurance coverages or comparable program(s) of self-insurance:

VIII.1.1.1 physical damage (e.g., basic causes of loss form, fire and extended coverage endorsement, boiler and machinery, electronic data, etc.) including endorsements for employee crime and a minimum of one year loss of income (Business Interruption);

VIII.1.1.2 commercial general liability against liability for loss, damage, or injury to person or property which might arise out of the use, occupancy, management, operation or maintenance of the Project with minimum limits of $1,500,000 per occurrence and $3,000,000 general aggregate;

VIII.1.1.3 automobile liability insurance (including hired and non-owned auto liability) of $1,500,000 each accident limit, if applicable for the Project;

VIII.1.1.4 directors and officers liability (if applicable) with minimum limits of $1,500,000 per claim;

VIII.1.1.5 data breach/cyber liability with minimum limits of $1,500,000 per claim;

VIII.1.1.6 unemployment compensation, workers' compensation coverage and employer's liability insurance for its employees which shall meet all applicable state requirements;

VIII.1.1.7 professional liability coverage with minimum limits of $1,500,000 per claim and $3,000,000 general aggregate;

VIII.1.1.8 employment practices liability insurance with minimum limits of $1,500,000 per claim;

VIII.1.1.9 fiduciary liability coverage for employee benefit plans, as applicable; and

VIII.1.1.10 an umbrella policy with minimum limits of $2,000,000.

VIII.1.2 Manager will be named as an additional insured on Owner's commercial general and professional liability insurance policies with respect to the Project. Such insurance policies shall also contain endorsements which reflect the primary liability of Owner's insurance carriers for all covered losses excluding those for unemployment compensation and workers' compensation for the Project Administrator, notwithstanding any other insurance which may be maintained by Manager. Owner shall include in its physical damage insurance policy covering the Project and Owner's personal property, fixtures, and equipment located thereon, and Manager shall include in any physical damage insurance policies maintained by Manager covering Manager's furniture, furnishings, or fixtures situated at the Project, appropriate clauses pursuant to which the respective insurance carriers shall waive all rights of subrogation with respect to losses payable under such policies. Owner shall defend, indemnify, and hold and save Manager harmless from any liability on account of loss, damage, or injury covered by Owner's insurance, or resulting from the failure of Owner to obtain and maintain all required coverages as required in this Section VIII.1.

VIII.1.3 Manager agrees:

VIII.1.3.1 to take no action which might bar Owner from obtaining protection afforded by any policy of Owner or which might prejudice Owner in its defense to a claim based on such loss, damage, or injury; and

VIII.1.3.2 that Owner shall have the exclusive right, at its option, to conduct the defense to any claim, demand, or suit within limits prescribed by the policy or policies of insurance; provided, however, that Manager and its affiliates shall be included in any release entered into by Owner related to such a claim, demand or suit.

VIII.1.4 The coverages required in this Section VIII.1 shall not be terminable or non-renewable except upon thirty (30) days prior written notice to Manager. Manager shall furnish whatever information is requested by Owner for the purpose of establishing the placement of insurance coverages and shall aid and cooperate in every reasonable way with respect to such insurance and any loss thereunder. Owner shall provide evidence to Manager of the insurance coverages required herein and copies of the endorsements naming Manager as an additional insured.

VIII.2 Manager's Insurance. Manager shall carry workers' compensation and employer's liability for its employees and commercial general liability insurance in an amount not less than $1,500,000 per occurrence and $3,000,000 general aggregate limit, or a comparable program of self-insurance. All liability policies will not be canceled, amended or not renewed except on thirty (30) days prior written notice to Owner. Owner agrees to aid and cooperate in every reasonable way with respect to such insurance and any loss thereunder if necessary.

VIII.3 Mutual Obligations. Each Party will authorize its insurance carrier to issue to the other Party a certificate of insurance upon the other Party's request. Each Party will notify the other no later than ten (10) days of any actual or threatened claim, action, or proceeding related to activities undertaken pursuant to this Agreement and will cooperate in all respects with the other Party in the defense of any such claim, action, or proceeding. Each Party will provide the other with notice within ten (10) days of any cancellation, termination or material alteration of any such insurance policies. Prior to the expiration or cancellation of any such policies, that Party will secure replacement of such insurance coverage upon the same terms and will furnish the other Party with a certificate of insurance. Failure of such Party to secure replacement coverage in the event of such cancellation, termination or material alteration of any such insurance policies will be a default hereunder, and the other Party will have the option to terminate this Agreement pursuant to Section VI.3.

VIII.4 Cooperation. Should any claims, demands, suits, or other legal proceedings be made or instituted by any person (other than Manager) against Owner which arise out of any of the matters relating to this Agreement, Manager shall give Owner all pertinent information and reasonably cooperate (at no cost or expense to Manager) in the defense or other disposition thereof. Should any claims, demands, suits, or other legal proceedings be made or instituted by any person (other than Owner) against Manager which arise out of any of the matters relating to this Agreement, Owner shall give Manager all pertinent information and shall reasonably cooperate (at no cost or expense to Owner) in the defense or other disposition thereof.

VIII.5 Mutual Indemnification. Each Party (the "Indemnifying Party") will indemnify, defend and hold harmless the other Party, any related entities, and each of their directors, officers, and employees from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, costs and expenses, including but not limited to, reasonable attorneys' fees, costs and interest, asserted against, imposed upon or incurred by the other Party that arises out of, or in connection with, the Indemnifying Party's default under or failure to perform any contractual or other obligations or undertaking under this Agreement, or the malpractice or negligence of the Indemnifying Party or its employees, agents or representatives in the discharge of its professional responsibilities, or any other negligent act or omission to act of the Indemnifying Party, its directors, officers, employees, agents or representatives arising under this Agreement.

ARTICLE IX
Miscellaneous

IX.1 Arbitration. Except as provided herein with respect to injunctive relief, any dispute between the Parties arising under, or out of, or in connection with or in relation to this Agreement must be submitted to binding arbitration under the authority of the Federal Arbitration Act, and will be arbitrated in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration will take place before a single arbitrator in the County of Itasca, Minnesota, or at such other place as is mutually agreed to by the Parties. If the Parties cannot mutually select an arbitrator, the selection process will be governed by the AAA rules. The arbitrator shall be bound by judicial principles and must apply principles of law. If a Party has a claim for injunctive relief, the Party may apply for such relief to the state or federal courts in the County of Itasca, State of Minnesota.

IX.2 Relationship of the Parties. The relationship between the Parties hereto shall be solely that of independent contractors. This Agreement shall not be deemed or construed as a lease, a partnership, or a joint venture. Manager shall have no authority to bind Owner to any obligations and shall not be liable for any obligations of Owner, except to the extent specifically stated herein. Manager has no role or relationship with Owner that would substantially limit Owner's ability to exercise its rights under this Agreement.

IX.3 Assignment and Delegation by Manager. Manager shall not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Owner, except that Manager may at its discretion and with notice to Owner assign its rights and obligations under this Agreement to Ecumen or another affiliate of Ecumen of which Ecumen is the sole owner, member, or shareholder. Owner acknowledges and accepts that Manager obtains from Ecumen all of its personnel, including the Project Manager, as well as its central office administrative support.

IX.4 Books of Accounts. It is hereby agreed that Manager, on behalf of the Owner, shall maintain adequate and separate books and records for the Project, the entries to which shall be supported by sufficient documentation to ascertain that said entries are properly and accurately recorded. Manager shall ensure commercially reasonable control over theft, error, or fraudulent activity on the part of Manager's employees or agents.

