



# ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, November 15, 2022

2:30 PM

Itasca County Boardroom

## FINAL

### WORK SESSION MINUTES

#### I. CALL TO ORDER

Vice-Chair Trunt 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 | Absent  |         |
| Leo Trunt      | District #3 | Present | 2:30 PM |
| Burl Ives      | District #4 | Present | 2:30 PM |
| Ben DeNucci    | District #5 | Present | 2:30 PM |

#### II. PLEDGE OF ALLEGIANCE

#### III. APPROVAL OF AGENDA

**Motion To:** Pull Item #6.2 (Approval of Passed Special Legislation) and approve the agenda, as amended.

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

#### IV. MINUTES APPROVAL

#### V. RECOMMENDED FOR CONSENT AGENDA

1. Adopt the Resolution Re: Year 2023 Schedule of Itasca County Board Meetings.

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 11/22/2022 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

2. Adopt the Resolution Re: Per Diems Paid to Itasca County Commissioners.

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 11/22/2022 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

3. Adopt the Resolution Re: Reimbursable Expenses to Itasca County Commissioners.

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 11/22/2022 2:30 PM</b> |
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4. Authorize IMCare Director and County Board Chair to sign the Provider Participation Agreement between IMCare and Always in Motion Chiropractic and Wellness, PA

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 11/22/2022 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

5. Approve a service contract between Itasca County and the Itasca County Agricultural Association for 2023 property management services at the Fairgrounds Park in the amount of

\$66,000.00, to be paid from Park System Account 12-610-510 and authorize necessary signatures.

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 11/22/2022 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

## VI. DISCUSSION / INFORMATIONAL

1. Citizen Input  
No citizen input provided.
3. Mississippi River – Grand Rapids Comprehensive Watershed Management Planning Memorandum of Agreement  
Itasca County Soil & Water Conservation District (SWCD) District Manager/Water Plan Coordinator Andy Arens provided information regarding the request to adopt the Mississippi River – Grand Rapids Memorandum of Agreement (MOA) and appoint primary and secondary voting members to the Policy Committee.

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 11/22/2022 2:30 PM</b> |
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## VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance at a recent Health and Human Services (HHS) Advisory Committee meeting.

Commissioner Tinquist reported on his attendance at recent Itasca Waters and Extension Committee meetings.

Commissioner Trunt reported on his attendance at recent Fair Board, IMCare Subcommittee, Grand Rapids/Itasca County Cooperating Committee, Western Mesabi Mine Planning Board (WMMPB), and Itasca County Township Association (ICTA) meetings; as well as a Lone Pine ATV and Provider Request Review Meeting with Commissioner Ives and Health and Human Services (HHS) Director Eric Villeneuve.

## VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an update regarding the recent MPUC decision relating to Minnesota Power in Cohasset.

## IX. COMMISSIONER COMMENTS

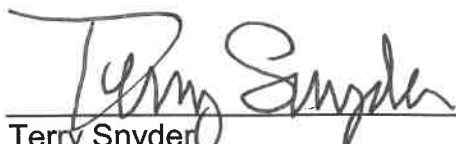
Commissioner Ives and County Attorney Matti Adam provided comment regarding training and education opportunities for newly-elected County Commissioners and County officials taking office in 2023.

## X. CLOSED SESSIONS

## XI. ADJOURN

Vice-Chair Trunt adjourned the meeting at 2:49 PM.

## ATTEST

  
Terry Snyder  
Chair of the County Board

  
Brett Skyles  
Clerk of the County Board



November 15, 2022

Chair:

**PULL:**

1. Item #6.2 – Approval of Passed Special Legislation

**ADDITIONS:** None

**CHANGES:** None

**INFORMATIONAL:** None



**ITASCA COUNTY  
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Tuesday, November 15, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2588**

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**DEPARTMENT:** Administrative Services

**PRESENTER:** Brett Skyles

**TIME REQUESTED:** < 5 Minutes

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**AGENDA ITEM:**

Schedule of Itasca County Board Meetings

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**BOARD ACTION REQUESTED:**

Adopt the Resolution Re: Year 2023 Schedule of Itasca County Board Meetings.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

11/15/2022

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 11/22/2022 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|



**ITASCA COUNTY  
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Tuesday, November 15, 2022

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**RESOLUTION**

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**RE: YEAR 2023 SCHEDULE OF ITASCA COUNTY BOARD MEETINGS**

**WHEREAS**, the Itasca County Board of Commissioners performs their duties as outlined in M.S. 375 and/or other statutes pertaining to the responsibilities of the Board; and

**WHEREAS**, the Itasca County Board of Commissioners conducts County Board meetings within the statutory limitations put forward in M.S. 13D, commonly known as the "Open Meeting Law", and

**WHEREAS**, it is the intent of the Itasca County Board of Commissioners to give notice to the citizenry, the employees, and/or others notice of their meetings; and

**WHEREAS**, work sessions are scheduled at 2:30 PM on the first and third Tuesday of the month, unless the usual date is on a holiday or a special meeting is scheduled with notice as outlined by M.S. 13D, in the Boardroom of the Itasca County Courthouse; and

**WHEREAS**, regular sessions are scheduled at 2:30 PM on the second and fourth Tuesday of the month, unless the usual date is on a holiday or a special meeting is scheduled with notice as outlined by M.S. 13D, in the Boardroom of the Itasca County Courthouse.

