ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, February 28, 2023 | 2:30 PM | Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	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 Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 21, 2023 County Board Work Session.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

V. CONSENT AGENDA

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

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

1. Approve 2023 Setup Liquor Licenses for the following establishments: Deer Lake Charlie's LLC, Dixon Lake Resort LLC and Wilderness Wedding Barn.
2. Approve the Coronavirus Response and Relief Supplemental Appropriations Act (CAA) - Home and Community Based Services Federal Medical Assistance Percentage (FMAP) contract with DHS and authorize signature of the County Board Chair.
3. Approve the 2023-2026 Microsoft Enterprise Agreement renewal at the G5 tier.

4. Authorize the County Engineer to enter into a Professional Technical Services Contract with WSB & Associates, Inc., to provide right of way acquisition services for the CSAH 7 reconstruction project (SAP #031-607-030: approximately from CSAH 59 to CSAH 8) and authorize the County Engineer to execute the contract documents.
5. Authorize the Itasca County Transportation Department to acquire Highway Easement across State Lands for State Aid Project #031-607-030.
6. Approve of the Disposition of Obsolete Road and Bridge Equipment through Hansen Auction Group.
7. Award Bituminous Contract 60413 which includes bituminous projects SAP 031-604-013 CSAH 4, SAP 031-692-002 CSAH 92, CP 2023-04 County Road 427 and CP 2023-05 County Road 432 to the lowest responsible bidder, Hawkinson Construction Co, in the amount of $3,129,023.33 and authorize the required signatures on the contract documents.
8. Authorize the County Engineer to enter into a professional service contract with Bolton & Menk to provide bridge design services for a bridge replacement on CSAH 17, over Pokegama Lake, and authorize the County Engineer to execute the contract documents.
9. Authorize the County Engineer to enter into a professional service contract with Widseth Smith Nolting & Associates, Inc. to provide bridge design services for a bridge replacement on CSAH 80 over BNSF rail line and authorize the County Engineer to execute the contract documents.
10. Award 2023 Site Preparation Contract to Future Forests Inc. in the amount of $55,675.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.
11. Award 2023 Tree Planting Contract to Superior Forestry Service Inc. in the amount of $25,690.09 to be paid from Forest Resources Fund 12 and authorize necessary signatures.
12. Award contract for the 2023 Balsam Creek Bridge Replacement and Trail Improvement project to the lowest responsible bidder, Northland Constructors of Duluth, in the amount of $276,350.00 and authorize necessary signatures.
13. Approve submission of the 2023 Polaris Grant Application for $10,000, and authorize necessary signatures if awarded.
14. Authorize the Probation Department to apply for the Remote Electronic Alcohol Monitor (REAM) Grant and authorize signature of the County Board Chair for acceptance of the grant, if awarded.
15. Approve and authorize signatures for legal services for defense representation in Itasca County Wellness Court.

VI. REGULAR AGENDA

1. Citizen Input

   Citizen input from John Ferlaak, Aron Schnaser, Frieda Hall, Gail Otteson, Michaek Goldberg, Tarry Edington were read into the record and citizen input was provided by Randy Olson, Pam Dowell, Valerie Conner, Rick Blake, Rebeka Zemansky, Barry Feld, Kathleen Blake, Bernadine Joselyn, Brad Jones, Mike Albers, Steve Briggs, Steve Lavalier, Amy Savala, and Rev. Jason Schueler regarding the County Board's action to adopt Resolution 2023-12 Re: Second Amendment Dedicated County on February 21, 2023.

RECESS

Chair Ives recessed the meeting at 3:17 PM.

RECONVENE

Chair Ives reconvened the meeting at 3:23 PM, with all members present.

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

Congratulations to Marnie Chupurdia who has accepted a promotion from Emergency Communications Specialist to Emergency Communications Coordinator, Sheriff Department effective February 19, 2023.

Congratulations to David Jacobson who has accepted a promotion from Administrative Support to Assistant Veteran Services Officer, Veteran Services Department effective February 19, 2023.

Congratulations to Kai Ritter who has accepted a promotion from Medical Support Specialist to Lead Medical Support Specialist in IMCare Division, Health & Human Services Department effective February 13, 2023.

Farewell to Jodi Winkels whose last day as a Social Worker, Family Services Division, HHS Department will be March 3, 2023 (last day in office February 17, 2023) after 5+ years of service.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of March 3, 2023, in the amount of $728,039.52.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

4. ICHHS Warrants
Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for February 2023, in the amount of $1,424,266.09.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

5. County Based Purchasing (IMCare) Division Update/Presentation
Steve Gottwalt, Executive Director of Minnesota Association of County Health Plans (MACHP), provided a presentation regarding County Based Purchasing.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

6. MIS Department Update
IT Director Chris Gunderson provided an annual update regarding the state and activities of the MIS Department.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

7. MN DNR Heritage Forest Project
Motion To: Approve a letter of support for MN DNR Forest Heritage Project acquisition of The Conservation Fund lands in Itasca County.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

8. 2022 Itasca SWCD AIS Program Report
Itasca County Aquatic Invasive Species (AIS) Coordinator Bill Grantges provided an Itasca County AIS Program Update for 2022.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. COMMISSIONER COMMENTS

Commissioners Venema, Johnson, and Snyder provided comments in recognition of the citizen input provided and they acknowledged future improvements on process.

Commissioner Smith provided comment regarding the need for applications to fulfill a vacancy on the Extension Committee, as well as a recent meeting with Kootasca Community Action.

Commissioner Ives provided comment regarding his recent attendance of labor negotiations, participation in drafting letters regarding the Huber Project, and the upcoming Land Classification Committee meeting scheduled for March 7, 2023 at 10 AM in the Boardroom of the Itasca County Courthouse.

RECESS

Chair Ives recessed the meeting at 4:36 PM.

RECONVENE

Chair Ives reconvened the meeting at 4:45 PM, with all members present.

VIII. CLOSED SESSIONS

1. Closed Litigation Session – Attorney-Client Privilege

Motion To: Go into Closed Session pursuant to Minn. Stat. §§ 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minn. Stat. § 595.02, Subd. 1(b), to consult with its attorney in reference to attorney-client privilege information relative to case 31-CV-20-2149.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Others Present: County Auditor/Treasurer Austin Rohling, MCIT Appointed Attorney Jessica Schwie, 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 Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

IX. ADJOURN

Chair Ives adjourned the meeting at 5:38 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board

February 28, 2023

Chair:

PULL: None

ADDITIONS: None

CHANGES: None

INFORMATIONAL:

1. Item #5.12 – Additional Information
2. Item #6.1 – Additional Information
3. Item #6.6 – Additional Information

ITASCA COUNTY
BOARD OF COMMISSIONERS

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123 NE 4th Street
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Tuesday, February 21, 2023 | 2:30 PM | Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:35 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:35 PM
Terry Snyder	District #2	Present	2:35 PM
John Johnson	District #3	Present	2:35 PM
Burl Ives	District #4	Present	2:35 PM
Casey Venema	District #5	Present	2:35 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Items #6.2 (Legislative Conference Call), #6.3 (Presentation of Handcrafted Memorial Flag in Honor of Deputy Sheriff Jayme Williams), #6.5 (Towards Zero Death (TZD) Update), and Item #10.1 (Closed Litigation Session - Attorney-Client Privilege); add Items #6.9 (Approval of Contract for Defense Counsel - Wellness Court), #6.10 (Second Amendment Dedicated County Resolution), and #6.11 (Special Legislation for Sale of Tax-Forfeited Land to MagIron LLC); and approve the agenda, as amended.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, February 14, 2023 County Board Regular Session.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve 2023 Setup Liquor Licenses for the following establishments: Deer Lake Charlie's LLC, Dixon Lake Resort LLC and Wilderness Wedding Barn.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/28/2023 2:30 PM**

2. Approve the Coronavirus Response and Relief Supplemental Appropriations Act (CAA) - Home and Community Based Services Federal Medical Assistance Percentage (FMAP) contract with DHS and authorize signature of the County Board Chair.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/28/2023 2:30 PM**

3. Authorize the County Engineer to enter into a Professional Technical Services Contract with WSB & Associates, Inc., to provide right of way acquisition services for the CSAH 7 reconstruction project (SAP #031-607-030: approximately from CSAH 59 to CSAH 8) and authorize the County Engineer to execute the contract documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/28/2023 2:30 PM**

4. Authorize the Itasca County Transportation Department to acquire Highway Easement across State Lands for State Aid Project #031-607-030.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/28/2023 2:30 PM**

5. Approve of the Disposition of Obsolete Road and Bridge Equipment through Hansen Auction Group.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/28/2023 2:30 PM**

6. Award Bituminous Contract 60413 which includes bituminous projects SAP 031-604-013 CSAH 4, SAP 031-692-002 CSAH 92, CP 2023-04 County Road 427 and CP 2023-05 County Road 432 to the lowest responsible bidder, Hawkinson Construction Co, in the amount of $3,129,023.33 and authorize the required signatures on the contract documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/28/2023 2:30 PM**

7. Authorize the County Engineer to enter into a professional service contract with Bolton & Menk to provide bridge design services for a bridge replacement on CSAH 17, over Pokegama Lake, and authorize the County Engineer to execute the contract documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/28/2023 2:30 PM**

8. Authorize the County Engineer to enter into a professional service contract with Widseth Smith Nolting & Associates, Inc. to provide bridge design services for a bridge replacement on CSAH 80 over BNSF rail line and authorize the County Engineer to execute the contract documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/28/2023 2:30 PM**

9. Award 2023 Site Preparation Contract to Future Forests Inc. in the amount of $55,675.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/28/2023 2:30 PM**

10. Award 2023 Tree Planting Contract to Superior Forestry Service Inc. in the amount of $25,690.09 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/28/2023 2:30 PM**

11. Award the 2023 Balsam Creek Bridge Replacement and Trail Improvement Project Contract to the lowest responsible bidder, for the estimated amount of and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/28/2023 2:30 PM**

12. Approve the Grant Application form for the submission of the 2023 Polaris Grant Application for an additional $10,000 that will go towards the replacement of the Balsam Creek Bridge and Trail Improvement on the Delbert Brandstrom Snowmobile Trail and Balsam ATV/OHM Trail.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/28/2023 2:30 PM**

13. Authorize the Probation Department to apply for the Remote Electronic Alcohol Monitor (REAM) Grant and authorize signature of the County Board Chair for acceptance of the grant, if awarded.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/28/2023 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
W.D. (Bill) Hamm provided citizen input regarding his support to end open carry.