IX.5 Access to Records. The books, records, files, documents, and other materials prepared or obtained by Manager for the Project, or copies thereof, shall be available to Owner, its agents, attorneys, and accountants, during normal business hours and upon reasonable advance notice.

Manager shall also promptly respond to all questions or requests for information from Owner with respect to such records (subject to any limitations required by applicable law).

IX.6 Non-Solicitation: Owner hereby agrees, except with Manager's prior written consent to be granted or withheld in Manager's sole discretion, not to solicit or entice directly or indirectly, during the term of this Agreement and for a period of two (2) years after the termination hereof, any director, officer, employee, agent, or consultant of Manager, Ecumen or another affiliate of Ecumen (collectively, an "Ecumen Employer") to leave the employment or other relationship with the applicable Ecumen Employer. Should Owner solicit any director, officer, employee, agent, or consultant of an Ecumen Employer in violation of this Agreement and any director, officer, employee, agent, or consultant leaves the employment or other relationship with an Ecumen Employer because of such said solicitation, then Owner agrees to pay Manager as a penalty an amount equal to twice Manager's annual compensation under this Agreement based on the most recent year's annual compensation.

IX.7 Notices. Any notices, demands, or consents required or permitted to be given by either Party hereunder shall be in writing and shall be deemed validly given or delivered on the date of personal service or on the third (3rd) day after deposited in the United States mail, certified or registered, postage prepaid and properly addressed, return receipt requested, or by recognized overnight courier, next day delivery, charges prepaid, to the Parties at their respective addresses set forth below, or to such other addresses as either Party may designate by notice to the other Party given in the same manner:

If to Owner: ______________________________
____
____
____

If to Manager: Ecumen Services, Inc.
Attn: Chief Executive Officer
3530 Lexington Avenue North
Shoreview, Minnesota 55126

IX.8 Waiver. The failure of either Party at any time to enforce its rights hereunder shall not affect or impair that Party's right to exercise said rights thereafter. No delay on the part of either Party in the exercise of any right, power, or remedy shall exist or be effective unless such waiver is made in writing and signed by the Party to be bound thereby. All rights and remedies under this Agreement shall be cumulative. The exercise of any right, power, or remedy hereunder or under applicable law shall not be deemed an election of remedies or waiver of any other right.

IX.9 Construction. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The singular and plural shall each include the other, and this Agreement shall be read accordingly when required by the facts. Any reference to any federal, state, local, or foreign statute or law shall be deemed as so to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

IX.10 No Third-Party Benefits. Nothing expressed or implied in this Agreement shall be construed to convey any legal or equitable rights, benefits, remedies, or claims upon any person other than the Parties hereto; this Agreement is intended for the sole and exclusive benefit of Owner and Manager.

IX.11 Severability. If any term, condition, covenant, or provision of this Agreement, for any reason and to any extent, shall be or be declared or determined to be invalid or unenforceable, then such term, condition, covenant, or provision shall be severed from this Agreement and nothing contained in such term, condition, covenant, or provision and nothing in the application of such term, condition, covenant, or provision to other terms, conditions, covenants, provisions, persons, or circumstances shall in any way affect any other part of this Agreement, all of which shall be enforceable to the maximum extent permitted by law; provided, however, that no provision shall be severable if such severability causes this Agreement to be in violation of Rev. Proc. 2017-13 or otherwise contrary to Owner's financing requirements.

IX.12 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to conflict of law principles.

IX.13 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes and takes the place of any and all prior agreements, written or oral. This Agreement specifically replaces and supersedes any and all prior agreements between the Parties related to Manager's management of the Project.

IX.14 Amendments. No amendment or modification to this Agreement shall be effective unless in writing and signed by both Parties.

IX.15 Binding Effect. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns, including without limitation any purchaser or transferee of the Project or its assets.

IX.16 Headings. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IX.17 Medical Data Privacy and Security. By execution of this Agreement, Owner and Manager agree to abide by the terms of the Business Associate Provisions regarding Medical Data Privacy and Security, as provided at Exhibit A, the terms of which are hereby incorporated into and become effective with execution of this Agreement.

IX.18 Confidentiality. Each party acknowledges that it has been and will be privy to certain Confidential Information of the other parties in connection with the negotiation, execution and implementation of this Agreement.

IX.18.1 Definitions. For purposes of this Section IX.18 the following definitions apply:

"Confidential Information" means all information of the parties, in any form whatsoever, including, but not limited to the following: all patient records and other patient information; all ideas, protocols, formats, policies, processes, work sheets, manuals; test reports, products and product developments; lists of patients, clients, customers, contractors, providers and referral sources; beneficiary, subscriber, enrollee or client lists; enrollment materials and enrollee identification materials; provider agreements, group or member contracts and administrative services agreements; provider education materials, quality assurance manuals, credentialing materials, cost of service materials and utilization management materials; methods, techniques, business property, systems, marketing and advertising concepts and materials, and contractual and financial information; computer programs, software, hardware equipment and electronic data bases, claim reports and formats; management information reports and formats, billing reports, formats and methods; documentation, books, agreements, records, data and the like; and any materials labeled "Confidential" by a party; any of which have been or may be disclosed to the other party in the course of the parties' dealings.

"Discloser" means the discloser of Confidential Information hereunder. Any of the parties may be considered a Discloser hereunder.

"Recipient" means the recipient of Confidential Information hereunder. Any of the parties may be considered a Recipient hereunder.

IX.18.2 Use of Confidential Information. A Recipient shall not use (or permit to be used) any Confidential Information for the benefit of any person, or private or public entity, other than the Discloser, or in any manner contrary to the best interests of the Discloser (as determined by the Discloser). A Recipient may use Confidential Information only in connection with its obligations hereunder and under the related agreements. A Recipient may not develop, improve or market any product or service that uses the Confidential Information without first receiving the Discloser's express prior written consent to do so.

IX.18.3 Disclosure of Confidential Information. A Recipient shall not at any time disclose (or permit to be disclosed) any Confidential Information to any person, public or private entity or competitor of Discloser, actual or possible, whether disclosed to Recipient by Discloser or any other person or entity except: (i) to the Recipient's employees, officers, attorneys or consultants on a need-to-know basis, provided that if disclosure is to a non-employed agent of Recipient, Recipient must first obtain a written confidentiality agreement signed by Recipient and such third party that contains terms and conditions no less restrictive than the terms of this Section IX.18; (ii) to the extent disclosure is required by law pursuant to a duly-issued order of a court or agency of competent jurisdiction, provided that any party so disclosing shall inform the Discloser of such order prior to disclosure; (iii) to the extent required by law or sound medical practice or to ensure patient safety; or (iv) to the extent any such Confidential Information is already in the public domain through no fault of the Recipient.

IX.18.4 Protection of Confidential Information. A Recipient shall protect (and shall cause to be protected) the confidentiality of Confidential Information in the same manner that it protects the confidentiality of its own proprietary and/or confidential information.

IX.18.5 Injunctive Relief. The Parties acknowledge and agree that the breach of this Section IX.18 by a Party shall result in irreparable harm to the other Party. Therefore, in addition to any and all other remedies available to the non-breaching Parties at law or equity, a non-breaching Party shall be entitled to injunctive or equivalent relief enjoining the breach of this Agreement.

IX.19 Right of First Refusal. If Owner elects to sell the Project it shall immediately notify Manager. The Parties mutually agree and acknowledge that Owner shall be required to pursue any sale of the Project pursuant to Minnesota law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives, as of the effective date first above written.