**NOW THEREFORE BE IT RESOLVED**, that the Itasca County Board of Commissioners adopts the following schedule for work sessions in the year 2023:

|                            |                             |
|----------------------------|-----------------------------|
| Tuesday, January 3, 2023   | * Wednesday, July 5, 2023   |
| Tuesday, January 17, 2023  | Tuesday, July 18, 2023      |
| Tuesday, February 7, 2023  | Tuesday, August 1, 2023     |
| Tuesday, February 21, 2023 | Tuesday, August 15, 2023    |
| Tuesday, March 7, 2023     | Tuesday, September 5, 2023  |
| Tuesday, March 21, 2023    | Tuesday, September 19, 2023 |
| Tuesday, April 4, 2023     | Tuesday, October 3, 2023    |
| Tuesday, April 18, 2023    | Tuesday, October 17, 2023   |
| Tuesday, May 2, 2023       | Tuesday, November 7, 2023   |
| Tuesday, May 16, 2023      | Tuesday, November 21, 2023  |
| Tuesday, June 6, 2023      | Tuesday, December 5, 2023   |
| Tuesday, June 20, 2023     | Tuesday, December 19, 2023  |

**BE IT FURTHER RESOLVED** that the Itasca County Board of Commissioners adopts the following schedule for regular session in the year 2023:

|                           |                        |
|---------------------------|------------------------|
| Tuesday, January 10, 2023 | Tuesday, July 11, 2023 |
| Tuesday, January 24, 2023 | Tuesday, July 25, 2023 |

Tuesday, February 14, 2023  
Tuesday, February 28, 2023  
Tuesday, March 14, 2023  
Tuesday, March 28, 2023  
Tuesday, April 11, 2023  
Tuesday, April 25, 2023  
Tuesday, May 9, 2023  
Tuesday, May 23, 2023  
Tuesday, June 13, 2023  
Tuesday, June 27, 2023

Tuesday, August 8, 2023  
Tuesday, August 22, 2023  
Tuesday, September 12, 2023  
Tuesday, September 26, 2023  
Tuesday, October 10, 2023  
Tuesday, October 24, 2023  
Tuesday, November 14, 2023  
Tuesday, November 28, 2023  
Tuesday, December 12, 2023

**BE IT FURTHER RESOLVED** that the Year 2023 Organizational Meeting will be held on Tuesday, January 3, 2023, at 2:30 PM, pursuant to M.S. 375.07.



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**REQUEST FOR BOARD ACTION: RBA-2022-2594**

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**DEPARTMENT:** Administrative Services

**PRESENTER:** Brett Skyles

**TIME REQUESTED:** < 5 Minutes

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**AGENDA ITEM:**

Per Diems

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**BOARD ACTION REQUESTED:**

Adopt the Resolution Re: Per Diems Paid to Itasca County Commissioners.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

11/15/2022

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 11/22/2022 2:30 PM</b> |
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**RESOLUTION**

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**RE: PER DIEMS PAID TO ITASCA COUNTY COMMISSIONERS**

**WHEREAS**, MN Statutes 375.055 provides for the establishment of compensation for services and per diems rendered by County Commissioners in all Minnesota Counties except Hennepin and Ramsey; and,

**WHEREAS**, the Itasca County Board of Commissioners views the Nursing Home Board to be a function of the regular Commissioner duties; and,

**WHEREAS**, the Attorney General has opined (No. 124a, April 28, 1994, p.4) that an officer may not collect more than one days per diem pursuant to the same authority regardless of the number of hours spent performing work in a single day.

**NOW THEREFORE BE IT RESOLVED**, that the Itasca County Board of Commissioners will not receive per diems for the discharge of official duties for the Nursing Home Board.

**BE IT FURTHER RESOLVED** that the Itasca County Board of Commissioners shall not collect more than one per diem per day while acting on any committee under the direction of the Board.



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**REQUEST FOR BOARD ACTION: RBA-2022-2595**

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**DEPARTMENT:** Administrative Services

**PRESENTER:** Brett Skyles

**TIME REQUESTED:** < 5 Minutes

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**AGENDA ITEM:**

Reimbursable Expenses

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**BOARD ACTION REQUESTED:**

Adopt the Resolution Re: Reimbursable Expenses to Itasca County Commissioners.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

11/15/2022

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 11/22/2022 2:30 PM</b> |
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**RESOLUTION**

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**RE: REIMBURSABLE EXPENSES TO THE ITASCA COUNTY COMMISSIONERS**

**WHEREAS**, MN Statutes 375.06 provides for the reimbursement of travel expenses incurred while County Commissioners are discharging their official duties while acting on any committee under the direction of the Board; and,

**WHEREAS**, County Commissioners are authorized to be reimbursed for mileage expense for using their personal automobile in discharging their official duties as County Commissioners while serving on a board, committee, or commission.