10. Second Amendment Dedicated County Resolution
Motion To: Adopt the Resolution Re: Second Amendment Dedicated County.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

RECESS
Chair Ives recessed the meeting at 3:29 PM.

RECONVENE
Chair Ives reconvened the meeting at 3:38 PM, with all members present.

4. IRC Leased Space Update
Health and Human Services Director Eric Villeneuve provided information regarding potential uses for the space that will be vacated by Kootasca and ISD 318 when their lease agreements expire in June 2023, as well as information regarding internal space needs.

RESULT: INFORMATIONAL - NO ACTION TAKEN

6. Microsoft Enterprise Agreement Renewal Options
IT Director Chris Gunderson provided information regarding options for the 2023-2026 Microsoft Enterprise Agreement renewal.

It was the consensus of the County Board to consider renewing the triennial Microsoft Enterprise Agreement at the G5 tier.

RESULT: RECOMMENDED FOR CONSENT NEXT: 02/28/2023 2:30 PM

7. Incident Response Planning Contract
IT Director Chris Gunderson provided information regarding the request to authorize the IT Director to sign a contract with FRSecure to obtain Incident Response Planning Services.

It was the consensus of the County Board to direct staff to acquire three (3) bids for Incident Response Services before bringing the request back for approval.

RESULT: INFORMATIONAL - NO ACTION TAKEN

8. MN DNR Heritage Forest Project
Land Commissioner Kory Cease and Minnesota Department of Natural Resources (DNR) representative Wes Bellanger provided information regarding the request to approve providing a letter of support for the Minnesota DNR Forest Heritage Project acquisition of The Conservation Fund lands in Itasca County.

It was the consensus of the County Board to direct staff to provide a draft letter of support for review.

RESULT: RECOMMENDED FOR REGULAR NEXT: 02/28/2023 2:30 PM

9. Approval of Contract for Defense Counsel

County Attorney Matti Adam provided information regarding the request to approve and authorize signatures for legal services for defense representation in the Itasca County Wellness Court.

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/28/2023 2:30 PM**

11. Special Legislation for Sale of Tax-Forfeited Land to MagIron LLC

Motion To: Adopt the Resolution Re: Seeking Special Legislation to Sell a Tax-Forfeited Parcel to MagIron LLC, which would allow sale of the Northwest Quarter of the Southeast Quarter (NW SE), Section 25, Township 56, Range 25, West of the Fourth Principal Meridian, containing approximately 40.54 acres, known as parcel #02-025-4200.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

VII. COMMITTEE REPORTS

Commissioner Venema reported on his attendance at a recent Arrowhead Economic Development Agency (AEOA) Board meeting.

Commissioner Johnson reported on his attendance at a recent Arrowhead Regional Development Commission (ARDC) meeting.

Commissioner Snyder reported on his attendance at recent Itasca County Township Association (ICTA) and Hwy 38 Leadership Board meetings.

Commissioner Ives reported on his attendance at recent Itasca Economic Development Corporation (IEDC) Board and Union Negotiation meetings.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

Commissioners Smith and Ives provided comment regarding recent communications regarding logging and the Huber project.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 5:03 PM.

ATTEST

Burl Ives	Brett Skyles
Chair of the County Board	Clerk of the County Board

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2916

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Deb Davis

AGENDA ITEM:
2023 Set-Up Liquor Licenses

BOARD ACTION REQUESTED:
Approve 2023 Setup Liquor Licenses for the following establishments: Deer Lake Charlie's LLC, Dixon Lake Resort LLC and Wilderness Wedding Barn.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/21/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/28/2023 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2931

DEPARTMENT: Health & Human Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Becky Lauer

AGENDA ITEM:
Itasca County CAA-FMAP Contract with DHS

BOARD ACTION REQUESTED:
Approve the Coronavirus Response and Relief Supplemental Appropriations Act (CAA) - Home and Community Based Services Federal Medical Assistance Percentage (FMAP) contract with DHS and authorize signature of the County Board Chair.

BACKGROUND:
Additional funding became available through CAA-FMAP to enhance mobile crisis services in MN counties. Itasca County applied for this funding to expand our crisis program and provide 24/7 crisis services.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. CAA-FMAP contract

02/21/2023

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/28/2023 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Minnesota Department of Human Services
County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and Itasca County, an independent grantee, not an employee of the State of Minnesota, located at 1209 SE 2nd Ave, Grand Rapids, MN 55744 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and sections 256B.0944 (Children's Mental Health Crisis Response Services), and 256B.0624 (Adult Mental Health Crisis Response Services), and Chapter 245I (Mental Health Uniform Service Standards), has authority to enter into contracts for the following services: to enhance, expand, and strengthen Mobile Crisis Services, to support 24-hour mobile crisis lines, and increase capacity to take more calls.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **July 1, 2022**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **March 31, 2024**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

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1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties in accordance with **Attachment A**, Work Plan, which is attached and incorporated into this CONTRACT. In addition to Attachment A, COUNTY shall perform as follows:

Home and Community Based Services Federal Medical Assistance Percentage (HCBS-FMAP) Deliverables:

A. COUNTY must use HCBS-FMAP funding to enhance, expand, and strengthen existing mobile crisis services.
B. COUNTY must ensure continued access to 24/7 mobile crisis services including phone screening. If COUNTY does not currently provide 24/7 mobile crisis services, COUNTY must develop a work plan and submit the work plan to STATE that:
    i. outlines how COUNTY will increase their capacity to offer 24/7 mobile crisis services;
    ii. upon approval, COUNTY must implement work plan and provide quarterly progress updates.

Excluded Activities

A. COUNTY must ensure that these funds do not duplicate or supplant services.
B. COUNTY must ensure these funds do not provide or purchase rapid access psychiatry slots.
C. COUNTY must ensure these funds are not used for any children's mobile crisis services.

Coronavirus Response and Relief Supplement Appropriations Act (CAA) Mental Health Block Grant (MHBG) Deliverables:

A. COUNTY must use CAA funding to provide mobile crisis services to adults and children who are experiencing a mental health crisis exacerbated by COVID-19.
B. COUNTY may use these funds in one or more of the following ways:
    i. COUNTY may use these funds to provide additional training to their mobile crisis staff to ensure crisis responders are able to provide services to adults and children who are experiencing a mental health crisis
    ii. COUNTY may use these funds to provide clients access to rapid access psychiatry by pre-purchasing appointment slots to ensure same-day or next day appointments
    iii. COUNTY may use these funds to purchase new and updated technology and related equipment for staff to have better access to resources and information while providing mobile crisis services and to improve the ability for mobile crisis teams to provide telehealth services.
    iv. COUNTY may use these funds to ensure reimbursement of mileage and cover the costs of keeping appropriate staff members on-call.
    v. COUNTY may use these funds to provide community outreach and training; including outreach, wellness and suicide prevention tools.
    vi. COUNTY may use these funds to provide additional access to crisis services for individuals who are uninsured and underinsured, this can include residential crisis bed costs, if not otherwise covered by client's insurance.

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vii. COUNTY may use these funds to hire, train, increase pay, provide staff incentives, and retention bonuses for staff members who provide direct service or supportive administrative services for the mobile crisis team.

2.2. Grant Progress Reports.

COUNTY shall submit grant progress reports to the STATE on a quarterly basis. Grant progress reports shall summarize activities and outcomes for the given period, and may include, but are not limited to: goals, objectives, activities, outcomes, challenges, lessons learned and financial information. COUNTY shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format:

Due Date:	**For service period:**
April 30	Prior quarter
July 31	Prior quarter
October 31	Prior quarter
January 31	Prior quarter

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT (MN.IT) Accessibility Standards, as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.

$57,224.00 is CAA MHBG funds and is available upon Contract execution date through June 30, 2023. COUNTY will have the opportunity to move unexpended CAA MHBG funds at the end of FY23 to use through March 14, 2024 subject to STATE approval.

DRAFT

$134,220.00 is HCBS-FMAP SFY22 and SFY23 funds and is available upon Contract execution date through June 30, 2023. COUNTY will have the opportunity to move unexpended HCBS-FMAP funds at the end of FY23 to use through March 31, 2024 subject to STATE approval.

$50,800.00 is HCBS-FMAP SFY24 funds and is available July 1, 2023 through March 31, 2024.

2. Budget Modification.
   a. COUNTY must obtain STATE written approval before changing any part of the budget.
   b. Notwithstanding Clause 20.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
   c. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the Commissioner's Plan.[1] COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **two hundred forty two thousand two hundred forty four dollars** (**$242,244.00**).

d. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. Invoices. Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: **quarterly**. If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

b. Federal funds. (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data

[1] https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp

elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award.

Pass-through requirements. COUNTY acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, COUNTY may be subject to certain compliance obligations. COUNTY can view a table of these obligations in the Health and Human Services Grants Policy Statement,[2] Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and COUNTY agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements).[3]

1. *COUNTY's Name*: Itasca County (Must match the name associated with the Unique Entity Identifier.)
2. *COUNTY's Unique Entity Identifier (UEI)*: NHLFNZ9GKFA8 Effective April 4, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match GRANTEE's name.
3. *Federal Award Identification Number (FAIN)*: B09SM083980
4. *Federal Award Date*: 03/11/2021 (The date of the award to the MN Dept. of Human Services.)
5. *CONTRACT (subaward) Period of Performance*: Start date: **See section 1.1 above.** End date: **March 14, 2024.**
6. *CONTRACT (subaward) Budget Period Start and End Date*: July 1, 2022 – June 30, 2023.
7. *Amount of federal funds obligated to COUNTY (subrecipient) in this CONTRACT*: **$** 57,224.00
8. *Total amount of federal funds committed to the COUNTY (subrecipient), including this CONTRACT:* **$** 57,224.00
9. *Total Amount of the Federal Award from which the funds to the CONTRACTOR (subrecipient) are drawn:* **$**12,518,067
10. *Federal Award Project description:* This Notice of Award (NoA) provides COVID emergency relief funding for the Community Mental Health Services (MHBG) Block Grant Program, in accordance with the Coronavirus Response and Relief Supplement Appropriations Act, 2021 [P.L. 116-260]. The awarded funds must be used for activities consistent with the MHBG program requirements
11. *Name*:
    A. Federal Awarding Agency: Dept. of Health and Human Services – Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Mental Health Services

[2] https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf
[3] https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf

B. MN Dept. of Human Services (DHS)
C. Contact information of DHS's awarding official: Jodi Harpstead

12. *Assistance ListingsNumber & Name* (formerly known as CFDA No.)*:* **93.958**, **Block Grants for Community Mental Health Services**

13. *Is this federal award related to research and development?:* ☐ Yes ☒ No

14. *Indirect Cost Rate for this federal award is:* N/A (including if the *de minimis* rate is charged.)