ECUMEN SERVICES, INC. By:________________________________ Its: ________________________________	ITASCA COUNTY By:________________________________ Its: ________________________________

EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

By and Between

ITASCA COUNTY

And

ECUMEN SERVICES, INC.

This Business Associate Agreement ("Agreement") is entered into and effective as of the Effective Date of the Management Agreement by and between Itasca County, a political subdivision of the State of Minnesota ("Covered Entity") and Ecumen Services, Inc. ("Business Associate"), (individually, "Party" and collectively "Parties").

WITNESETH

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, ("HIPAA" or "the Administrative Simplification provisions,") direct the Department of Health and Human Services ("HHS") to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of HHS has issued regulations at 45 CFR Parts 160 and 164 (the HIPAA Security Rule and HIPAA Privacy Rule, such regulations referred to collectively herein as the "Regulations"); and

WHEREAS, the Parties have entered into the Management Agreement attached hereto whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such Management Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the Regulations; and

WHEREAS, Business Associate has access to Protected Health Information (as defined below) in fulfilling its responsibilities under such Management Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Management Agreement, compliance with the Regulations, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the Regulations and to protect the interests of both Parties.

SECTION 1 - DEFINITIONS

The following terms are defined as set forth below. Any terms used but not otherwise defined in this Agreement have the definitions set forth in the Regulations and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and any regulations promulgated thereunder.

a. Covered Entity. Itasca County.

b. Business Associate. Ecumen Services, Inc., a Minnesota for-profit corporation.

c. Breach. "Breach has the same meaning as the term "Breach" in 45 C.F.R. § 164.402.

d. Individual. "Individual" has the same meaning as the term "individual" in 45 C.F.R. § 164.501 and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

e. Electronic Protected Health Information and/or EPHI. "Electronic Protected Health Information" and/or "PHI" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103 but is limited to the information created or received by Business Associate on behalf of Covered Entity.

f. Protected Health Information and/or PHI. "Protected Health Information" and/or "PHI" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, but is limited to the information created or received by Business Associate from or on behalf of Covered Entity. Unless otherwise stated in this Agreement, any provision, restriction or obligation in this Agreement related to the use of PHI shall apply equally to EPHI.

g. Required By Law. "Required by Law" has the same meaning as the term "required by law" in 45 C.F.R. § 164.103, and shall include any additional requirements created under the HITECH Act.

h. Secretary. "Secretary" means the Secretary of the Department of Health and Human Services or their designee.

i. Security Incident. "Security Incident" has the same meaning as the term "security incident" in 45 C.F.R. § 164.304

j. Unsecured PHI. "Unsecured PHI" has the same meaning as the term "Unsecured PHI" in 45 C.F.R. § 164.402.

The services provided by Business Associate to Covered Entity under the Management Agreement require that Business Associate may be given access to PHI. Business Associate acknowledges and agrees that all PHI that is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement. This Agreement shall commence upon the effective date of the Management Agreement and shall continue as long as Business Associate has use, custody or access to PHI subject to this Agreement, and thereafter for the period required by the Regulations.

SECTION 2 - OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

b. Business Associate shall develop, implement, maintain and use appropriate safeguards to prevent any use or disclosure of PHI other than as provided by this Agreement, and implement administrative, physical and technical safeguards, including written policies and procedures, as required by 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 and HITECH in order to protect the confidentiality, integrity, and availability of PHI that Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity, to the same extent as if Business Associate were a Covered Entity.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to comply with all requirements of Title XIII, Subtitle D of the HITECH Act which are applicable to business associates, and to comply with all regulations issued by the Secretary to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and regulations.

e. Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of PHI not provided for or permitted by this Agreement of which it becomes aware, or any Security Incident or Breach of Unsecured PHI of which it becomes aware within five (5) days of the date on which Business Associate first discovers the use, disclosure or Security Incident or Breach. All notifications of Breach of Unsecured PHI provided by Business Associate's obligations under, and include the information specified in, Section 13402 of the HITECH Act and codified at 42 U.S.C § 17932 and 45 C.F.R. § 164.510.

f. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to the information, including but not limited to implementing reasonable and appropriate safeguards to protect Covered Entity's PHI. Business Associate shall implement and maintain sanctions against agents and subcontractors, if any, who violate such restrictions and conditions. Business Associate shall terminate any agreement with an agent or subcontractor, if any, who fails to abide by such restrictions and conditions.

g. Within ten (10) business days after a written request by Covered Entity for access to PHI contained in a Designated Record Set held by Business Associate, Business Associate shall provide to Covered Entity such information as needed to fulfill Covered Entity's obligations under 45 C.F.R. § 164.524 (Access) and 45 C.F.R. §

164.526 (Amendment), or any amendments thereto, for so long as it is maintained in the Designated Record Set held by Business Associate. In the event a request for access or amendment is delivered to Business Associate from a third party, Business Associate shall, within five (5) business days, forward such request to Covered Entity.

h. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received by Business Associate on behalf of Covered Entity available to the Covered Entity or, at the request of the Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with the Regulations. However, Business Associate will retain the right to raise, on its own behalf, on behalf of Covered Entity or any of its other clients, an objection based upon the attorney-client privilege and/or attorney work product doctrine with respect to any information sought by the Secretary.

i. Business Associate agrees to document such disclosures of PHI and information related to such disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Within ten (10) business days after receipt of written notice by Covered Entity to Business Associate for a request for an accounting of disclosures of PHI, Business Associate shall provide to Covered Entity all information as is in Business Associate’s possession to permit Covered Entity to respond to a quest for an accounting of disclosures of PHI in accordance with45 C.F.R. § 164.528. To the extent Business Associate disclosed PHI in a manner requiring an accounting of disclosures under 45 C.F.R. § 164.528, Business Associate shall provide Covered Entity with the following information:

1. the date of such disclosure(s);

2. the name of the entity or person who received the PHI; and, if known, the address of such entity or person;

3. a brief description of the information disclosed; and

4. a brief statement of the purpose of such disclosure, which includes an explanation of the basis for such disclosure or a copy of the written request for such a disclosure, if any.

In the event a request for an accounting is delivered to Business Associate from a third party, Business Associate shall, within five (5) business days, forward such request to Covered Entity. It shall be Covered Entity’s responsibility to prepare and deliver the accounting in response to any such requests.

SECTION 3 - PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Except as otherwise limited in this Agreement or in the other provisions of the Management Agreement by and between the Covered Entity and the Business Associate, Business Associate may use PHI to perform functions, activities, or services for, or on behalf of, Covered Entity provided the use or disclosure would not violate the Regulations if done by Covered Entity.

b. Except as otherwise limited in this Agreement or in other provisions of the Management Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, as provided in 45 C.F.R. § 164.504(e)(4).

c. Except as otherwise limited in this Agreement or in the other provisions of the Management Agreement, Business Associate may disclose PHI in accordance with the functions, activities, or services Business Associate performs on behalf of the Covered Entity, if such disclosure is necessary for the proper management and administration of the Business Associate, provided the disclosure is Required By Law, or Business Associate obtains reasonable assurances from the party to which the information is disclosed, including a subcontractor, that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to that party, and the party immediately notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. As part of obtaining this reasonable assurance, Business Associate agrees to enter into a Business Associate Agreement with each of its subcontractors pursuant to 45 C.F.R. § 164.308(b)(1) and HITECH § 13401 codified at 42 U.S.C. § 17391.

d. Except as otherwise limited in this agreement or in the other provisions of the Management Agreement, Business Associate may use PHI to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

SECTION 4 - OBLIGATIONS OF COVERED ENTITY

a. Covered Entity will provide Business Associate, upon request, with Covered Entity's Notice of Privacy Practices in effect at the time of the request.

b. Covered Entity will provide Business Associate with any changes in or revocation of permission by an Individual to use or disclose PHI if these changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 and HITECH § 13405(a), codified at 42 U.S.C. § 17935(a).