**NOW THEREFORE BE IT RESOLVED**, that the Itasca County Board of Commissioners shall be reimbursed for actual expenses incurred as outlined in the Itasca County Reimbursement for Expenses Policy while acting in the official duties of a County Commissioner under the direction of the County Board; and,

**BE IT FURTHER RESOLVED** that the Itasca County Board of Commissioners shall be reimbursed at the current Internal Revenue Service (IRS) rate for the use of their personal automobile while acting in their official duties or on a committee under the direction of the County Board.



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**REQUEST FOR BOARD ACTION: RBA-2022-2635**

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**DEPARTMENT:** Health & Human Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Sarah Anderson

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**AGENDA ITEM:**

IMCare Provider Participation Agreement with Always in Motion Chiropractic and Wellness, PA

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**BOARD ACTION REQUESTED:**

Authorize IMCare Director and County Board Chair to sign the Provider Participation Agreement between IMCare and Always in Motion Chiropractic and Wellness, PA

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** Previously reviewed and approved.

**SUPPORTING DOCUMENTATION:**

1. Provider Participation Agreement 2020 - 10.01.17
2. PPA - Always in Motion Chiropractic and Wellnes, PA

11/15/2022

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 11/22/2022 2:30 PM</b> |
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**REQUEST FOR BOARD ACTION: RBA-2022-2637**

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**DEPARTMENT:** Land Department

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Kory Cease, Roger Clark

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**AGENDA ITEM:**

2023 Fairgrounds Property Management Contract

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**BOARD ACTION REQUESTED:**

Approve a service contract between Itasca County and the Itasca County Agricultural Association for 2023 property management services at the Fairgrounds Park in the amount of \$66,000.00, to be paid from Park System Account 12-610-510 and authorize necessary signatures.

**BACKGROUND:**

This contract is set to be renewed annually. The Agricultural Association manages the grounds, performs routine maintenance, manages events and rentals on the Fairgrounds Park as per the contract. The County Attorney's Office has reviewed and approved the original 2018 contract (CRT 5222), only the dates have been changed in this contract.

**COUNTY ATTORNEY REVIEW:** yes and/or pending

**SUPPORTING DOCUMENTATION:**

1. FINAL ICAA Lease agreement\_2023

11/15/2022

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 11/22/2022 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

# County of Itasca, Minnesota

## Service Contract

### A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this **1<sup>st</sup> day of January, 2023**, by and between the County of Itasca, herein called the “County,” and **Itasca County Agricultural Association**, a corporation organized and existing under the laws of the State of Minnesota, herein called the “Vendor.”

### B.1 AGREEMENT

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

### C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **January 1, 2023, to December 31, 2023**, inclusive. The Contract may be extended if provided for in the Special Conditions.

### D.1 SPECIAL CONDITIONS

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

### E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is **estimated to not exceed \$66,000** for the current term.

### F.1 INCREASE

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

## **G.1 PAYMENT**

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

## **H.1 GUARANTEE**

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

## **I.1 BOND**

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

## **J.1 INSURANCE**

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

J.1.3 General Liability Insurance

J.1.3.1

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

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

J.1.4.2 Must cover owned, non-owned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

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

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

J.1.6.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a case by case basis)

J.1.8 Indemnification Clause

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

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

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

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

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

## **K.1 UNAVOIDABLE CIRCUMSTANCES**

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

## **L.1 RIGHT TO TERMINATE**

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

## **M.1 ASSIGNMENT**

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

## **N.1 INDEMNIFICATION**

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

## **O.1 COMPLIANCE WITH LAWS**

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

## **P.1 RECORDS AUDITING AND RETENTION**

P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

## **Q.1 WAIVER**

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

## **R.1 MODIFICATIONS/AMENDMENT**

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

## **S.1 SEVERABILITY**

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

## **T.1 FINAL AGREEMENT**

T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

## U.1 EXECUTION

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Itasca County Agricultural Association**  
**1336 Fairgrounds Rd.**  
**Grand Rapids, MN 55744**

COUNTY OF ITASCA, MINNESOTA

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

APPROVED AS TO FORM & EXECUTION

By: \_\_\_\_\_  
Itasca County Attorney

## ATTACHMENT A SPECIAL CONDITIONS SUPPLEMENT

**Final**  
**01/01/2023**

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- Purpose:
1. The “Vendor” agrees to provide the following technical support services for property management of Fairgrounds Park under the authority of Itasca County through its Land Department-Fairgrounds Park Operations Plan.
    - A. Event coordination
    - B. Activity coordination
    - C. Rental coordination.
    - D. Campground
    - E. Light-duty buildings and grounds maintenance.
  2. It is mutually understood by “County” and “Vendor” that the ICAA shall independently administer and conduct an annual Itasca County Fair under statutory authority for Agricultural Associations (M.S. 38.01-38.27) on the premises described in Exhibit A, beginning one week before until one week after the designated dates of the Itasca County Fair (fair season) The ICAA shall be responsible for the payment of all costs and expenses related to the Itasca County Fair and hold Itasca County harmless from such expenses *including routine clean-up and maintenance on the premises, buildings and structures during fair season.*

Authorized representative for the “County” is the Park and Recreation Director or designee. Authorized representative for “Vendor” is the ICAA Board or designee.