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;

b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;

c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);

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d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY's Duties; and/or

e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Jenna Beeson-Brevig** or successor. Phone and email: **651-431-3442, Jenna.Beeson.Brevig@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

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7.2. County. COUNTY's Authorized Representative is **Burl Ives** or successor. Phone and email: **218-327-7363, burl.ives@co.itasca.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Eric Villeneuve** or successor. Phone and email: **218-327-2941, eric.villeneuve@co.itasca.mn.us**.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.

b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs,

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negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.

b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the

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infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

d. Federal license granted. If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

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

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT.

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of $5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this

CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving $750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9,

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subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.

b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing

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the Minnesota Department of Administration's Suspended/Debarred Vendor Report. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

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Signature Page Follows

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By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. **STATE ENCUMBRANCE VERIFICATION**
Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By:_____

Date:_____

Contract No:_____

2. **COUNTY**

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By:_____

Title:_____

Date:_____

3. **STATE AGENCY**

By (with delegated authority):_____

Title:_____

Date:_____

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative

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Attachment A

WORK PLAN / SCHEDULE OF TASKS AND DELIVERABLES

HCBS-FMAP Work Plan (adults only): The funds must enhance, expand and strengthen HCBS under the Medicaid program to support and staff 24-hour mobile crisis lines and increase capacity to take more calls. These funds must be used to supplement, not supplant, existing state funds expended for Medicaid HCBS.

HCBS FMAP FY22 and FY23 funds will be available upon Contract execution date through June 30, 2023. COUNTY will have the opportunity to move unexpended funds at the end of FY22 and FY23 to use through March 31, 2024 subject to STATE approval. The following tasks and deliverables are applicable through the contract period and only apply to HCBS FMAP funds.

FY22 funds

Objective	Description of Tasks and Deliverables	Role Responsible	Due Date
Describe how these funds will enhance, expand and strengthen access to crisis services.	By conducting a county wide, coordinated access campaign targeting Diversity, Equity, and Inclusion (DEI) population that strengths their knowledge of the accessibility to Mobile Crisis Response (MCR) services and brings the door to them.	Cre Larson	June 30, 2023 with continuation to 3/31/24, with STATE approval
Describe how these funds will support counties or tribes to staff 24-hour mobile crisis lines and increase capacity to take more calls.	By allowing a reduction in repetitive / frequent callers in need of service. This project allows MCR clients of low income or limited household to have access to Evidence Based practice (EBP) tools on a no cost loan agreement (recommended by MCR) as part of their recovery plan. By providing the tools (Tools include but are not limited to- Alpha Stem, Bio Matts, Heat monitors, sound machines- as listed in the budget narrative) we can reduce the time spend with each client who calls in repetitively and thus free up call time for new callers.	Cre Larson	June 30, 2023 with continuation to 3/31/24, with STATE approval
Describe how these funds will supplement and not supplant existing state funds expended for Medicaid HCBS.	There is no current HCBS funding to support this proposed approach to expanding services or supporting access. These funds will supplement current Mobile Crisis State Funding in this workplan area.	N/A	N/A

FY23 funds

Objective	Description of Tasks and Deliverables	Role Responsible	Due Date
Describe how these funds will enhance, expand and strengthen access to crisis services.	The community education sessions proposed within this work plan are designed to educate community members at large on the identification of MH distress and Crisis so they are better able to aid the resident in distress to the Crisis Services. They will be educated about access points, aiding those in distress to these access points and keeping them safe until the access occurs. This education essentially turns them into traffic directors to access service point in our community. The tasks are to reach community members and veteran residents through this education program. Deliverables: 4 education sessions will occur to educate 120 residents on crisis access points and services, 1- suicide safer community / crisis access point education conference will be held with 100 attendee's, and 24 Veteran Specific Battle Buddy Education Sessions will occur within the Veteran meeting centers in Itasca County.	Exec Director, FCFH VCRT Lead Staff (2) FCFH Admin Staff (1)	June 30, 2023 with continuation to 3/31/24, with STATE approval
Describe how these funds will support counties or tribes to staff 24-hour mobile crisis lines and increase capacity to take more calls.	The staffing of the Community Education Coordinator is designed to conduct outreach into the Itasca County area (including the Leech Lake Reservation) to educate the community regarding the appropriate use of the 24-hour crisis services and availability, and to also through this education recruit additional team members that will result in the increased capacity to take more crisis calls. This coordinator will be designated at 1 -PTE working 1384 hours during this grant period. Deliverables: Community Partner Education Outreach will be conducted within every agency, business, church, gun club, etc in our county (as outlined in our Itasca County Quad Map).	Exec Director, FCFH Community Education Coordinator	June 30, 2023 with continuation to 3/31/24, with STATE approval
Describe how these funds will supplement and not supplant existing state funds expended for Medicaid HCBS.	Currently these education services are not available nor being provided within Medicaid HCBS or any other State or County fund within our county. These services will greatly strengthen our access points to Crisis Services for our residents. Educational outreach efforts, D-boards, E-Boards, Banners and school educational assemblies will reach a population not currently knowledgeable about Access to Crisis Services in our county.	Community Education Coordinator	June 30, 2023 with continuation to 3/31/24, with STATE approval

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FY24 Funds: Available from July 1, 2023-March 31, 2024

Objective	Description of Tasks and Deliverables	Role Responsible	Due Date
Describe how these funds will enhance, expand and strengthen access to crisis services.	By conducting a county wide, coordinated access campaign targeting DEI population that strengths their knowledge of the accessibility to MCR services and brings the door to them.	Cre Larson	03/31/2024
Describe how these funds will support counties or tribes to staff 24-hour mobile crisis lines and increase capacity to take more calls.	By allowing a reduction in repetitive / frequent callers in need of service. This project allows MCR clients of low income or limited household to have access to EBP tools on a no cost loan agreement (recommended by MCR) as part of their recovery plan. By providing the tools (Tools include but are not limited to- Alpha Stem, Bio Matts, Heat monitors, sound machines- as listed in the budget narrative) we can reduce the time spend with each client who calls in repetitively and thus free up call time for new callers.	Cre Larson	03/31/2024
Describe how these funds will supplement and not supplant existing state funds expended for Medicaid HCBS.	There is no current HCBS funding to support this proposed approach to expanding services or supporting access. These funds will supplement current Mobile Crisis State Funding in this work plan area.	N/A	N/A

DRAFT

MHBG CAA Work Plan (adults and children): The funds are available to provide services to adults and children who are experiencing a mental health crisis, exacerbated by COVID-19.

CAA MHBG funds will be available upon Contract execution date through June 30, 2023. COUNTY will have the opportunity to move unexpended CAA MHBG funds at the end of FY23 to use through March 14, 2024 subject to STATE approval.

Objective	Description of Tasks and Deliverables	Role Responsible	Due Date
Describe how these funds will enhance, expand and strengthen access to crisis services.	T4T (training for trainers) Educational Training for our (8) staff will allow us to saturate our county with educational sessions for community members regarding the identification of MH distress and Crisis so they are better able to aid the resident in distress to the Crisis Services. They will be educated about access points, aiding those in distress to these access points and keeping them safe until the access occurs. Task: Staff will attend the T4T educational Training by end of grant cycle. Deliverables: 8 staff will complete educational training and receive certifications allowing them to spread the T4T Training county wide to community members at large.	CRT Staff VCRT Staff Exec Director, FCFH FCFH Admin	6/30/23
Describe how these funds will support counties or tribes to staff 24-hour mobile crisis lines and increase capacity to take more calls.	The PsychArmor Training of all Mobile Crisis Team staff will increase the capacity of our team to engage and serve veterans who are in crisis. Currently the VCRT (Veteran crisis response team) is the only team qualified to serve this population. This Team training will increase the capacity, using EBP, to serve veterans and veteran service member families in Itasca County. The purchase of Yoga Laptops with Built in Hotspots will increase the capacity of our team to work efficiently within the County and within homes of those residents in crisis, thus reaching those in crisis where they are at. Task: Purchase of Lap Tops for CRT's, Deliverables: Staff facilitating remote care of residents in crisis	28 MCR team members VCRT Staff Exec Director, FCFH FCFH IT	6/30/23
Describe how these funds will supplement and not supplant existing state funds expended for Medicaid HCBS.	Currently these education services are not available nor being provided within Medicaid HCBS or any other State or County fund within our county. This programming is new to our county and vastly overdue. Serving the Veteran Population in Itasca County is a priority area for our Crisis Response Team.	N/A	6/30/23

DRAFT

Attachment B

BUDGET SUMMARY		BUDGET SUMMARY		BUDGET SUMMARY		PROJECT TOTAL
HCBS-FMAP FY22 and 23 (07/01/2022-6/30/2023)		HCBS-FMAP FY24 (07/01/2023-3/31/2024)		MHBG CAA (07/01/2022-6/30/2023)		
CATEGORY	TOTAL BUDGET	CATEGORY	TOTAL BUDGET	CATEGORY	TOTAL BUDGET	
Salaries	$ 27,680.00	Salaries	$ -	Salaries	$ 9,750.00	
Fringe Benefits	$ 4,040.00	Fringe Benefits	$ -	Fringe Benefits	$ -	
Contracted Services	$ -	Contracted Services	$ -	Contracted Services	$ -	
Space Cost (Incl utilities)	$ -	Space Cost (Incl utilities)	$ -	Space Cost (Incl utilities)	$ -	
Equipment	$ -	Equipment	$ -	Equipment	$ 22,012.00	
Bonds & Insurance	$ -	Bonds & Insurance	$ -	Bonds & Insurance	$ -	
Copying	$ -	Copying	$ -	Copying	$ -	
Data Processing	$ -	Data Processing	$ -	Data Processing	$ -	
Communications	$ 41,600.00	Communications	$ 30,000.00	Communications	$ -	
Instate Travel	$ -	Instate Travel	$ -	Instate Travel	$ -	
Out-of-State Travel	$ -	Out-of-State Travel	$ -	Out-of-State Travel	$ 5,782.00	
Program Costs	$ 60,900.00	Program Costs	$ 20,800.00	Program Costs	$ 9,020.00	
Evaluation	$ -	Evaluation	$ -	Evaluation	$ -	
Staff Development	$ -	Staff Development	$ -	Staff Development	$ 10,660.00	
Client Transportation	$ -	Client Transportation	$ -	Client Transportation	$ -	
Total Direct Costs	$ 134,220.00	Total Direct Costs	$ 50,800.00	Total Direct Costs	$ 57,224.00	
Indirect Cost	$ -	Indirect Cost	$ -	Indirect Cost	$ -	
TOTAL REQUEST	$ 134,220.00	TOTAL REQUEST	$ 50,800.00	TOTAL REQUEST	$ 57,224.00	$ 242,244.00