SECTION 5 - PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity will not request Business Associate use or disclose PHI in any manner that would not be permissible under the Regulations if done by Covered Entity.

SECTION 6 - TERM AND TERMINATION

a. Term. This Agreement will become effective upon execution of the Management Agreement and, notwithstanding any other terms of this Agreement, will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to that information, according to the termination provisions in this Section.

b. Termination for Cause by Covered Entity. Notwithstanding any contrary termination provision of any other agreement between the Parties, Business Associate is authorized to terminate this Agreement and the Management Agreement as described in this Section if Business Associate determines that Covered Entity has violated a material term of this Agreement. Upon Business Associate's knowledge of a material breach of this Agreement by Covered Entity, Business Associate shall provide written notice of such breach to Covered Entity and provide an opportunity for Covered Entity to cure the breach or end the violation. If Covered Entity does not cure the breach or end the violation within the time specified by Business Associate, then Business Associate may immediately terminate this Agreement and the Management Agreement; or Business Associate may immediately terminate this Agreement and the Management Agreement if Covered Entity has breached a material term of this Agreement and the Business Associate determines that cure is not possible.

c. Termination by Business Associate. Notwithstanding any contrary termination provision of any other agreement between the Parties, Business Associate is authorized to terminate this Agreement and the Management Agreement as described in this Section if Business Associate determines that Covered Entity has violated a material term of this Agreement. Upon Business Associate's knowledge of a material breach of this Agreement by Covered Entity, Business Associate shall provide written notice of such breach to Covered Entity and provide an opportunity for Covered Entity to cure the breach or end the violation. If Covered Entity does not cure the breach or end the violation within the time specified by Business Associate, then Business Associate may immediately terminate this Agreement and the Management Agreement; or Business Associate may immediately terminate this Agreement and the Management Agreement if Covered Entity has breached a material term of this Agreement and the Business Associate determines that cure is not possible.

d. Effect of Termination.

   1. Except as provided in paragraph 2 of this sub-section, below, upon termination of this Agreement for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision will apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of PHI.

2. If Business Associate provides to Covered Entity notification of the conditions that make return or destruction infeasible, upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to the PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

SECTION 7 - MISCELLANEOUS

a. Regulatory References. A reference in this Agreement to a section in the Regulations means the section as in effect or as amended.

b. Amendment. The Parties agree to take any action necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Regulations, the HITECH Act, and all regulations promulgated thereunder.

c. Survival. The respective rights and obligations of Business Associate and Covered Entity under Sections 2, 3, 6, and 7 of this Agreement will survive the termination of this Agreement.

d. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the Regulations, the HITECH Act, and all regulations promulgated thereunder.

e. Third Party Beneficiaries. Nothing in this Agreement will be construed to create any third party beneficiary rights in any person, except as to the extent that the Regulations validly require the Secretary or any other person to be a third party beneficiary to this Agreement.

f. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

g. Unenforceability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of the Agreement fails to comply with the then-current requirements of HIPAA and the Regulations and other applicable law, including but not limited to the HITECH Act, such Party shall notify the other in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty (30) day period, the Agreement fails to comply with HIPAA the Regulations and other applicable law, including but not limited to HITECH Act, then either Party has the right to terminate upon written notice ot the other Party.

h. <u>Independent Contractors.</u> The Parties are independent contractors and nothing in this Agreement will be deemed to make them partners or joint venturers or make Business Associate an agent of Covered Entity.

COVERED ENTITY:	**BUSINESS ASSOCIATE**
Ecumen Services, Inc.	Itasca County
By:____________________________	By:______________________________
Title:__________________________	Title:____________________________

EXHIBIT B

Payroll and AP Funding Under Standard Third Party Management Contract

Ecumen's standard management contract specifies that receipts of all rents, charges and other amounts receivable in connection with the management and operations of the Project and provision of services to residents be deposited into an account, separate from all other accounts and funds. This account will be carried in the Project's name and designated as the Rental Agency Account.

Ecumen, as manager, will make disbursements from the Rental Agency Account for all amounts due and payable by Owner as Project Costs (i.e. payroll and vendor payments, including the Management Fee payable to Ecumen) as well as any amounts specified for allocation to a reserve for replacement fund, if applicable.

The approved annual operating budget provides support for the anticipated operating expenditure on a monthly basis and can be used to determine the recommended amount to be maintained in the Rental Agency Account during project ramp-up. Once a project is stabilized it should generate sufficient receipts to fund the operations.

Ecumen may make changes to these procedures from time to time with notice to Owner.

Standard Procedure

1. A Rental Agency Account is opened in the Project's name and funded with one month of operating costs based upon the approved annual budget.
2. Ecumen is provided "view only" access to the Rental Agency Account to enable verification that the account balance is sufficient to pay disbursements. This access is provided to Ecumen's Treasury Team who will verify the account balance on Wednesday of each week.
3. Ecumen's Treasury Team is provided authorization to pull funds from the Rental Agency Account to pay for weekly disbursements.
4. Funds for estimated payroll are pulled based on circumstances with true up to actual payroll to be paid on Thursday. AP disbursements will be pulled on Thursday.
5. In the event there is not a sufficient balance in the Rental Agency Account to fund disbursements, Ecumen's Treasury Team will contact the Owners Representative on Wednesday and Owner shall immediately deposit such amounts as necessary to ensure that funds are available in the account on Thursday.

Controls

The approved annual operating budget provides the structure of anticipated receipts and expenditures for the Project. The operations leadership at the Project understand that they are to operate the site within the budget parameters and that any large or unusual transactions outside of the budget parameters must be approved by the Regional Director and by the Owner.

Monthly financial statements are prepared which includes a comparison of actual revenue and expenditures to the budget. The Project leader will provide explanations for any material variances from the budget to the Owner upon request.

Payroll

1. All applicants apply via iCMS and once hired are imported into the UKG system. All employment actions are submitted via Smartsheets (i.e. pay rate changes, position changes, LOAs, rehires and terminations). These Smartsheets are completed by the local People Services designee and then routed for necessary approvals. All employment actions are entered into the UKG system by the Shoreview People Services Department.
2. All non-exempt team members clock in and clock out using the UKG timekeeping system. Supervisors electronically approve the timecards in the UKG system.
3. The on-site AP contact is responsible for ensuring all timekeeping entries are accurate and complete and all timecards have been approved by supervisors. Once approved by supervisors and review has been completed the local People Services Designee will sign off on all timecards.
4. Payroll is then processed by the Shoreview Payroll Department. Once payroll has been processed in the UKG system the on-site AP contact is responsible for reviewing payroll reports in the UKG system and submitting any payroll deduction vendor payments.
5. All payroll discrepancies shall be reported to the Shoreview Payroll Department immediately by the local People Services designee via a Historical Correction or On Demand Smartsheet.
6. All quarterly and annual payroll tax returns are processed by ADP.