Time Period: January 1, 2023 – December 31, 2023.

- Payment Details:
1. Routine clean-up and maintenance during fair season shall be at no charge to Itasca County
  2. The up-front grant of **\$66,000** is payment in full for deliverables.
  3. Services beyond those listed under deliverables will be an additional fee.

- Deliverables:
- All deliverables subject to the terms of this service contract shall be completed to the satisfaction of the County.
1. Routine clean-up and maintenance during fair season that will leave the premises, buildings and structures in original or better condition.
  2. Non-fair season property management.

**The County agrees:**

- A. To administer all capital improvement projects; buildings and structure(s) repair and maintenance; and vegetation management on the premises.
- B. To provide insurance for grounds, buildings and contents owned by Itasca County.
- C. To provide an office space and a basement storage cubical to the ICAA Fair Board in the trailhead building.

**The Vendor agrees to provide:**

- A. Event coordination
  - 1. Contact person to coordinate with event organizers.
  - 2. Correspond; meet on site; open and close doors/gates; process paperwork.
  - 3. Inspect and lock all doors and windows at the end of all event days.
  - 4. Remove all garbage from the buildings and outside receptacles as needed.
  - 5. Be available for emergency calls and respond back as soon as possible.
- B. Activity coordination
  - 1. Contact person for accommodating approved activities.
  - 2. Opening and closing doors as needed for each activity (or ensure it is done).
  - 3. Inspect and lock all doors and windows at the end of all activity days.
  - 4. Remove all garbage from the buildings and outside receptacles as needed.
  - 5. Be available for emergency calls and respond back as soon as possible.
- C. Rental coordination
  - 1. Contact person for rental management.
  - 2. Process rental permit(s) according to Itasca County fee schedule.
  - 3. Opening and closing doors as needed on a seasonal basis.
- D. Campground coordination
  - 1. Contact person for reservations.
  - 2. Assist campers with site setup, fire rings, and tables as needed.
  - 3. Clean bathroom, showers, and laundry areas daily.
  - 4. Clean sites and fire rings daily.
  - 5. Provide firewood as requested.
  - 6. Contact the Park System Manager for emergencies, accidents, and near misses.
  - 7. Coordination with campground host.

- E. Light-duty buildings and grounds maintenance.
1. To perform summer season routine clean-up and light maintenance on the premises, buildings, and structures including mowing and light repairs.
  2. The structure upon the premises known as the “Trailhead Building” together with such rights of access and uses of grounds adjacent thereto for its operation shall be managed and maintained as follows:  
To perform routine maintenance of the building and grounds to include:
    - a. Cleaning and sweeping of the building floors and exterior porch areas.
    - b. Litter and debris collection and disposal.
    - c. Shovel and salt all entryways as needed.
    - d. Supply expendable products for the general public, events and meetings.
    - e. Vegetation maintenance to include necessary and regular mowing, tree trimming and noxious weed control.
    - f. Dust and clean signage and kiosk areas and glass as needed.
    - g. Clean and disinfect the public bathroom facilities and kitchen weekly and after all events. To include counter tops, cupboards, stove, refrigerator, and sinks.
    - h. Clean any remaining dishes, coffee pots, and surfaces as needed.
    - i. Clean and inspect all tables and chairs after each rental.
    - j. Wash all outside windows at least two times per year.
    - k. Repair any emergency plumbing, hand dryers, and small damages as needed.
    - l. Test emergency lighting and fire extinguishers annually.
    - m. Necessary, routine maintenance of catch basins to ensure the free flow of water as necessary to prevent damage to the facility.
    - n. Provide light maintenance and minor repairs for amenities provided on or near the facility to include drinking fountains and benches, etc.
    - o. Provide for building reservations for the meeting room, kitchen and storage rentals.
    - p. Provide for opening and closing of the outside bathroom doors on a regular basis to meet seasonal needs. If excessive damages occur to the building or facilities within, ICAA will have the right to close the building while it is unoccupied. Notice of this closure will be given to the County in writing.
    - q. Report all vandalism and damages to the Park System Manager.
      - r. The ICAA shall be responsible for the payment of all costs and expenses related to the property management services and hold Itasca County harmless from such expenses except as otherwise set forth herein.

Other  
terms and  
conditions  
:

1. A modification to the Indemnification and Insurance Policy dated April 27, 2010 is approved as a minimum and required as follows: Auto Liability Insurance in the amount of \$1,000,000 combined single limit naming Itasca County as additional insured; and a signed Worker's Compensation Insurance Certificate of Compliance on file.
2. Primary budget source for independent operation of Itasca County Fair is the ICAA. All revenues and expenses related to the activities of the ICAA and its operation of the Itasca County Fair shall be segregated from those relating to services for property management of the Fairgrounds Park required by this Agreement. A separate bank account shall be maintained by ICAA for Itasca County Fair operations.
3. Primary budget source for property management services is the Forest Resource Fund County Park System account 12-610-510. All revenues and expenses related to the activities of the ICAA and its property management services of the Fairgrounds Park shall be segregated from those relating to conduct of the Itasca County Fair. A separate bank account shall be maintained by ICAA for revenues and expenses related to property management services provided under this Agreement
4. To the extent that any term in this attachment conflicts with any contract term or condition, the terms and conditions of the contract shall prevail over the attachment.