DRAFT

BUDGET JUSTIFICATION: HCBS-FMAP FY22 (7/1/22-6/30/23)		
CATEGORY	JUSTIFICATION NARRATIVE	Budget Amount
Salaries		
Fringe Benefits		
Contracted Services		
Space Cost (Incl utilities)		
Equipment		
Bonds & Insurance		
Copying		
Data Processing		
Communications	The next part of the project includes a county wide outreach campaign designed to reach the DEI residents we fail to serve. This budget includes but is not limited to: E board (10,000.00), B boards (10,000.00), Mass Radio Spots (10,000.00) = (30,000.00)	$ 30,000.00
Instate Travel		
Out-of-State Travel		
Program Costs	The creation of a lending closet that allows for clients at highest risk to borrow tools that will allow them to reduce risks while medications are being started: Tools include but are not limited to- Alpha Stem (8@550.00 each, 2 Alpha M @ 800.00 each), Bio Matts (10@ 780.00 each) Chi (4 @ 495.00 each), Inner Balance monitors (20 @ 199.00 each), sound machines (10 @ 100.00 each), Alpha buds (4@ 10.00)= (20,800.00)	$ 20,800.00
Evaluation		
Staff Development		
Client Transportation		
Total Direct Costs		$ 50,800.00
Indirect Cost		
TOTAL REQUEST		$ 50,800.00

DRAFT

BUDGET JUSTIFICATION: HCBS-FMAP FY23 Funds (07/01/2022-6/30/2023)		
CATEGORY	JUSTIFICATION NARRATIVE	Budget amount
Salaries	1 PTE Community Education Coord 20.00 per hour for 1384 hours	$ 27,680.00
Fringe Benefits	1 PTE Community Education Coord Fringe Benefits at $2.92 per hour for 1384 hours (estimated)	$ 4,040.00
Contracted Services		$ -
Space Cost (Incl utilities)		$ -
Equipment		$ -
Bonds & Insurance		$ -
Copying		$ -
Data Processing		$ -
Communications	Education E-boards, D-Boards, School Education Assemply Communication Materials, Club/Range Boards, Community Education banners	$ 11,600.00
Instate Travel		$ -
Out-of-State Travel		$ -
Program Costs	Community Training Session (4 sessions for 120 attendees, Community Education Conf, Veteran Battle Buddy Education Sessions) 4@ 4,900. additional supplies: Chamber Locks 100@ 30.00, Medication Lock boxes 100@ 50.00, Freeze the Key Containers 100@ 15.00, Access Smart Phones (50@70.00, Charcola Med Disp bags 500@ 15.00,	$ 40,100.00
Evaluation		
Staff Development		
Client Transportation		
Total Direct Costs		$ 83,420.00
Indirect Cost		
TOTAL REQUEST		$ 83,420.00

DRAFT

BUDGET JUSTIFICATION: HCBS-FMAP FY24 (7/1/23-3/31/24)		
CATEGORY	JUSTIFICATION NARRATIVE	Budget Amount
Salaries		
Fringe Benefits		
Contracted Services		
Space Cost (Incl utilities)		
Equipment		
Bonds & Insurance		
Copying		
Data Processing		
Communications	The next part of the project includes a county wide outreach campaign designed to reach the DEI residents we fail to serve. This budget includes but is not limited to: E board (10,000.00), B boards (10,000.00), Mass Radio Spots (10,000.00) = (30,000.00)	$ 30,000.00
Instate Travel		
Out-of-State Travel		
Program Costs	The continued support and replenishment of a lending closet that allows for clients at highest risk to borrow tools that will allow them to reduce risks while medications are being started: Tools include but are not limited to- Alpha Stem (8@550.00 each, 2 Alpha M @ 800.00 each), Bio Matts (10@ 780.00 each) Chi (4 @ 495.00 each), Inner Balance monitors (20 @ 199.00 each), sound machines (10 @ 100.00 each), Alpha buds (4@ 10.00)= (20,800.00)	$ 20,800.00
Evaluation		
Staff Development		
Client Transportation		
Total Direct Costs		$ 50,800.00
Indirect Cost		
TOTAL REQUEST		$ 50,800.00

DRAFT

BUDGET JUSTIFICATION: MHBG CAA (July 1, 2022- June 30, 2023)		
CATEGORY	JUSTIFICATION NARRATIVE	Budget Amount
Salaries	3 staff training attendance fee or $3250.00 each. T4T Community Education Training	$ 9,750.00
Fringe Benefits		$ -
Contracted Services		$ -
Space Cost (Incl utilities)		$ -
Equipment	Purchase of 16 Yoga Tablets with built in HotSpots for rural crisis response 12- Iphones for Telehealth in rural communities	$ 22,012.00
Bonds & Insurance		$ -
Copying		$ -
Data Processing		$ -
Communications		$ -
Instate Travel		$ -
Out-of-State Travel	Lodging and Travel Expenses for 2 rooms / 6 nights at 160.00, Meals and per diems for 3 staff daily at 112.00 for 6 days, Flights for 3 staff to national education training at 510.00. Total Mileage: 505 miles R/T at fed rate of .625	$ 5,782.00
Program Costs	Community Education Training Material Purchase for Training 18x 90.00. Community Education Supplies 50@90.00, Safer Community Education Supplies 50 @ 58.00.	$ 9,020.00
Evaluation	N/A	$ -
Staff Development	Attendance at T4T Community Education Training, PsychArmor Training Sessions. Crisis Team Member Professional Development EBT 2-Day Training for 3 CRT. T4T Part two	$ 10,660.00
Client Transportation		$ -
Total Direct Costs		$ 57,224.00
Indirect Cost		$ -
TOTAL REQUEST		$ 57,224.00

DRAFT

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2902

DEPARTMENT: Management Information Services **TIME REQUESTED:** 10 Minutes
PRESENTER: Chris Gunderson

AGENDA ITEM:
Microsoft Enterprise Agreement Renewal Options

BOARD ACTION REQUESTED:
Approve the 2023-2026 Microsoft Enterprise Agreement renewal at the G5 tier.

BACKGROUND:
Itasca County is due for its triennial renewal of our enterprise license agreement with Microsoft. Costs have substantially increased over the current agreement but there are also security and compliance requirements which drive the need for increased service levels.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Microsoft Cost Comparison v3
2. Microsoft Enterprise Agreement Tiers

02/07/2023

RESULT:	**RECOMMENDED FOR DISCUSSION NEXT: 02/21/2023 2:30 PM**

02/21/2023

It was the consensus of the County Board to consider renewing the triennial Microsoft Enterprise Agreement at the G5 tier.

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/28/2023 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Microsoft Tier Cost Comparisons Version 3 Updated 2/8/23

	Microsoft G3 (Current Cost)	Microsoft G3 (Straight Renewal) - Updated 2/7/23	Microsoft G3 + EMS Updated 2/7/23	Microsoft G3 + EMS and Teams Phone Updated 2/7/23	Microsoft G5 Updated 2/7/23
Per Year	$164,326.28	$203,329.73	$242,898.98	$280,593.98	$325,066.84
Total for 3 Years	$492,978.84	$609,989.20	$728,696.95	$841,781.95	$975,200.52
% Increase	0.00%	23.70%	47.80%	70.75%	98%
Actual FY 23 Budget		$229,950	$229,950	$229,950	$229,950
Increase over Budget		($26,620.27)	$12,948.98	$50,643.98	$95,116.84

Why Increase Microsoft Enterprise Tier from G3 to G5

In March 2023, Itasca County is due for our triennial renewal of our Microsoft Enterprise Agreement. The cost increase even to maintain our current Government 3 (G3) tier of support will likely cause some sticker shock, to say nothing of the proposed increase to the G5 tier. There are, however, several reasons to seriously consider the added cost of moving to G5.

- G5 includes a number of additional features including enhanced security features, enhanced compliance features, and a "soft" phone system in conjunction with Microsoft Teams.

- Compliance requirements from the FBI, HIPAA/DHS, and the IRS get more complex every year. Any tools we can use to help automate processes make it easier to meet those mandates.

    - Fines for non-compliance and/or failure to take proper security measures to protect data can run to millions of dollars.
    - G5 features would allow us to automate data retention policies and help the County implement real data retention policies.

- G5 advanced security features include much more robust services to help scan email for malware and other malicious threats.

- G5 advanced security features include comprehensive tools to help identify and respond to compromise of user accounts in real time.

    - Compromised users represent one of the biggest threat vectors to organizations' cybersecurity.
    - Ransomware attacks can run to millions of dollars in recovery costs plus days, weeks or even months of downtime for critical systems and infrastructure.

- G5 advanced security features allow for greater control and insight over administrative accounts to include:

    - Requiring approval for specific changes
    - Tracking granted administrative rights and changes within administrative groups.

- Information Protection/Data Loss Prevention features in G5 would allow us to discover, classify, label, and protect sensitive documents and emails.

    - Greater control of how files and data are shared.
    - The ability to destroy data if it goes to the wrong addressee.

- Cloud Application Security would allow us to extend Data Loss Prevention policies to 3rd-party applications like Dropbox.

- Our current Mitel phone system is costing over $16,000/year for maintenance plus the cost of desk phones and headsets (currently $750/unit).
    - Microsoft Teams compatible phones (headset or traditional desk phones) are available at substantially reduced costs.

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2910

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Right of Way Consultant Services for SAP 031-607-030 (CSAH 7)

BOARD ACTION REQUESTED:
Authorize the County Engineer to enter into a Professional Technical Services Contract with WSB & Associates, Inc., to provide right of way acquisition services for the CSAH 7 reconstruction project (SAP #031-607-030: approximately from CSAH 59 to CSAH 8) and authorize the County Engineer to execute the contract documents.

BACKGROUND:
The Transportation Department has been working on a design to reconstruct this segment of CSAH 7 and is nearly ready to begin acquiring right of way across the 80 plus parcels impacted by the project. The number of owners, nature of the impacts, and complexity of the project make these services necessary to meet time lines for construction.

We requested proposals from multiple consultants and received 2. WSB & Associates responded with a proposal that is acceptable from the Transportation Department's perspective. We request authorization to enter into an agreement with WSB for the following, subject to standard contract review by the County Attorney:

$161,246 (Right of Way Negotiation)
$85,000 (MDA Right of Way Valuations)
$16,200 (MDA Sketch Preparation)

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/21/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/28/2023 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2911

DEPARTMENT: Transportation
PRESENTER: Joshua Falck

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
CSAH 7: Authorize Acquisition of Highway Easement Across State Lands for State Aid Project #031-607-030

BOARD ACTION REQUESTED:
Authorize the Itasca County Transportation Department to acquire Highway Easement across State Lands for State Aid Project #031-607-030.