Vendor Payments Process

1. This process does not pertain to Resident Refunds.
2. Invoices are received at the Business Unit ("BU") and routed to the on-site AP contact for entry into Oracle.
3. Invoices are entered into Oracle following the Site Invoice process and the Purchase Request / Purchase Order ("PO") is routed for approvals. Approvers are pre-determined based on the amount of the invoice. A PO# is required for payment.
4. Once a PO# is generated, the site emails the invoice to Oracle Email ID to be captured into Oracle.
5. Shoreview AP department validates invoices for payment.
6. Payments are processed weekly, invoices are paid according to the Supplier terms.
7. Payment batch details are reviewed each week; the AP team will work with the BU to resolve any discrepancies prior to final payment.
8. Treasury reviews cash requirements and confirms with the BU on any adjustments.
9. The BU will receive the following reports (or similar) on a weekly basis and should review for accuracy and submit questions to the Shoreview AP team:

    a. Payment Register - Includes invoices and their payment details
    b. Supplier Aging Report - Includes invoices not yet paid, the due date, and aging
    c. Invoice Tracker Report - Confirms invoices submitted to Oracle Email ID

10. Checks are mailed out the same day they are processed; ACH payments are sent to the bank the same day and effective the following business day.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 12, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2503

DEPARTMENT: Auditor / Treasurer **TIME REQUESTED:** 10 Minutes
PRESENTER: Deb Davis

AGENDA ITEM:
Dangerous Dog Designation Review

BOARD ACTION REQUESTED:
Review the dangerous dog designation, per the petition of Jerome and Diane Janicke.

BACKGROUND:
"Lucky" is a 5 1/2 year old mix owned by Jerome and Diane Janicke, 20612 S. Moose Point Rd., Grand Rapids. The Janicke's were issued a dangerous dog citation on 8/5/2020. On 8/10/2020 "Lucky" was registered as a dangerous dog with the Itasca County Auditor's office.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Dangerous Dog Review Petition - Janicke
2. Dangerous Dog Review Letter - Janicke
3. Attorney Opinion - Dangerous Dog Designation Recission Notice Issue

Motion To: Remove the Dangerous Dog Designation of dog owned by Jerome and Diane Janicke, 20612 S. Moose Point Road, Grand Rapids, MN 55744.

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

ITASCA COUNTY BOARD OF COMMISSIONERS
ITASCA COUNTY COURTHOUSE
123 NE 4TH STREET
GRAND RAPIDS MN 55744

RECEIVED
JUN 20 2022
Auditor / Treasurer
Itasca County, Minn.

In Re: Request to Itasca County Board of Commissioners for Review of Dangerous Dog Designation by:

###, JEROME T JANICKE
Diane B. JANICKE
Petitioner

PETITION FOR REVIEW
ICR # ###

The undersigned, being duly sworn upon oath, states and and alleges as follows:

I, JEROME T JANICKE (*name*), 2/18/40 (*dob*), currently reside at 20612 South Moose PT RD (*street address*) Grand RAPIDS, Mn 55744 (*city/state/zip code*) Itasca County.

1. I hereby certify that the following individuals own property which adjoins my property (*name of property owner(s) and physical & mailing address(es)--list all that apply):*

MR and MRS Lothrop 20564 S. Moose PT RD Grand Rapids, Mn 55744
MR and MRS Petersen 20622 S. Moose PT. RD. Grand Rapids, MN 55744

2. In addition to those persons listed in paragraph #2, I hereby certify that the following additional individuals own property located within 300' of one of my property lines (name of property owner(s) and physical & mailing address(es)--list all that apply:

Mr + Mrs Fellows 20668 S. Moose PT. RD Grand Rapids, Mn 55744
Mr + Mrs Rather 20574 Moose PT. RD. Grand Rapids, Mn. 55744

3. I am the owner of a M (*M/F*), Mix (*Breed of Dog*), 5½ (*Age*).

4. On 8/5/20 (*date*), the Itasca County Sheriff's Department designated the above-reference dog as dangerous pursuant to Minn. Stat. 347.50, Subd. 2.

5. On 8/10/20 (*date*), the above-referenced dog was registered as dangerous with the Itasca County Auditor's Office.

6. Since the date listed in paragraph #5, I have maintained the above-referenced dog in compliance with Minn. Stat. 347.51.

7. I hereby certify that more than six(6) months have elapsed since the date the dog was originally declared dangerous by the Itasca County Sheriff's Department.

8. I hereby certify that I have not petitioned for review of the dangerous dog designation on the previously referenced animal within the past year.

9. Since the date the above-referenced dog was declared dangerous, I am personally aware that the dog's behavior has changed for the following reasons (see factors referenced in Minn. Stat. 347.51 Subd. 3a) attach any documents which support your position (Certificate from Obedience School, Veterinary Bills, etc.) also include any other reasons which may apply:

SEE our attachmenT !

(attach additional pages as necessary)

10. Since the date the dog was declared dangerous, I have personally observed the following modifications of the dog's behavior which indicate that it should no longer be designated dangerous:

see our attachment!

(attach additional pages as necessary)

11. Based upon the above-referenced modifications of the dog and/or its behavior, I hereby request that the dangerous dog designation on the above-referenced animal be rescinded.

Dated: 06/21/2022

Petitioner: JEROME T JANICKE
(please print)

Jerome J Janicke
(signature)

Subscribed and sworn to before me this 6th day of June, 2022

Notary Public

JOHNNY PHANTHABANDITH
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/2025

9. Since the date Lucky was declared a dangerous dog his behavior has changed. The formal training was limited because of the virus. The informal training became more intense. Lucky was taught to "sit" when he meets another dog and "release" when he is clear to move ahead. He was always praised by the trainers at Sit Means Sit because he did so well. Last July 3rd we had 29 people for dinner and Lucky behaved perfectly and got along with everyone.

10. He is now comfortable around other dogs. He is now a loveable family dog. He readily goes to bed each night. He sees other dogs on his walk and pays no attention to other dogs. He love's attention. He has his games. He has served has time. His status should change. He should not be considered a dangerous dog.

ANIMAL CONTROL AUTHORITY

123 NE 4TH ST

GRAND RAPIDS MN 55744

16 JUNE, 2022

REQUESTING A CHANGE IN STATUS FOR LUCKY

JEROME AND DIANE JANICKE

20612 S MOOSE PT RD

GRAND RAPIDS, MN 55744

DEAR ANIMAL CONTROL AUTHORITY

WE ARE WRITING THIS LETTER TO REMOVE LUCKY FROM THE DANGEROUS DOG STATUS. LUCKY IS A CHANGED DOG. WE SPENT $3800.00 AT SIT MEANS SIT DOG TRAINING IN ALBUQUERQUE. IT HAS BEEN ALMOST TWO YEARS SINCE THE INCIDENT AND WE ARE REQUESTING THE CHANGE IN STATUS.

WE RESCUED LUCKY OFF I-40 NEAR GALLUP, NM. HE HAD BEEN HIT BY A CAR AND HAD A CRUSHED SACRUM.WE WERE TOLD HE MAY NEVER WALK AGAIN AND IF HE DID WALK HE WOULD JUST BE ABLE TO STUMBLE ALONG. THE DOCTOR PERFORMED A MIRACLE AND HE WALKS AND RUNS VERY WELL. HE WAS JUST A PUPPY BUT HAD DEEP SCARS ON HIS FACE AND WE BELIEVE HE HAD BEEN ATTACKED BY OTHER DOGS OR COYOTES. THIS WAS APRIL AND MAY OF 2019. WE BROUGHT HIM TO MN AND IMMEDIATELY BEGAN TRAINING. SINCE HE STILL HAD PINS IN HIS SACRUM THE TRAINING WAS LIMITED. WHEN WE RETURNED TO NM WE PUT HIM IN A 21 DAY PROGRAM WITH A GROUP CALLED "SIT MEANS SIT". AFTER THE PRIOGRAM COMPLETED WE CONTINUED WITH WEELY TRAINING SESSION AND HE DID VERY WELL. WHILE IN MN THE SUMMER OF 2019 THE DOG NEXT DOOR ATTACKED HIM IN THE ROAD. THIS TERRIFIED HIM. HE WAS NOT INJURED BUT HE WAS SHAKING WHEN WE BROUGHT HIM IN THE HOUSE.