jjm

**EXHIBIT A**  
**Fairgrounds Park Property Description 2014**  
**(Quiet Title)**

The East One-half of Southwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty Five West of the Fourth Principal Meridian (E  $\frac{1}{2}$  SW $\frac{1}{4}$  NE  $\frac{1}{4}$ , Sec 16, T55N, R25W)

Parcel ID #: 91-016-1300

AND

The West One-half of the Southwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (W  $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$ , Sec 16, T55 N, R25W)

Parcel ID #91-016-1300

AND

The East One-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (E $\frac{1}{2}$  NE $\frac{1}{4}$  SE $\frac{1}{4}$  NW $\frac{1}{4}$  , Sec 16, T55N, R25W)

Parcel ID #91-016-2401

AND

Lot Fifteen, Park Row, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (Lot 15, Park Row, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID #91-585-4150

AND

Lot Fourteen, Park Row, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (Lot 14, Park Row, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID# 91-585-4150

AND

Lots One and Two, Block One, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (Lot 1 & 2, Block 1, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID# 91-585-0110

AND

The East Two Acres of the West One-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (E 2 Acres  $W\frac{1}{2}$  NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Sec 16, T55N, R25W)

Parcel ID# 91-016-2402

AND

The West Three hundred thirty feet of the East Nine hundred ninety feet of the South Six hundred sixty feet of the Northwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (W 330' of E 990' of S 660' of NW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , Sec 16, T55N, R25W)

Parcel ID# 91-016-1206

AND

The East One-half of the Southeast Quarter of Government Lot One, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (E  $\frac{1}{2}$  of SE  $\frac{1}{4}$  of GL1, Sec 16, T55N, R25W)

Parcel ID# 91-016-2104

AND

The West Half of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter Less the East Nine hundred ninety feet, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian ( $W\frac{1}{2}$  of SW  $\frac{1}{4}$  NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  Less E 990', Sec 16, T55N, R25W)

Parcel ID# 91-016-1207

AND

The South One-half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter, Less the South Two hundred ninety-six and 42 one-hundredths feet of the East Two hundred sixty-four feet, AND Less the West Two hundred sixty-four feet of the South One hundred sixty-five feet of the East Five hundred twenty-eight feet of the of the Northwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian. ( $S\frac{1}{2}$  of  $SE\frac{1}{4}$   $NW\frac{1}{4}$   $NE\frac{1}{4}$ , Less the S. 296.42' of the E. 264' and Less W. 264' of the S. 165' of the E. 528', Sec 16, T55N, R25W)

Parcel ID# 91-016-1204

AND

The West Two hundred sixty-four feet of the South One hundred sixty-five feet of the East Five hundred twenty-eight feet of the Northwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (W 264' of S 165' of E 528' of  $NW\frac{1}{4}$   $NE\frac{1}{4}$ , Sec 16, T55N, R25W)

Parcel ID# 91-016-1204

AND

The South One-half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian ( $S\frac{1}{2}$   $NW\frac{1}{4}$   $NW\frac{1}{4}$   $NE\frac{1}{4}$ , Sec 16, T55N, R25W)

Parcel ID# 91-016-1209

AND

The South Forty-five feet of Lot Three, and all of Lot Four, Block One, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (S 45' of Lot 3, and all of Lot 4, Block 1, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID# 91-585-0130

AND

The East One-half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter, and the West One and One-half acres of the West One-Half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian, Less the West

229 feet of the East One-half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section Sixteen , Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian ( $E\frac{1}{2}$  of  $NW\frac{1}{4}$   $SE\frac{1}{4}$   $NW\frac{1}{4}$  and  $W1\frac{1}{2}$  acre of  $W\frac{1}{2}$   $NE\frac{1}{4}$   $SE\frac{1}{4}$   $NW\frac{1}{4}$ , Sec 16, T55N, R25W Less 229' of  $E\frac{1}{2}$   $NW\frac{1}{4}$   $SE\frac{1}{4}$   $NW\frac{1}{4}$ , Sec 16, T55N, R25W)

Parcel ID# 91-016-2440

AND

The East One and One-half acres of the West three acres of the West One-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian ( $E1\frac{1}{2}$  A of W 3A of  $W\frac{1}{2}$  of  $NE\frac{1}{4}$   $SE\frac{1}{4}$   $NW\frac{1}{4}$ , Sec 16, T55N, R25W)

Parcel ID# 91-016-2403

AND

The North Sixty feet of Lot Three, Block One, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, according to the recorded plat thereof on file and of record in the office of the County Recorder of said county and state. of Section Sixteen, Township Fifty-five North, Range Twenty-five West of the Fourth Principal Meridian (N 60' of Lot 3, Block 1, KEARNEY'S FIRST ADD TO G. RAPIDS, Sec 16, T55N, R25W)

Parcel ID# 91-585-0120

(the "Fairgrounds Parcels")

AND

Any and all lands within said **Fairgrounds Perimeter** said perimeter being described as follows:

A parcel of land located within the Northwest Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, Government Lot 1, the Northeast Quarter of the Southwest Quarter, Block One, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, and Lots 14 and 15 of PARK ROW of KEARNEY'S FIRST ADDITION TO GRAND RAPIDS, all in Section 16, Township 55 North, Range 25 West of the 4<sup>th</sup> Principal Meridian, described as follows:

Commencing at a 1½ inch solid rod marking the north quarter corner of Section 16; thence South 00 degrees 23 minutes 12 seconds West, bearings based upon the Itasca County South Zone Coordinate System, 330.80 feet, to an Itasca County monument marking the north line of the south one-half of the Northwest Quarter of the Northwest Quarter of the

Northeast Quarter and the Point of Beginning; thence North 89 degrees 51 minutes 32 seconds East, along said north line of the South one-half of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter, 661.16 feet, to an Itasca County monument marking the east line of the west one-half of the Northwest Quarter of the Northeast Quarter; thence South 00 degrees 19 minutes 14 seconds West, along said east line of the west one-half of the Northwest Quarter of the Northeast Quarter, 660.56 feet, to an Itasca County monument marking the north line of the south one-half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter; thence North 89 degrees 42 minutes 41 seconds East, along said north line of the south one-half of the Southeast Quarter of the Northwest Quarter of the Northeast Quarter, 661.58 feet, to a ½ inch iron pipe marking the east line of the Northwest Quarter of the Northeast Quarter; thence South 00 degrees 37 minutes 11 seconds West, along said east line of the Northwest Quarter of the Northeast Quarter, 33.20 feet, to an aluminum capped iron pipe LS 19526 marking the north line of the south 296.42 feet; thence South 89 degrees 41 minutes 28 seconds West, along the north line of the south 296.42 feet, a distance of 264.03 feet, to an aluminum capped iron pipe LS 19526 marking the west line of the East 264 feet; thence South 00 degrees 37 minutes 11 seconds West, along the west line of the East 264 feet, a distance of 296.46 feet, to an aluminum capped iron pipe LS 19526 marking the south line of the Northwest Quarter of the Northeast Quarter; thence North 89 degrees 41 minutes 28 seconds East, along the south line of the Northwest Quarter of the Northeast Quarter 264.03 feet, to a capped 1/2 inch iron pipe LS 16459 marking the northeast one-sixteenth corner of said Section 16; thence South 00 degrees 18 minutes 59 seconds West, along the east line of the Southwest Quarter of the Northeast Quarter, 1316.36 feet, to a 1 inch iron pipe marking the center-east one-sixteenth corner of said Section 16; thence South 89 degrees 23 minutes 49 seconds West, along the south line of the Southwest Quarter of the Northeast Quarter, 1325.04 feet, to an iron pipe marking the center quarter of said Section 16; thence South 00 degrees 50 minutes 28 seconds West, along the west line of the Northwest Quarter of the Southeast Quarter, 229.72 feet, to an aluminum capped iron pipe LS 19526, marking the intersection with the easterly extension of the southerly line of Block 1, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS; thence North 89 degrees 35 minutes 51 seconds West, along the southerly line of Block 1 and its easterly extension, 314 feet, more or less, to the shore of Crystal Lake; thence northerly along the shore of Crystal Lake to intersect the west line of Lot 14, PARK ROW, KEARNEY'S FIRST ADDITION TO GRAND RAPIDS; thence North 00 degrees 09 minutes 36 seconds West, along the west line of said Lot 14 a distance of 301 feet, more or less, to an aluminum capped iron pipe LS 19526, marking the south line of the north half of the Southeast Quarter of the Northwest Quarter; thence South 89 degrees 57 minutes 39 seconds West, along the south line of the north half of the Southeast Quarter of the Northwest Quarter, 216.44 feet, to a ½ inch capped iron pipe set by L.S. 13310; thence continuing South 89 degrees 57 minutes 39 seconds West, along the south line of the north half of the Southeast Quarter of the Northwest Quarter, 202.84 feet, more or less, to intersect the east line of the West 229 feet of the East one-half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter (as established by LS 13310); thence North 00 degrees 14 minutes 23 seconds East, along said east line of the West 229 feet of the East one-half of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter, 663.93 feet, to a ½ inch capped iron pipe marking the north line of the Southeast Quarter of the Northwest

Quarter; thence South 89 degrees 46 minutes 58 seconds East, along the north line of the Southeast Quarter of the Northwest Quarter, 438.65 feet, to an Itasca County monument marking the east one-half of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter; thence North 00 degrees 20 minutes 03 seconds East, along the west line of the east one-half of the Southeast Quarter of Government Lot 1, a distance of 662.56 feet, to an Itasca County monument marking the north line of the Southeast Quarter of Government Lot 1; thence South 89 degrees 55 minutes 26 seconds East, along the north line of the Southeast Quarter of Government Lot 1, a distance of 334.61 feet, to an Itasca County monument marking the east line of Government Lot 1; thence North 00 degrees 21 minutes 12 seconds East, along the east line of Government Lot 1, a distance of 331.11 feet, to the Point of Beginning and there terminating.  
(the **“Fairgrounds Perimeter”**)