BACKGROUND:
The Itasca County Transportation Department is planning to reconstruct part of CSAH 7 in the summer of 2023 or 2024. Authorization is required from the Board of Commissioners to work with the Minnesota DNR to acquire the necessary easements across the State owned parcel identified on the attached Exhibit.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. RBA_EX_STAT_031-607-030_R0

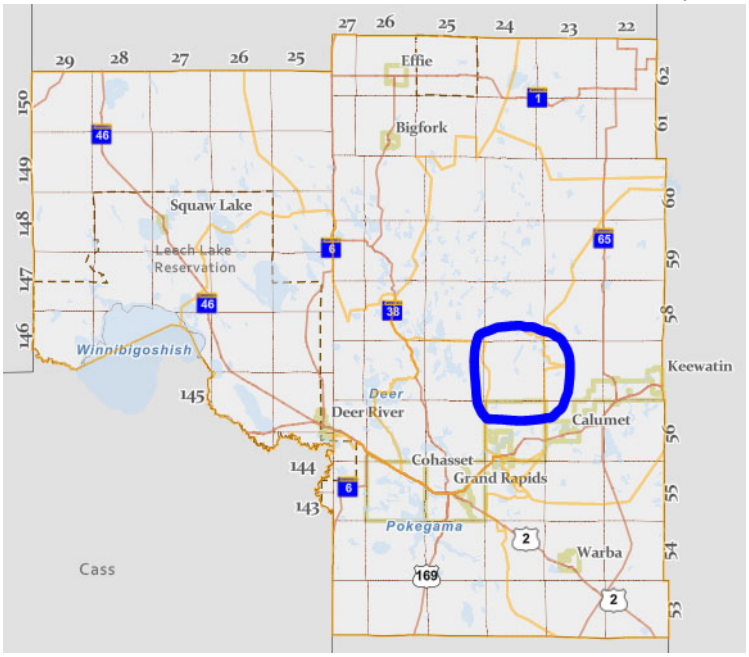
02/21/2023

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/28/2023 2:30 PM**

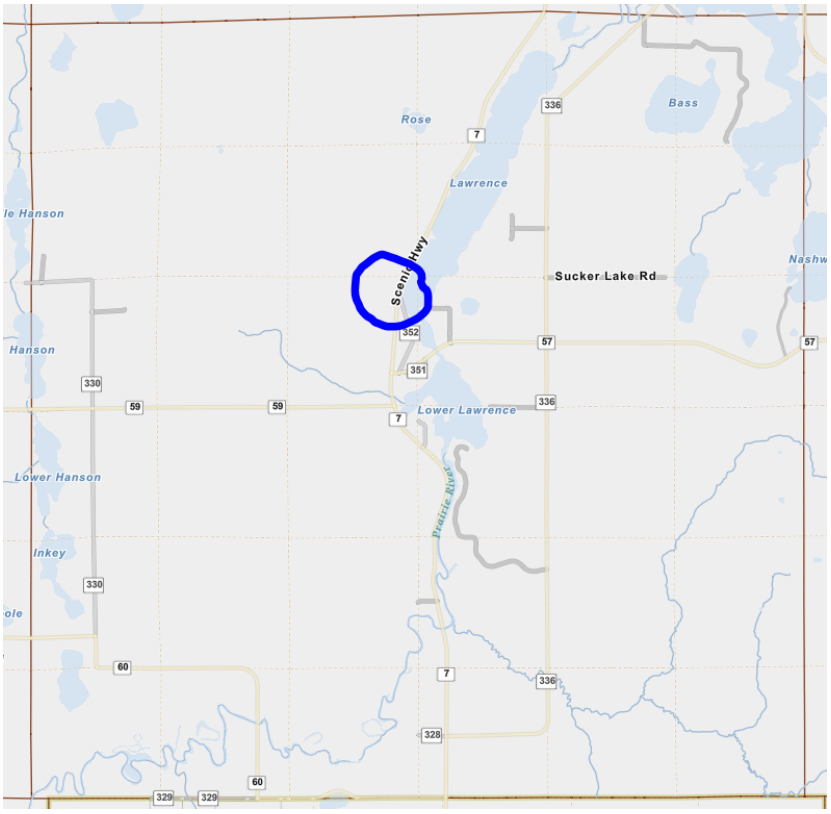
RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

- RBA EXHIBIT -

Acquire Easement Across State Lands for CSAH 7 (031-607-030)



Tax Parcel #23-016-1100 (Government Lot 1, Section 16, T57N-R24W)





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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2915

DEPARTMENT: Transportation
PRESENTER: Kory Johnson

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Sale of Road & Bridge Equipment

BOARD ACTION REQUESTED:
Approve of the Disposition of Obsolete Road and Bridge Equipment through Hansen Auction Group.

BACKGROUND:
The attached document lists equipment to be sold at auction. This equipment has been replaced with newer models, making this equipment obsolete. The Road and Bridge department has previously sold equipment at Wayne Pike Auction in Princeton, MN. Wayne Pike Auction has recently been purchased by the Hansen Auction Group. Itasca County has received good returns through the sale of equipment at this auction in the past. The auction will end March 20th, 2023.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2023 EQUIPMENT FOR AUCTION

02/21/2023

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 02/28/2023 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Disposition of Itasca County Equipment

Retired units to Auction

Date: 2/19/2023
Department: _____
Employee: _____

Request Board Action

List one item on each line

Qty	Item Description	Serial Number	Asset #	Replacement Units	Sale Price
1	JOHN DEERE GRADER	DW772X611333	1071	1230	
1	JOHN DEERE GRADER	DW772DX611965	1072	1239	
1	JOHN DEERE GRADER	1DW672GXHDE656177	1149	1244	
	AUTION DATE 3/16/2023				
				Total $ Sold	

The sale of equipment must be approved by the department head (signature required below).

**If applicable*

*** If item was scrapped or donated, please list price at $-0-.*

Checks must be made payable to: Itasca County. A receipt for the sale must accompany check.

_____ / _____
Department Head Date

_____ / _____
Vendor Representative Date

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2924

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bid Award for Bituminous Contract 60413

BOARD ACTION REQUESTED:
Award Bituminous Contract 60413 which includes bituminous projects SAP 031-604-013 CSAH 4, SAP 031-692-002 CSAH 92, CP 2023-04 County Road 427 and CP 2023-05 County Road 432 to the lowest responsible bidder, Hawkinson Construction Co, in the amount of $3,129,023.33 and authorize the required signatures on the contract documents.

BACKGROUND:
Bids were opened for contract 60413 on February 14, 2023 at 10:00 am. Results of those bids are as follows:

Engineer's Estimate: $3,183,515.64

Hawkinson Construction Co Inc: $3,129,023.33
KGM Contractors, Inc: $3,611,752.07

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

02/21/2023

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/28/2023 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2929

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bridge Design Consultant Services - CSAH 17

BOARD ACTION REQUESTED:
Authorize the County Engineer to enter into a professional service contract with Bolton & Menk to provide bridge design services for a bridge replacement on CSAH 17, over Pokegama Lake, and authorize the County Engineer to execute the contract documents.

BACKGROUND:
The bridge on CSAH 17 is deficient and will be replaced as part of our 2026 construction season. It is necessary to contract design services to replace the bridge. We have requested a proposal from Bolton & Menk for the design services and they have responded with a proposal that is acceptable from the Transportation Department's perspective. See attached. Bolton & Menk have provided design services in the past and it is recommended that they be used for this project.

This is the standard Professional Technical Contract that the department uses and has been through Attorney review in the past.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. CSAH 17 Bridge Design - Bolton & Menk - unsigned

02/21/2023

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/28/2023 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

ITASCA COUNTY
PROFESSIONAL TECHNICAL (no county employees) SERVICES

This Contract is between Itasca County and Bolton & Menk, 7533 Sunwood Drive, Ramsey, MN 55303-5165.

WHEREAS, the County Board of Commissioners is empowered to engage such assistance as deemed necessary, and

WHEREAS, County does not have available necessary and qualified personnel to conduct the services as describe herein, and

WHEREAS, CONSULTANT represents that it is duly qualified and agrees to perform all services in this Contract.

NOW, THEREFORE it is agreed that CONSULTANT, who is not a County employee, will perform the work under this Contract, including the Special and General Contracts and Exhibits A and B or any other conditions which are hereby attached and incorporated.

Effective Date: February 28, 2023 or the date that all required signatures are obtained by County whichever is later.

Expiration Date: December 31, 2026.

IN WITNESS WHEREOF, the parties have executed this contract intending to be bound.

CONSULTANT

By:_____
Bolton & Menk
James D. Archer, PE
Principal Structural Engineer

By:_____
Bolton & Menk
Tony Rotchadl, PE
Principal Engineer

ITASCA COUNTY

By:_____
Itasca County
Karin Grandia, PE
County Engineer

Consultant's Signature Acknowledgement

This instrument was acknowledged before me this ____day of _____

by_____ the _____ and
(name) (title)
by_____ the _____ and
(name) (title)

of Bolton & Menk

_____
Notary Public

SPECIAL CONDITIONS

INTRODUCTION

The services to be provided under this Agreement are for design services to Itasca County in connection with bridge replacement and associated roadway design project relating to existing bridge number 7146 located on CSAH 17 over Pokegama Lake.

ARTICLE 1 TERM OF AGREEMENT:

A.	Effective Date:	February 28, 2023 or the date that all required signatures are obtained by the County, whichever is later.
B.	Work Completion Date:	June 1, 2024
C.	Expiration Date:	December 31, 2026

ARTICLE 2 SCOPE OF WORK:

A. SURVEY

a. The Consultant shall perform the required field survey work to locate the structure on the existing alignment and will assume responsibility for obtaining the information necessary to complete the bridge survey sheets in accord with Section 5-892.271 of the Minnesota Department of Transportation State-Aid Manual.

b. All existing utilities shall be located to a quality level B as defined and in accordance with MN Statutes Section 216D.01, subdivision 12.

c. Survey work includes the following:

i. Proposed centerline alignment and elevations.

ii. Roadway cross sections at least every 50 feet.

iii. Collect information and measure existing topography, underground and overhead utilities and any other features affecting the project, including property fences, buildings, driveways, trees, etc.

iv. The Consultant shall tie the survey into U.S.G.S. sea level datum and to monumentation sufficient to develop legal descriptions to obtain highway easements.