WHEN WE RETURNED TO MN SUMMER OF 2020 IN AUGUST WHILE PLAYING IN LAKE HE SAW A DOG TWO DOORS DOWN AND, WE BELIEVE, HE THOUGHT IT WAS THE DOG THAT ATTACKED HIM THE SUMMER BEFORE AND DECIDED HE DID NOT WANT TO BE ATTACKED AGAIN. WE HAVE CONTINUED TO TRAIN LUCKY AFTER COVID RESTRICTIONS IN NM WERE LIFTED AND HE HAS DONE VERY WELL. HE DOES WEAR A SHOCK COLLAR AND HALTER WHEN OUTSIDE.

WE ARE ASKING YOU TO CONSIDER CHANGING THE DANGEROUS DOG STATUS. HE IS A CHANGED DOG AND HAS SHOWN HE DESERVES THIS STATUS CHANGE.

SINCERELY,

Diane Janicke Jerome J. Janicke

DIANE AND JEROME JANICKE

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 12, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2494

DEPARTMENT: Land Department **TIME REQUESTED:** < 5 Minutes
PRESENTER: Sara Thompson

AGENDA ITEM:
Len Hardy Memorial ATV/Snowmobile Trail Contract Award

BOARD ACTION REQUESTED:
Award the 2022 Len Hardy Memorial ATV/Snowmobile Trail Construction Contract to the lowest responsible bidder, Wm. J Schwartz and Sons, Inc. for the estimated amount of $214,950.00 and authorize necessary signatures.

BACKGROUND:
Wm. J Schwartz and Sons, Inc. was the only submission in the second round of the bid solicitation in the Scenic Range News. The first round was advertised in the Scenic Range on May 26th and June 2nd; the bid opening was June 13th and no bids were received. The second round was advertised on June 23rd and 30th, with a bid opening on July 6th. Itasca County Land Department recommends that Wm. J. Schwartz and Sons, Inc be awarded as the lowest responsible bidder for completion of this project.

COUNTY ATTORNEY REVIEW: n/a

SUPPORTING DOCUMENTATION:
1. Wm J Schwartz and Sons Bid Submission

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

LEN HARDY MEMORIAL ATV/SNOWMOBILE TRAIL CONSTRUCTION PROPOSAL

TRAIL CONSTRUCTION PROVISIONS

A. STARTING & ENDING DATES

For purposes of protecting the interests of Itasca County and landowners involved with this project, starting and completion dates are specific and firm. Penalties for deviations from these dates are covered in Paragraph E.

Bidder agrees that the Work will be substantially complete by November 1st, 2022 and completed and ready for final payment on November 30th, 2022. Substantial Completion shall include final grading, bituminous paving, concrete pavement, sign installation, and seeding. Final Completion will include remaining work and turf establishment at 70% coverage of site.

Three days' notice must be given to the County prior to commencement of work. If either party suspends work on the contract for periods of longer than two weeks, the three-day notice must be given again.

B. INSURANCE AND BONDS

A Bid Security in the amount of five percent (5%) of the total Bid price must accompany each bid. The successful bidder will be required to furnish a performance and payment bond. The Itasca County Board reserves the right to accept or reject any or all bids, to waive any defects or technicalities, to advertise for new bids, or to take such action it deems lawful and in the best interests of Itasca County. Deposits from unsuccessful contractors will be returned when the project is awarded. The deposit from the successful contractor will be held until completion of the project. Unsuccessful completion of the contract will result in forfeiture of the deposit.

C. WAGE RATES

This project is subject to Minnesota prevailing wage. All bids must be in accordance with the Bidding Documents.

Minnesota Labor and Wage Rate Requirements

General

1. Contractor is responsible to ensure that its workers and those of all subcontractors are compensated according to the MN/DLI state prevailing wage determination incorporated into this contract.

2. The wage rates provided are in effect on the date of these documents and shall remain in effect for the entire project regardless of the start date or duration of the Work.

Labor Provisions

1. Contractor shall have copies of these provisions on file at the job headquarters, and shall post a notice, approved by Engineer, in a conspicuous place at the site of the Work, informing employees that these provisions are available for their inspection. If a job headquarters is not provided, Contractor shall provide an individual copy to each employee on the job. A copy of the submitted notice will be provided to Owner.

Employment Classifications

1. All employees on the Project shall be classified as being in one of the following four categories, in accordance with the definitions given:
   A. Executive or Administrative
      1) Employees in this category shall be classified in accordance with the definitions for Executive and Administrative employees as adopted by the Secretary of Labor, and in effect at the time of invitations for bids.
   B. Skilled
      1) Skilled labor shall include the operators of complex, heavy power equipment and skilled craftsmen at the journeyman grade.
   C. Intermediate Grade
      1) Intermediate Grade labor shall include:
         a. Operators of power equipment except complex, heavy power equipment; trucks of 1 and 1/2 tons or less (manufacturer's rated capacity); tractors of less than 20 horsepower (manufacturer's rated capacity), and passenger cars; and
         b. Persons performing any other labor that requires considerable training and experience.
   D. Unskilled
      1) Unskilled labor shall include:
         a. Operators of trucks of 1 and 1/2 tons or less (manufacturer's rated capacity), operators of tractors of less than 20 horsepower (manufacturer's rated capacity), and operators of passenger cars; and
         b. Helpers of journeyman craftsmen and all other labor that requires no special skill or experience or the exercise of discretion or judgment.

Labor Information

1. In the selection of labor, Contractor may use the services of the Minnesota State Employment Service.

Minimum Wage Rates

1. The minimum hourly rates of wages required to be paid to the various laborers and mechanics employed by Contractor shall be an amount equal to the sum of the basic hourly wage rate plus applicable fringe benefits as noted in the schedule contained in the prevailing Wages for state Funded Construction projects of the Minnesota Department of Labor and Industry. These rates have been determined by the Minnesota

Department of Labor and Industry pursuant to the provisions set forth in Minnesota Statutes, Sections 177.41 through 177.44 as applicable, to be those prevailing on the same type of work on similar construction in the immediate locality.

During the periods from the time an hourly employee is required to report for duty at the site of the Work until such time that he/she is released or permitted to leave the site of the Work, no deduction shall be made from his/her time for any delays of less than 30 consecutive minutes.

In the event the Contractor or subcontractor employees apprentice workers under the occupational training program of the State of Minnesota, Department of Education, or under the Division of Voluntary Apprenticeship of the State of Minnesota, Department of Labor and Industry, or under the Veterans Training Program of the United States Veterans Administration, he/she may pay wages to such apprentice workers at hourly rates approved by the appropriate agency regardless of the hourly rates specified in the schedule of wage rates to be paid to any classification of labor.

A Contractor or subcontractor may discharge his/her minimum hourly rate obligation as defined above by (a) making cash payments to the employee plus payments to an employees' fringe benefit program, funded or unfunded, that is established by collective bargaining agreements, the sum of which is equal to the minimum hourly rate; or (b) making payments in cash to the employee in the amount equal to the minimum hourly rate.