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, November 15, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2191**

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**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** 10 Minutes

**PRESENTER:** Chair

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**AGENDA ITEM:**

Citizen Input

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**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

|                |                                        |
|----------------|----------------------------------------|
| <b>RESULT:</b> | <b>INFORMATIONAL - NO ACTION TAKEN</b> |
|----------------|----------------------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, November 15, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2636**

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**DEPARTMENT:** Administrative Services

**TIME REQUESTED:** < 5 Minutes

**PRESENTER:** Brett Skyles

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**AGENDA ITEM:**

Approval of Passed Special Legislation

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**BOARD ACTION REQUESTED:**

Adopt the Resolution RE: Approving Laws 2021, First Special Session, Chapter 14, Article 8, Section 9, Relative to Itasca County's Request for Local Option Sales Tax as required under Minnesota Statute Chapter 645.021 and authorize signatures on Certificate of Approval.

**BACKGROUND:**

The County Board previously passed Resolution 2021-4 requesting that the State of Minnesota approve special legislation to impose a Local Sales and Use Tax in the County of Itasca.

Special legislation presented to the 2021 First Special Session of the 92nd Legislature has passed into law as 2021 Minnesota Laws, First Special Session, Chapter 14, Article 8, Section 9 and requires approval by the local government.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**

1. Certificate of Approval of Special Law

|                |                           |
|----------------|---------------------------|
| <b>RESULT:</b> | <b>PULLED FROM AGENDA</b> |
|----------------|---------------------------|



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, November 15, 2022

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**RESOLUTION**

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**RE: APPROVAL OF 2021 LAWS, CHAPTER 6, ARTICLE 2, SECTION 121 AS REQUIRED  
UNDER MINNESOTA STATUTE CHAPTER 645.021**

**WHEREAS**, the County Board previously passed Resolution 2021-4 requesting that the State of Minnesota approve special legislation to impose a Local Option Sales and Use Tax in the County of Itasca, and

**WHEREAS**, the Minnesota State Legislature has enacted a law in the 2021 First Special Session of the 92nd Legislature, as Chapter 14, Article 8, Section 9, and

**WHEREAS**, Minnesota Statute Chapter 645.021, Subd. 2 states, "*A special law shall not be effective without approval of the local government unit or units affected...approval shall be by resolution adopted by a majority vote of all members of the governing body of the unit unless another method of approval is specified by the particular special law.*"

**NOW THEREFORE BE IT RESOLVED**, that Itasca County followed the process in Minnesota Statute Chapter 297A.99, submitted the question to voters on November 8, 2022, and vote totals were: Yes 12,474; No 8,189.

**BE IT FURTHER RESOLVED**, that Itasca County shall promptly file with the Minnesota Secretary of State the Certificate of Approval required by Minnesota Statute 645.0121, Subd. 3.

**CERTIFICATE OF APPROVAL OF SPECIAL LAW  
BY GOVERNING BODY**

(Pursuant to Minnesota Statutes, 645.02 and 645.021)

**STATE OF MINNESOTA**

County of Itasca County

**TO THE SECRETARY OF STATE OF MINNESOTA:**

PLEASE TAKE NOTICE, That the undersigned chief clerical officer of Itasca County DOES HEREBY CERTIFY, that in compliance with the provisions of Laws 2021, First Special Session, Chapter 14, Article 8, Section 9, requiring approval by a majority of the governing body of said governmental unit before it becomes effective, the Itasca County Board of Commissioners at a meeting duly held on November 15, 2022 by Resolution 2022-\_\_\_ did approve said Laws 2021, First Special Session, Chapter 14, Article 8, Section 9 by a \_\_\_ to \_\_\_ majority vote of all board members thereof (Ayes \_; Nays \_; Absent \_) and the following additional steps, if any, required by statute were taken:

The County followed process in 297A.99; submitted question to voters on November 8, 2022; vote totals were: Yes 12,474; No 8,189.

A copy of Resolution 2022-\_\_\_ is hereto annexed and made part of this Certificate by reference.

Signed: \_\_\_\_\_

Brett Skyles  
County Administrator  
Itasca County



**ITASCA COUNTY  
BOARD OF COMMISSIONERS**

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

Tuesday, November 15, 2022

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**REQUEST FOR BOARD ACTION: RBA-2022-2638**

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**DEPARTMENT:** Environmental Services

**TIME REQUESTED:** 10 Minutes

**PRESENTER:** Andy Arens

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**AGENDA ITEM:**

Mississippi River - Grand Rapids Comprehensive Watershed Management Planning Memorandum of Agreement

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**BOARD ACTION REQUESTED:**

Adopt the Mississippi River - Grand Rapids Memorandum of Agreement (MOA), and appoint primary and secondary voting members to the Policy Committee.