B. HYDRAULICS

a. The Consultant shall coordinate hydraulic information needed for the design and plans with the appropriate agencies (Itasca County, MnDNR, etc.). Scour analysis will be completed based off the data provided.

C. PRELIMINARY DESIGN

a. The Consultant shall prepare and submit to the County preliminary cost estimates for up to three types of bridge structures suggested by the County prior to any preliminary design work.

b. Following the selection by the County of one of the preliminary suggested types of structures, the Consultant shall prepare and submit to the County one preliminary design for the selected structure, including general features, dimensions, and basic design requirements. The design shall contain sufficient detail to be used in required reports and applications for permits required of the County.

c. The Consultant shall, at the request of the County, provide a representative to attend reviews, hearings, meetings, and other presentations scheduled during the design phase of the Project.

D. REPORTS

a. If required by the County, the Consultant shall prepare a Design Exception Request. Copies of the Request and its disposition shall be filed with the County.

E. PERMITS

a. If required, the Consultant shall apply for a permit from the Minnesota Department of Natural Resources. Permit fees shall be paid by the County. A copy of each permit obtained in connection with this project should be filed by the Consultant with the County.

b. The Consultant shall apply and obtain necessary wetland and protected water permits and submit copies of the final permit and applications to the County. The permits should cover wetland impacts related to the bridge construction and any associated approach work. The permit application shall be through the "Joint Notification Form" used by the SWCD, DNR and the Corp of Engineers.
c. The Consultant shall perform utility investigation and coordination necessary for preliminary and final design.

F. ASBESTOS AND REGULATED WASTE ASSESSMENT

a. The Consultant shall prepare an Asbestos and Regulated Waste Assessment of the existing bridge.

G. SOILS

a. The Consultant shall recommend and retain, subject to the approval of the County, a competent Soils Engineering firm to obtain test borings and determine the foundation conditions at the site of the proposed structure. The cost of the subsurface soils testing shall be invoiced directly to the County by the Soils Engineering firm.
b. The County will require insurance and proof of insurance from the Soils Engineering firm including Workers Compensation insurance, liability insurance and motor vehicle coverage.

H. BRIDGE PLANS

a. The Consultant will prepare and submit to the County one preliminary bridge plan, which shall include general features, dimensions, and basic design requirements for the proposed structure. The preliminary plan shall be prepared in accordance with State-Aid 5-892.200, and shall also conform to the State Aid and Federal Highway Administration Standards that are in effect on the date the preliminary plans are submitted to the Minnesota Department of Transportation by the County or the Consultant.
b. When directed by the County the Consultant shall prepare an engineering design for the selected structure. The structural design shall conform to the current American Association of State Highway and Transportation Officials Design Specifications and shall also conform to the State Aid and Federal Highway Administration Standards that are in effect on the date the preliminary plans are approved by the Minnesota Department of Transportation.
c. The Consultant shall prepare one final detail bridge plan on the best-grade reproducible material in ink, drawing to conventional scales on 11" x 17" sheets with inside borderlines and a ¾" margin between the borderline and the left-hand side of the sheet. The plan sheet shall be prepared in accordance with Minnesota Department of Transportation, Mn/DOT, Bridge Design Specifications. Construction requirements of the Minnesota Department of Transportation's Standard Specifications for Construction 2016 edition shall be incorporated into the plans.
d. The Consultant shall prepare a complete construction cost analysis for the proposed structure for use by the County in preparing a bid proposal. The Consultant shall also prepare special bid specifications outlining any special requirements regarding construction of the structure that are not covered by the plan or in the Minnesota Department of Transportation Standard Specifications for Construction.
e. The Consultant shall present the final design to the State-Aid Engineer.
f. The Consultant shall complete and submit to the County stream bed scour calculations and show data on appropriate plan sheet.
g. The Consultant shall prepare the load rating sheet as required by the Minnesota Department of Transportation and submit the report to the County.
h. The Consultant will assist with the letting of bids including preparation of an abstract of the bids which shall be submitted to the County.
i. The Consultant shall provide to Itasca County a copy of the final design in computer drawing format. These drawings shall be the property of Itasca County.

I. ROADWAY DESIGN AND PLAN PREPARATION

a. The Consultant shall assemble all existing survey data and incorporate such data into the preparation of the Roadway Design.
b. The Consultant shall prepare layouts showing the geometric design of the roadway and this plan will show

plan and profile, specific design features in terms of horizontal and vertical alignment, typical section, width, access control, right-of-way, plotting of finished cross-sections, quantities, special provisions, and other factors relating to geometric design.

c. It is the intent of this agreement that the Roadway Plans shall embody the design standards in use by the Minnesota Department of Transportation at the time the design work for the plans is being performed.

ARTICLE 3 ITEMS PROVIDED AND/OR COMPLETED BY COUNTY:

A. The following will be provided and/or completed by COUNTY
1. Property owner information
2. Easements as required to construct the project
3. Wetland Delineation
4. Obtain Necessary Permits

ARTICLE 4 DELIVERABLES BY CONSULTANT:

A. COUNTY'S Authorized Agent has the authority to update and adjust all project schedules when necessary.

ARTICLE 5 CONSIDERATION OF PAYMENT:

A. Consideration of all services performed, and goods or materials supplied by CONSULTANT will be paid by COUNTY on an Hourly, Not to Exceed, dollar amount as specified in Exhibit A. If the County and CONSULTANT deem it necessary to perform additional work not covered by the Contract, or anticipates costs exceeding the amount shown in Exhibit A, then the CONSULTANT must promptly notify the Project Engineer in writing, prior to performing that additional work or incurring those additional costs. If the amount requested does not exceed 10 percent of the amount listed in Exhibit A, the County Engineer may authorize the additional work without amending this Contract.

B. CONSULTANT shall provide invoices on a monthly basis.

ARTICLE 6 TERMS OF PAYMENT:

A. CONSULTANT will submit to COUNTY a monthly progress report with the invoice summarizing work complete to date.

B. Definition of "hourly not to exceed": CONSULTANT shall be paid for every hour that employees of the CONSULTANT are actually performing work in the project. The hourly rates for all employees are provided by the CONSULTANT in Attachment 1A. CONSULTANT shall be reimbursed for actual expenses incurred for materials, approved travel expenses, equipment rental, permits, licenses, etc. The entire above are subject to the "not to exceed" amount in the Contract.

C. HOURLY RATE: Compensation in full for the work described in paragraphs listed below as "Hourly Rate" shall be on an hourly rate basis which includes the CONSULTANT'S overhead, and in addition, the CONSULTANT'S expenses directly related to the agreement will be compensated. The Hourly Rate Schedule 1A is attached to and made a part of this Contract.

ARTICLE 7 AGREEMENT PERSONNEL:

A. CONSULTANT'S key personnel, as defined in Article 17 of the General Conditions:

1. Name: James D. Archer
Title: Principal Structural Engineer
Address: 7533 Sunwood Drive NW

Ramsey, MN 55303
Phone: 763-433-2851

ARTICLE 8 COUNTY'S AUTHORIZED AGENT AND PROJECT MANAGER:

A. COUNTY'S Authorized Agent, or his/her successor, will be:

Name: Karin Grandia, PE
Title: Itasca County Engineer
Address: 123 4th Street NE, Grand Rapids, MN 55744
Phone: 218-327-7389

COUNTY'S Authorized Agent will have final authority to accept or reject CONSULTANT'S services and/or goods. If such services and/or goods are acceptable and satisfactory, CONSULTANT'S Authorized Agent will certify each invoice submitted by CONSULTANT.

B. COUNTY'S Project Manager, or his/her successor, for this Agreement will be:

Name: Rachel Metelak, PE
Title: Transportation Engineer
Address: 123 4th Street NE, Grand Rapids, MN 55744
Phone: 218-327-0685

COUNTY'S Project Manager will sign progress reports, review billing statements, make recommendations to the COUNTY'S Authorized Agent for acceptance or rejection of CONSULTANT'S goods or services and make recommendations to the CONSULTANT'S Authorized Agent for certifications for payment of each invoice submitted by CONSULTANT.

ARTICLE 9 MODIFICATIONS OF THE GENERAL CONDITIONS:

Article 2 B. Shall be replaced with the following:

a. The Consultant shall work with watershed to establish ordinary high-water levels (OHWL) for the lake inlet. The Consultant shall supply data normally required by State and Federal agencies, including a risk assessment and a scour analysis.

ARTICLE 10 ADDITIONAL PROVISIONS:

A. Arbitration. Any dispute or disagreement between the parties arising out of or related to this Agreement shall be in the District Court Ninth Judicial District of the State of Minnesota and resolved by arbitration in Itasca County, Minnesota, USA, under the rules in effect of the American Arbitration Association. Judgment upon award may be entered in any court of competent jurisdiction.

EXHIBIT A

HOURLY RATE SCHEDULE

Please see attached Proposal/Cost Estimate for estimated time and hourly rates.

"Exhibit A"

BOLTON & MENK
Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

February 3, 2023

Mrs. Rachel Metelak, PE
Transportation Engineer
123 4th Street NE
Grand Rapids, MN 55744
218-327-0685
Rachel.Metelak@co.itasca.mn.us

RE: PROPOSAL: Replacement of Bridge No.7146 over Pokegama Lake Inlet
Itasca County, Minnesota

Dear Mrs. Metelak,

Bolton & Menk, Inc. is pleased to present this proposal for professional engineering services in support of plan development for the replacement of bridge 7146. As a part of this proposal, we describe our understanding of the project, detail our proposed scope of work, and provide our proposed schedule. A fee estimate for these services is also attached.

PROJECT UNDERSTANDING

Itasca County seeks to replace bridge 7146 which was constructed in 1955. The structurally deficient, 2-span timber bridge carries CSAH 17, (Sugar Hill Road) over the southern inlet of Pokegama Lake approximately 9 miles southwest of Grand Rapids, MN. The County intends to utilize state aid money for this effort but is open to other funding sources if they become available. The bridge is not on, nor is it eligible for Historic Registration Status.

The existing bridge is 42-feet wide and 51-feet long. The bridge has timber bridge railings and a 3-inch bituminous overlay. It carries a low-risk scour designation and is not currently load restricted. It is adjacent to the southern boat launch and there is a desire to maximize the vertical clearance and width to accommodate boat traffic. We understand the County is okay with a full closure during construction and no staging plans are anticipated.