While the rates shown are at the minimum hourly rates required for the life of this Contract, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to local labor conditions and prospective changes or adjustments of wage rates. No increase in the Contract Price shall be allowed or authorized on account of payment or rates in excess of those listed herein.

All cash payments due to mechanics and laborers employed or working upon the site of the Work shall be paid unconditionally and not less often than once a week, and without subsequent deductions or rebate on any account regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics.

The schedule shall be kept posted by the Contractor at the site of the Work in a conspicuous place where it can be easily seen by the workers.

If an employee has a question in regard to the minimum wage rate paid, he should communicate directly with his employer. If the issue remains unresolved, the employee should be informed that he may take his question to the Owner for solution.
Owner may withhold or cause to be withheld from the Contractor a portion of the amounts due to the Contractor as may be considered necessary to ensure payment to laborers and mechanics employed by the Contractor or any subcontractor on the Work the full amount of the minimum hourly rates required by the Contract.

Prevailing Hours of Labor

1. The Prevailing Wages for State Funded Construction Contracts issued by the Minnesota Department of Labor and Industry, which are available from the Department of Labor and Industry, set forth the Prevailing Hours of Labor as 8 hours per day or 40 hours per week. In accordance with Minnesota Statutes Sections 177.41 through 177.44 as applicable, Subdivision 1, employees may not be permitted or required to work longer than the prevailing Hours of Labor unless the employee is paid for all hours in excess of the prevailing hours at a rate of at least 1 and 1/2 times his/her hourly basic rate of pay; nor shall he/she be paid a lesser rate of wages than the prevailing wage rate in the same or most similar trade or occupation in the area.

Required Contract Provisions

1. These Contract provisions shall apply to all Work performed on the Contract by the Contractor with his/her own organization and with the assistance of workmen under his/her immediate superintendence and to all Work performed on the Contract by piecework, station work, or by subcontract.

   Contractor shall insert in each of his/her subcontracts all stipulations contained in these Required Contract Provisions and also a clause requiring his/her subcontractors to include these Required Contract Provisions in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontract that may in turn be made. The Required Contract Provisions shall in no instance be incorporated by reference.

   A breach of any of the stipulations contained in these Required Contract provisions may be grounds for termination of the Contract.

Statements and Payrolls

1. Payrolls and Payroll Records
   A. Payrolls and basic records relating thereto will be maintained during the course of the Work and preserved for a period of three years thereafter for all laborers, mechanics, apprentices, trainees, watchmen, and guards working at the site of the Work.

   B. The payroll records shall contain name, social security number, and address of each such employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever it is found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program, Contractor shall maintain records which show that the commitment to provide such benefits if enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected and records which show the costs anticipated or the actual cost incurred in providing such benefits.

C. The payrolls shall contain the following information:
   1) The employee's full name, address, and social security number. The employee's full name and social security number need only appear on the first payroll on which his/her name appears. The employee's address need only be shown on the first submitted payroll on which the employee's name appears, unless a change of address necessitates a submittal to reflect the new address.
   2) The employee's classifications.
   3) Entries indicating the employee's basic hourly wage rate and, where applicable, the overtime hourly rate. The payroll should indicate separately the amounts of employee and employee contributions to fringe benefit funds and/or programs. Any fringe benefits paid to the employee in cash must be indicated. There is no prescribed or mandatory form for showing the above information on payrolls.
   4) The employee's daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted).
   5) The itemized deductions made.
   6) The net wages paid.
   7) Contractor shall submit a statement indicating that the wage rates contained therein are not less than those determined by the Department of Labor and Industry, and that the classification set forth for each laborer or mechanic conform with the work he/she performed, i.e., Form MnDOT 21658A.

D. Contractor shall make the records required under the labor standards clauses of the Contract available for inspection by authorized representatives of the Owner and the Department of Labor and Industry and shall permit such representatives to interview employees during working hours on the job.

E. The wages of labor shall be paid in legal tender of the United States, except that this will be considered satisfied if payment is made by negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount, without discount or collection charges of any kind. Where checks are used for payment, Contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

F. No fee of any kind shall be asked or accepted by the Contractor or any of his/her agents from any person as a condition of employment on the Project.

G. No laborers shall be charged for any tools in performing their respective duties except for reasonable avoidable loss or damage thereto.

H. Every employee on the Work covered by this Contract shall be permitted to lodge, board, and trade where and with whom he/she elects, and neither Contractor nor his/her agents, nor his/her employees shall, directly or indirectly, require as a condition of employment that an employee shall lodge, board, or trade at a particular place or with a particular person.

I. No charge shall be made for any transportation furnished by the Contractor, or his/her agents, to any person employed on the Work.

J. No individual shall be employed as a laborer or mechanic on this Contract except on a wage basis, but this shall not be construed to prohibit the rental of teams, trucks, or other equipment from an individual.

K. It shall be Contractor's responsibility to determine the proper wage rates to be paid for each class of Work on this Contract.

Payroll Certification

1. Contractor shall submit weekly certified payrolls to the Owner. Contractor shall utilize the MnDOT certification form that is signed by both the Prime Contractor and Subcontractors.

2. All payroll submissions shall be sent electronically to the Owner.

3. Contractor shall submit certification that he has complied with this section of the specifications before final payment will be made.

E. GENERAL SPECIFICATIONS: TRAIL CONSTRUCTION

1. The trail treadway shall be crowned to an <u>16 foot width</u>. The trail surface shall be shaped and crowned so as to direct water off trail during rain events. This will depend upon trail features such as water bars, graded dips, etc in places. Specifications are attached in the appendices. Only organic material may be removed from the trailway. Mineral soil must be left in place. Organic material or woody debris shall not be incorporated or mixed into the road bed. **<u>Organic soil and duff removed from the trail, as well as stump and trees, must be feathered into adjacent areas in a manner approved by the project administrator, and not left in berms or windrows along the trail</u>. <u>Wetlands and waters of the state must be protected with silt fence.</u>** Finishing will include clearing any remaining debris, hauling and spreading aggregate material, grading and shaping the trail corridor.

2. When using a gated system road for access purposes, the Contractor shall provide a sufficient lock to interlock with the Mesabi Metallics lock if requested. The gate is to remain closed and locked at all times when not actively in use. In no case shall equipment be driven around the gate or the gate damaged to obtain access. Vehicle or equipment access through the gated or posted road is for contract purposes only. Hunting, berry-picking, or any other activity is prohibited unless access is gained in the same manner as the general public.

3. The designated roads and trails on the site maps or mentioned by the inspector shall be left intact and undamaged and unobstructed when work is completed.

Exceptions to this can be made at the discretion of the inspector.

4. The County will stop work on sites if soil conditions are too wet so as to cause excessive site damage as determined by the inspector.

5. The County may stop work if it is in violation of any law or regulatory order such as new bald eagle nests or a severe fire season develops, etc.

6. **These projects contain new trail segments that exceed 1 acre in size and thus must be permitted under the MPCA Construction Stormwater Program. Contractor and/or employees must be MPCA Stormwater Construction Installer certified.**
   - **Individual(s) performing and supervising the installation, maintenance, and repair of BMP's. At least one individual present on this project must be trained in these job duties.**
   - **The content and extent of training must be commensurate with the individual's job duties and responsibilities with regard to activities cover under this project permit.**
   - **Contractors must at all times operate within the regulations of the MPCA's Construction Stormwater Permit and utilize required BMP's for erosion and sediment control.**

F. THE COUNTY AGREES TO:

1. Establish construction boundaries with flagging or paint.

2. Delineate the location of areas not to be disturbed (e.g., with flags, stakes, signs, etc.) on the project site before work begins.