**BACKGROUND:**

The Itasca SWCD, along with SWCD and County partners in Aitkin, Cass, Carlton, and St Louis Counties, have received a Board of Water and Soil Resources (BWSR) grant to develop a comprehensive watershed management plan for the Mississippi River – Grand Rapids watershed. Each of the ten County and SWCD Boards are now being asked to adopt the Mississippi River - Grand Rapids Memorandum of Agreement (MOA), and appoint primary and secondary voting members to the Policy Committee. The MOA document outlines the conditions and partner roles of the granted watershed planning process.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**

1. Itasca County MOA UMGR Watershed Partnership Draft

11/15/2022

|                |                                |                                 |
|----------------|--------------------------------|---------------------------------|
| <b>RESULT:</b> | <b>RECOMMENDED FOR CONSENT</b> | <b>NEXT: 11/22/2022 2:30 PM</b> |
|----------------|--------------------------------|---------------------------------|

## MEMORANDUM OF AGREEMENT

This Agreement (Agreement) is made and entered into by and between:

The Counties of Aitkin, Carlton, Cass, Itasca and St. Louis by and through their respective County Board of Commissioners, and The Aitkin, Carlton, Cass, Itasca, N. St. Louis and S. St. Louis Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors

Collectively referred to as the "Parties."

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

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

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

**WHEREAS**, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities:

**WHEREAS**, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan*.

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. **Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Mississippi River-Grand Rapids Watershed. The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the Plan. Parties signing this Agreement will be collectively referred to as Mississippi River-Grand Rapids Watershed Collaboration.
2. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the plan by all parties unless canceled according to the provisions of this Agreement or earlier terminated by law.

3. **Adding Additional Parties:** A qualifying party desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to a date that is six months from the BWSR One Watershed, One Plan Planning Grant Agreement execution. The party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement.
5. **General Provisions:**
  - a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
  - b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.
  - c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity’s records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the Agreement shall be subject to the Minnesota Government Data Practices Act. At the time this Agreement expires, all records will be turned over to Todd County for continued retention.
  - d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
  - e. **Extension:** The Parties may extend the termination date of this Agreement upon Agreement by all Parties.

- f. **Amendment of Memorandum of Agreement:** This MOA may be amended by recommendation of the Advisory Committee and approval of the amendment(s) by the Policy Committee with final Approval by the Aitkin, Carlton, Cass, Itasca, and St. Louis County Boards of Commissioners and Aitkin, Carlton, Cass, Itasca, N. St. Louis and S. St. Louis Soil and Water Conservation District Supervisors.

6. **Administration:**

- a. **Establishment of Committees for Development of the Plan.** The Parties agree to designate one representative, who must be an elected or appointed member of the governing board, to a Policy Committee for development of the watershed-based plan and may appoint one or more technical representatives to a Technical Advisory Committee for development of the plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.
  - i. The Policy Committee will meet as needed to decide on the content of the plan, serve as a liaison to their respective boards, and act on behalf of their Board. Each representative shall have one vote.
  - ii. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.
  - iii. The Policy Committee will establish bylaws within 90 days of the execution of the Memorandum of Agreement to describe the functions and operations of the committee(s).
  - iv. The Steering Committee will be comprised of staff from local agencies formally participating in 1W1P by signing the MOA and BWSR staff acting as advisors. The Steering Committee will provide the logistical organization of the planning process and associated meetings. They may make recommendations to the Technical Advisory Committee and to the Policy Committee.
  - v. The Technical Advisory Committee will meet monthly or as needed to assist and provide technical support and make recommendations to the Policy Committee on the development and content of the plan.
- b. **Submittal of the Plan.** The Policy Committee will recommend the plan to the Parties of this Agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each party, the Policy Committee will submit the watershed-based plan jointly to BWSR for review and approval.
- c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

7. **Fiscal Agent:** Itasca SWCD will act as the fiscal agent for the purposes of this Agreement and agrees to:
  - a. Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan.
  - b. Perform financial transactions as part of grant agreement and contract implementation.
  - c. Annually provide a full and complete audit report.
  - d. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
  - e. Retain fiscal records consistent with the agent's records retention schedule until termination of the Agreement (at that time, records will be turned over to the Board of Water Soil Resources).
8. **Grant Administration:** Itasca SWCD will act as the grant administrator for the purposes of this Agreement and agrees to provide the following services:
  - a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact for the *One Watershed, One Plan* Grant Agreement and being responsible for BWSR reporting requirements associated with the grant agreement.
  - b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.
9. The following parties agree to provide the following services:
  - a. Grant Administration/Fiscal Agent: Itasca SWCD
  - b. Policy and Advisory Committee Coordination: Itasca SWCD
  - c. Outreach Coordinator: Aitkin SWCD
  - d. Public Notice Requirements: Itasca SWCD

In the event of a vacancy of the above listed roles, the party responsible for the role will determine if there is adequate capacity within the organization to fulfil the listed role. If it is determined by the partner agency they no longer have capacity and would like to relinquish their duties they must inform the Steering Committee. The Steering Committee will then reassign the service to another party with the capacity to fulfil the grant agreement.

10. **Multiple Counterparts:** The Parties may sign multiple counterparts of this Agreement. Each signed counterpart shall be deemed an original, but all of them together represent the same Agreement.
11. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

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

PARTNER: Itasca County

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
County Administrator Date

**APPROVED AS TO FORM**

BY: \_\_\_\_\_  
County Attorney Date

## Attachment A

Mississippi River- Grand Rapids Watershed Planning Boundary Hydrologic Unit Code (07010103)