Bolton & Menk, Inc. has developed the attached scope and fee estimate to provide detailed construction documents in support of this bridge replacement effort. Plans will be developed in accordance with MnDOT State Aid Rules, AASHTO LRFD Bridge Design Specifications, and the MnDOT LRFD Bridge Design Manual. This estimate assumes a two or three-span, cast-in-place, concrete slab structure with integral concrete abutments will provide adequate vertical clearance and satisfy the needs of the project. This assumption suggests that the replacement bridge will maintain the existing curb-to-curb width of 40-feet, be approximately 70-feet to 90-feet in length, and require only minor profile alterations. Profile and alignment alterations are assumed to be accommodated by a few hundred feet of adjacent roadway work.

The consultant team does not intend to follow the delegated contracting process for environmental & federal project development necessary for projects awarded federal funds. We will work with Itasca County Staff to appropriately scope this work if such funds are allocated.

Bolton & Menk is an equal opportunity employer.

SCOPE OF WORK

Bolton & Menk proposes to complete the following services:

Primary Task Elements
Project Management
Topographic Survey
Pertinent hydraulic information incorporated into plans
Preliminary Design
Reporting
Permitting
Asbestos & Regulated Waste Assessment
Geotechnical Investigation
Preliminary Plans
Final Plans

A more detailed scope is attached along with the hourly Fee Estimate

KEY ASSUMPTIONS AND COUNTY DELIVERABLES

The following items include key assumptions and/or county deliverables:

- No hydraulic modeling will be completed to establish the preferred "design stage" for Pokegama. We will work with Itasca County and MnDNR to understand what lake level is preferred for design purposes.
- Itasca County will pay all administrative fees associated with permits (NPDES, MPARS, etc.). If desired, Bolton & Menk can pay and be reimbursed as an additional expense.
- Itasca County will provide a preferred detour route for implementation into project plans.
- Itasca County will complete any utility coordination needs based off the consultant completed plans.
- Itasca County will complete project specifications (with the exception of Division SB).
- Itasca County will complete all landowner coordination and complete all components of the R/W acquisition process (if needed).

PROPOSED SCHEDULE

The general project schedule as outlined by task is listed below. Our firm has completed numerous bridge projects of similar scope in an approximate delivery schedule of 1-year, and we anticipate this project to be similar (as shown in the schedule below). We can negotiate and modify the schedule as requested by Itasca County:

Primary Task Elements	
Project Management	On-Going
Topographic Survey / Data Collection	April – May 2023
Hydraulics Coordination	May – June 2023
Geotechnical/Asbestos & Regulated Waste Evaluation	May – June 2023
Wetland Delineation & Permitting	April – July 2023
Preliminary Bridge/Roadway Plans	June – September 2023
Final Bridge/Roadway Plans	November 2023 – February 2024
Construction	TBD

Final plans and specifications will be submitted to Itasca County on or before February 28, 2024

Bolton & Menk is an equal opportunity employer.

PROPOSED FEES

The total estimated not to exceed hourly fee for the prescribed scope is shown below. Any work required outside of this scope shall be authorized by the County prior to furnishing additional services. A detailed hourly estimate is also attached for reference.

Primary Task Elements	
Project Management	$ 6,534
Topographic Survey & Hydraulics	$ 10,470
Wetland Delineation & Permitting	$ 10,520
Preliminary Design & Plan Development	$ 12,977
Final Design & Plan Development	$ 20,418
Expenses:	
Equipment Rental (Survey Boat)	$ 150
Subtotal	***$ 61,069***
Subconsultant Work - Twin Ports Testing	
Geotechnical Investigation & Recommendations	$ 14,495
Asbestos & Regulated Waste Material Testing	$ 2,000
Subtotal	***$ 16,495***
Additional Tasks (Not included):	
Environmental Document (CATEX, Project Memo)	TBD
Shop Drawing Review	TBD
Construction Observation & Administration	TBD
Construction Support	TBD
TOTAL ESTIMATED PROJECT COST	**$77,564**

Out of scope services will be estimated, negotiated and provided at standard hourly rates. Additional services will utilize our corporate rate structure as shown after the detailed fee estimate.

Please contact me directly at 612-205-5160 or james.archer@bolton-menk.com if you wish to discuss the content of this proposal. We look forward to providing these professional engineering services to you on this project and appreciate your consideration of Bolton & Menk, Inc.

Sincerely,

Bolton & Menk, Inc.



James Archer, P.E.
Principal Structural Engineer

Bolton & Menk is an equal opportunity employer.

BOLTON & MENK
Real People. Real Solutions.

Itasca County
Minnesota

PROJECT: County Bridge 7146
PROJECT NO.:
SERVICE DESCRIPTION: Bridge Replacement
DATE: January 31, 2023
PREPARED BY: Jim Archer

COST PRICE ANALYSIS WORKSHEET

PROPOSAL / BUDGET		Project Manager	Senior Structural Engineer	Water Resources Engineer	Project Engineer	Licensed Land Surveyor	Survey Crew	Clerical	Total	
STAFF CLASSIFICATION ==========>										
CHARGE RATES ==========>		$213.00	$188.00	$153.00	$139.00	$178.00	$185.00	$70.00		
Line No.	Tasks	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	(Hours)	TOTAL LABOR COST
	Task 1: Project Management									
1	Kick-Off Meeting / Agency Coordination (3 Meetings)	6		2					8	$1,584.00
2	Obtain County Data & Survey Information	2			4				6	$982.00
3	Project & Subconsultant Management	16						8	24	$3,968.00
	Task 1: Project Management	24	0	2	4	0	0	8	38	**$6,534.00**
	Task 2: Topographic Survey & Hydraulics									
1	Topographic Survey Collection				2		40		42	$7,678.00
2	Survey Basemap				4	6			10	$1,624.00
3	Hydraulics Data Collection (assumes OHWL of Pokegama Lake)			4	4				8	$1,168.00
	Task 2: Topographic Survey & Hydraulics	0	0	4	10	6	40	0	60	**$10,470.00**
	Task 3: Wetland Delineation & Permitting									
1	Level II Wetland Deliniation (Report, Type, Boundary Application)			8	14				22	$3,170.00
2	MPARS Permit			4	6				10	$1,446.00
3	Aquatic Resource Impact Permitting			2	4				6	$862.00
4	WCA/Corps Permit			8	16				24	$3,448.00
5	Agency Coordiantion Meetings as Necessary (Assumes 2 Meetings)	2		4	4				10	$1,594.00
	Task 3: Wetland Delineation & Permitting	2	0	26	44	0	0	0	72	**$10,520.00**
	Task 3: Preliminary Design & Plan Development									
1	Bridge Type Study	2	4		8				14	$2,290.00
2	Develop Preliminary Cost Estimates		1		2				3	$466.00
3	State Aid Bridge Submittal & Comment Resolution Log		2		10				12	$1,766.00
4	Roadway Typical Section & Quantities		2		8				10	$1,488.00
5	Roadway Plan & Profile		2		20				22	$3,156.00
6	Preliminary Plan Development - 30% Submittal	3	8		12				23	$3,811.00
	Task 3: Preliminary Design & Plan Development	5	19	0	60	0	0	0	84	**$12,977.00**
	Task 4: Final Plan Development									
1	60% Plan Submittal - Itasca County Review	2	6		24				32	$4,890.00
2	Final Plan Development - 90% Submittal & State Aid Checklist	2	8		24				34	$5,266.00
3	Close Out Comment Log		1		2				3	$466.00
4	Final Engineer's Estimate				2				2	$278.00
5	AASHTOWare Load Rating & File Submission		8						8	$1,504.00
6	SWPPP			12					12	$1,836.00
7	Erosion Control			2					2	$306.00
8	Traffic Control / Detour Plan				16				16	$2,224.00
9	Miscellaneous Details				4				4	$556.00
10	Division SB Specifications (Bridge)		4						4	$752.00
11	Signed Plans & Electronic Staking Files - 100% Submittal	2	2		8				12	$1,914.00
12	Project Close Out	2							2	$426.00
	Task 4: Final Plan Development	6	29	14	80	0	0	0	129	**$20,418.00**
	Expenses									
1	Equipment (boat if necessary for hyrdaulic survey)								LUMP SUM	$150.00
2	Geotechnical Investigation & Recommendations (Twin Ports Testing)								LUMP SUM	$14,495.00
3	Asbestos / Regulated Waste & Material Testing (Twin Ports Testing)								LUMP SUM	$2,000.00
	Expenses									**$16,645.00**
	Additional Tasks									
1	Environmental Documentation (Project Memo, CATEX)								TBD	TBD
2	Construction Observation & Administration								TBD	TBD
3	Shop Drawing Review & Construction Support								TBD	TBD
	Additional Tasks	0	0	0	0	0	0	0	0	**TBD**
	TOTAL ESTIMATED CONTRACT AMOUNT	37	48	46	198	6	40	8	383	**$77,564.00**
	% OF TOTAL HOURS	9.7%	12.5%	12.0%	51.7%	1.6%	10.4%	2.1%	100.0%	

2023 SCHEDULE **OF FEES**

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2023. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Senior Project Manager	$175-264
Project Manager	$104-198
Senior Project Engineer	$140-198
Project Engineer	$130-188
Design Engineer	$110-186
Graduate Engineer	$110-145
Senior Planner	$115-198
Planner	$115-171
Senior Landscape Architect	$150-204
Landscape Architect	$120-160
Landscape Designer	$100-169
Licensed Project Surveyor	$160-240
Graduate Surveyor	$130-181
Survey Technician	$85-173
Senior Technician	$110-195
Technician	$79-168
Specialist*	$95-205
Practice Expert**	$205-308
Senior Principal	$195-314
Principal	$160-289
Administrative/Corporate Specialists	$64-194
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

[1] No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

**Highly specialized and industry expertise unique to the market or area of discipline.

Submitted by Bolton & Menk, Inc.

"Exhibit B"

GENERAL CONDITIONS

ARTICLE 11 TERMS OF AGREEMENT

A. This Agreement will be effective upon the date set in the Special Conditions, or upon execution and approval by the appropriate COUNTY officials, and the appropriate CONSULTANT officials, whichever event occurs later. This Agreement will remain in effect until the Expiration Date set in the Special Conditions, or until all obligations set forth in this Agreement have been fulfilled to the satisfaction of COUNTY, whichever event occurs first.

B. For delays encountered that are beyond CONSULTANT'S control, and upon written request from CONSULTANT, COUNTY'S Authorized Agent may extend the Work Completion Date, as set forth in the Special Conditions of this Agreement. The length of such time extension will be determined by COUNTY'S Authorized Agent and will not exceed the Expiration Date of the Agreement.

C. It will be CONSULTANT'S responsibility to notify COUNTY'S Project Manager and COUNTY'S Authorized Agent, in writing, if the project will not be completed as scheduled. COUNTY'S Project Manager will have the authority to adjust the schedule, in writing, within the terms of the Agreement.