3. Flag all survey pipes and bearing trees within or near the sites upon request by the contractor.

4. Provide the contractor with site maps (appendixes) showing the location of site boundaries, survey markers, designated roads and trails, and significant features.

5. Make on-site inspections on a regular basis or at the request of the contractor.

6. Inspect the sites to determine compliance with specifications and to determine any adjustments prior to payment being made.

G. INSPECTIONS AND PENALTIES:

1. The contractor shall appoint a representative who shall be available to meet with the inspector to discuss work progress.

2. The contract is expected to be completed by the dates indicated. A sum of $100.00 will be deducted for each day beyond the deadline that work is not

completed at the discretion of the County.

3. A sum of $300.00 will be deducted from the quote price for each survey pipe or bearing tree disturbed by the contractor, and the actual cost to re-establish the damaged pipe or tree will be deducted from the payment to the contractor.

4. A sum of $100.00 will be deducted from the quote price for each instance where used engine or hydraulic oil is deposited on the site or roads. Used oil must be deposited at collection centers and not dumped on the site.

5. A sum of $100.00 will be deducted from the quote price for each instance of littering by the contractor on the site. Empty oil cans, filters and other refuse cannot be left on the sites.

6. The contractor will be liable for all damages to merchantable piled wood on landings within the site or for all other unauthorized damages done (e.g. scuffed trees, damaged gates, etc).

7. Private gates or cables restricting access will not be damaged or gone around or gone through unless permission is obtained from the private landowner.

H. PAYMENT:

1. Payment will be made upon completing all trail segments described in this contract. Partial payment will be made only in special circumstances deemed appropriate by the Itasca County Land Department.

2. Payment cutoff dates are monthly and will be given to the contractor upon request. Billings submitted by the contractor must be received by the County ten (10) days before the cutoff date to allow sufficient time for inspection of the sites by the County.

Estimates for New Trail Construction
Len Hardy Memorial ATV Trail

THE PROJECT DESCRIPTION

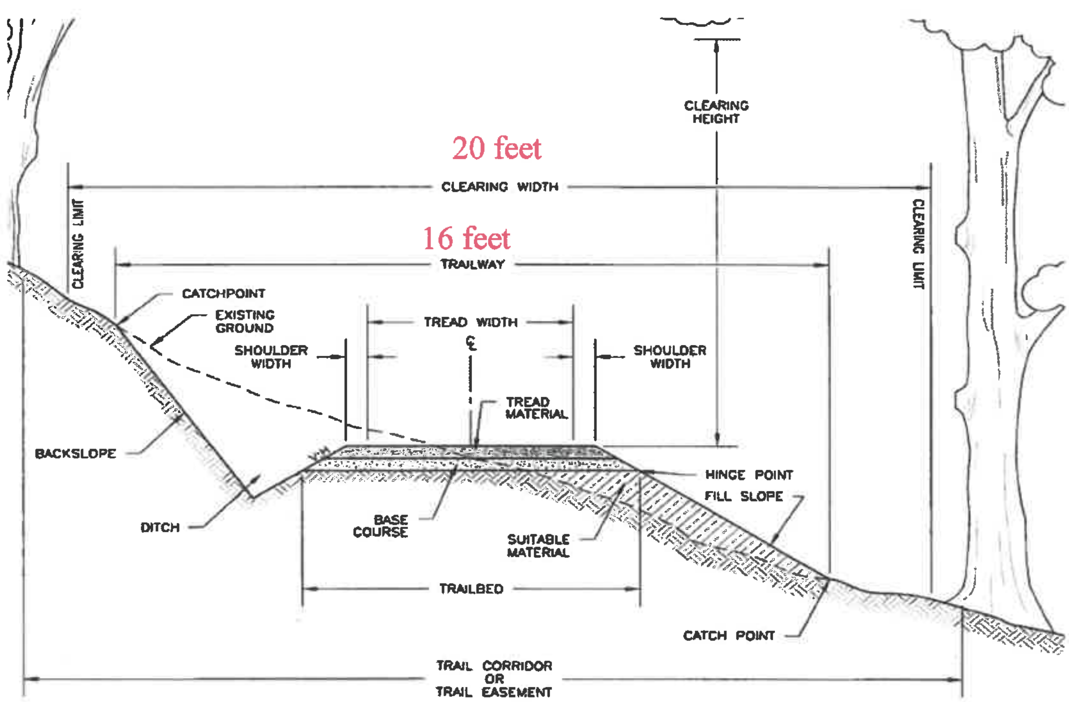
Approximately 1.26 miles of trail construction will be under this contract for the new Len Hardy Trail connecting the Alborn – Pengilly Railroad ATV Trail to the City of Nashwauk. The landownership is US Steel and Mesabi Metallics. The trail utilizes existing corridors developed by UPM Blandin Forestry through Mesabi Metallics land. The trail corridor authorized by Mesabi Metallics is 20 feet wide.

GENERAL SPECIFICATIONS – For the approximately 1.26 miles with a tread-way of 16 foot-wide trail.

1. Trail Clearing and Preparation: Clearing, grubbing, and installation of all erosion and sediment control structures.

2. Full Trail Construction: Finishing, shaping, hardening with mostly screened pit run from Mesabi Metallics pit, with an option of some Class 5 aggregate and 1 1/2" crushed rock brought in if needed; installing culverts, and road fabric material for trail stabilization. Estimated trail depth is 1' of material. Tracked hauler equipment will be provided by MNDNR Parks and Trails. This project will require compliance with MPCA Construction Stormwater requirements and all other environmental guidelines. Stormwater Installer and Construction Site Manager certification is mandatory requirement for this project. Please submit a copy of certification with this proposal.

Contractor will be selection is based on total project cost. More specific information about the project will be included in the project packet Construction activities will commence upon Itasca County Land Department's authorization to proceed.



Material w/Hauling Cost (yd^3)	Estimated Amounts
1.5" - 3" rock	n/a
Rip Rap rock 3"- 6"	n/a
Screened Pit Run 3" minus	2500 yds
Class 5	250 yds
SILT FENCING	150 FEET
EROSION CONTROL BLANKET – BIONET® C125BN™ EROSION CONTROL BLANKET	2 STANDARD 6' ROLLS
ROAD FABRIC 12' X 432'	6 ROLLS
MN/DOT TYPE 3 (MCIA CERTIFIED WEED FREE MULCH)	unknown
Note: Remote access on narrow forest trails will require the use of small specialized equipment. A six-way blade is mandatory for all dozers and skid steers.	
Equipment Type	**Estimated hours**
Skidsteer w/ attachments Minimum 70 HP	200 hours
D5/550 Dozer or similar size (90HP minimum) 6 -way blade	100 hours
Excavator (List HP)	80
Backhoe (List HP)	40
Small Dump Trailers	n/a
Mini Excavator (List HP)	40
Transport of Equipment	
Lowboy	40 hours
Pickup w/trailer	80 hours

Total Project Cost Bid Submission: $214,950.00 (Two hundred fourteen thousand and nine hundred fifty dollars).

Wm. J. Schwartz + Sons, Inc.
Company Name

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Company Address

Bob Schwartz / Mark Gibeau
Contact Name (Project Manager/Contractor)

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218-326-4321
Company Phone Number

7-5-2022
Date