ARTICLE 12 GOVERNING LAW

This agreement will be interpreted pursuant to Minnesota Law. Any citation to federal or state law incorporates the language of that law into this Agreement as if fully set forth herein.

ARTICLE 13 TERMS OF GENERAL CONDITION

A. Any and all provisions of these General Conditions will remain in force unless they are specifically and deliberately canceled or modified, in writing, by the Special Conditions of This Agreement.

B. To the extent of any inconsistencies between the Special Conditions and these General Conditions, the Special Conditions will control. Minnesota Law supersedes any of the Special Conditions or General Conditions set forth in this Agreement.

ARTICLE 14 TERMS OF PAYMENT

A. Subject to the provisions of the Special and General conditions, all services performed and/or goods satisfactorily supplied by CONSULTANT pursuant to this Agreement will be paid by COUNTY. Compensation will be in accordance with the Special Conditions, ARTICLE 5, Consideration of Payment.

B. If it appears at any time that CONSULTANT will exceed the Total Agreement Amount stated in the Special Conditions of this Agreement, CONSULTANT must notify COUNTY'S Authorized Agent in writing in a timely manner. CONSULTANT will not be compensated for work performed in excess of the Total Agreement Amount without a written, and fully executed, amendment to the Agreement. Any work performed beyond that which is provided for in this Agreement without a prior written amendment signed by COUNTY, will be deemed voluntary and CONSULTANT will not be entitled to compensation for the extra work.

C. If CONSULTANT claims any instructions, latent conditions, or conditions exist that cause extra cost under this Agreement, CONSULTANT must make claim for any extra cost incurred in

writing 10 days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Conditions of this Agreement. Any claim made after this time will be refused and no claim will be valid unless so made. Any work performed under an amendment to this Agreement that has not been properly approved and executed by the parties, will be performed at CONSULTANT'S own risk. COUNTY'S Authorized Agent will have the sole authority to determine whether any claimed extra costs are reasonable under the circumstances and whether COUNTY will approve the extra costs.

D. COUNTY will not pay overtime rates for any overtime work or services performed by CONSULTANT or subcontractor unless COUNTY'S Authorized Agent has specifically requested CONSULTANT to do so in writing. When specifically authorized by COUNTY'S Authorized Agent, overtime premium pay will be reimbursed as a direct cost for the overtime portion of the hourly rate and is not eligible for overhead costs or profit.

E. Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONSULTANT as a result of performance of this Agreement must not exceed the amount defined in the Special Conditions. CONSULTANT will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Mn/DOT Travel Regulations". CONSULTANT will not be reimbursed for travel and subsistence expenses incurred outside STATE of Minnesota unless it has received prior written approval from COUNTY for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state".

F. The final payment due CONSULTANT will be based on actual acceptable costs as determined by an audit conducted by COUNTY. The audit will be conducted using the Cost Principles and Procedures set forth in the Federal Acquisition Regulations, 48 C.F.R. #31, or as modified by COUNTY policies and procedures. Based upon final audit, the final payment to CONSULTANT may exceed the Total Agreement Amount without amending this Agreement.

ARTICLE 15 PROCEDURE FOR PAYMENT

A. Payments will be made by COUNTY within 30 days of CONSULTANT'S presentation of invoices and progress reports for services performed and the acceptance of such services by COUNTY'S Authorized Agent.

B. Invoices for payment must be submitted by CONSULTANT monthly to COUNTY'S Authorized Agent in the form prescribed by COUNTY. Invoices must identify the cost for the services performed and/or goods delivered for the billing period and must satisfy the requirements listed below:

1. Each invoice must contain the following information: COUNTY Agreement Number, COUNTY agreement invoice number (sequential), billing address if different from business address, and CONSULTANT'S original signature attesting that the invoiced services and costs are new and that no previous charge for those services and/or goods has been included in any prior invoice.

2. Direct non-salary costs allocable to the work under this Agreement, and defined in the Special Conditions of this Agreement, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct non-salary costs are any costs that are not the salaried costs directly related to the work of the CONSULTANT. Supporting documentation must be provided in a manner that corresponds to each direct cost.

3. The original of each invoice and progress report must be sent to COUNTY'S Authorized Agent for review and payment.

4. CONSULTANT must provide, upon request of COUNTY'S Authorized Agent, the following supporting documentation:

   a. Direct salary costs of employees' time directly chargeable for the services performed under this Agreement. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and

   b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generate printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.

C. If CONSULTANT is authorized by COUNTY to use or uses any subcontractors, CONSULTANT must include all the above supporting documentation in any subcontractor's agreement, and CONSULTANT must comply with Minnesota Statutes Section 16A.1245, requiring timely payment by CONSULTANT of subcontractor, penalties for late payments, and defining costs the subcontractor must be awarded if the subcontractor prevails in a lawsuit.

D. CONSULTANT must require subcontractor's invoices to follow the same form and contain the same information as set forth in ARTICLE 15.B above.

ARTICLE 16 CONDITIONS OF PAYMENT

A. All services and/or goods provided by CONSULTANT pursuant to this Agreement must be performed to the satisfaction of COUNTY and in accordance with the following:

   1. All current applicable federal, state, and local laws, ordinances, rules and regulations.

   2. All current STATE standards, policies, and practices.

B. CONSULTANT will not receive payment for work determined by COUNTY'S Authorized Agent to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

C. RETAINAGE: Pursuant to Minnesota Statutes Section 16C.08, subdivision 5(b), no more than ninety percent (90%) of the compensation due under this Agreement may be paid until the final products of this Agreement have been reviewed by the Itasca County Board of Commissioners. The balance due and owing will be paid at the time that the Itasca County Board of Commissioners determines that CONSULTANT has satisfactorily fulfilled all the terms of this Agreement.

All services and/or goods covered by progress payments made by COUNTY will become the sole property of COUNTY. This provision must not be construed as relieving CONSULTANT from sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of COUNTY to require the fulfillment of all of the terms of this Agreement.

D. Nothing in this Agreement must be construed in any way to operate or relieve CONSULTANT from its obligation to complete the services and/or deliver any goods described in this Agreement for a sum not to exceed that set forth in the Special Conditions.

ARTICLE 17 CONSULTANT'S KEY PERSONNEL

A. CONSULTANT'S key personnel specified by name and title in the Special Conditions will be considered essential to the work being performed.

B. If, for any reason, substitution of a key person becomes necessary, CONSULTANT must provide two weeks' advance written notification of the substitution to COUNTY'S Authorized Agent. The written notification must include the proposed successor's name and a resume of his/her qualifications. COUNTY'S Authorized Agent will have the right to approve or reject the proposed successor.

ARTICLE 18 ASSIGNMENT

A. CONSULTANT may neither assign nor transfer any rights or obligations under this Agreement without prior written authorization from COUNTY'S Authorized Agent. The written authority will in no way relieve CONSULTANT from the primary responsibility for performance of the services and/or delivery of the goods specified in this Agreement.

ARTICLE 19 SUBCONTRACTS

A. CONSULTANT must require all subcontractor agreements to contain all appropriate terms and conditions of this Agreement, including Articles 11 through 12, Articles 14 through 16, Article 17, Articles 19 through 35, and Articles 37 and 38, as they apply to the subcontractor. The use of subcontractors does not relieve the CONSULTANT from performing and delivering the work stated in the Agreement.

B. COUNTY'S Authorized Agent must review and accept for compliance with the General and Special Conditions of this Agreement, all subcontractor agreements exceeding $10,000.00 prior to the execution of any such subcontractor agreement. COUNTY'S Authorized Agent has the authority to reject any subcontractor agreement that does not comply with the General and Special Conditions of this Agreement.

C. A copy of any and all subcontractor agreements must be returned to COUNTY'S Authorized Agent after execution of the subcontractor agreement and prior to work starting under the subcontractor agreement.

ARTICLE 20 AMENDMENTS, CHANGE ORDERS, MERGER, AND COUNTERPARTS

A. Amendments to this Agreement will be considered only for unforeseen work or services that were excluded in the Scope of Work of the Special Conditions and that are considered essential to the work. Any written claim made by the CONSULTANT for extra work or costs under this Agreement that has been approved by COUNTY'S Authorized Agent must be evidenced by an amendment to this Agreement. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Agreement, or their successors in office. CONSULTANT must notify COUNTY'S Project Manager in writing if CONSULTANT will be delayed in any way from completing the project under this Agreement.

B. The work to be done in connection with this Agreement may be changed at the request of COUNTY, with the mutual concurrence of CONSULTANT. Any change will be clearly and fully defined in writing and approved by both parties. Change orders must be consistent with the basic purpose of this Agreement and within the general Scope of Services identified in the Special Conditions. Changes in the Total Agreement Amount or the Agreement Expiration Date are not permitted in a change order.

C. This Agreement, including all items incorporated by reference, contains all negotiations and agreements between CONSULTANT and COUNTY. No other understanding, whether written or oral, regarding this Agreement, may be used to bind either party.

D. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

ARTICLE 21 AFFIRMATIVE ACTION

A. Pursuant to Minnesota Statutes Section 363.073, for agreements in excess of $100,000.00 CONSULTANT certifies that it has received a certificate of compliance from the Commissioner of Human Rights or provided COUNTY with a letter of exemption.

B. CONSULTANT certifies that it is an equal opportunity employer and complies with Title VI of the Civil Rights Act of 1964, and the President's Executive order no. 11246 as amended by Executive Order No. 11375. Accordingly, 49 C.F.R. 21 through Appendix C and 23 C.F.R. 710.405(b) will be applicable.

ARTICLE 22 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

A. CONSULTANT must procure all licenses, permits, or other rights necessary to fulfill its obligations under this Agreement in compliance with all applicable federal and state laws.

ARTICLE 23 AUDITS AND INSPECTIONS

A. The books, records, documents and accounting procedures and practices of CONSULTANT relevant to this Agreement are subject to examination by COUNTY and/or Legislative Auditors, as appropriate, for a minimum of six years. All required records must be maintained for at least three years after final payment is made under this Agreement.

B. Duly authorized representatives of COUNTY (and the Federal Highway Administration, if federal funds are involved) have the right to inspect the work of CONSULTANT under this Agreement, during regular working hours, whenever it is deemed necessary to do so.

C. Work Effort Audits:

1. COUNTY may conduct work effort audits for the various work tasks described in the Special Conditions. Audits will be randomly selected for completed work tasks. Audits will include work effort reviews and effort level analysis to determine the reasonableness of the hours charged.

2. CONSULTANT must maintain work effort progress reports showing work tasks, hours worked on the task by the various personnel assigned to this work and work effort performed by subcontractors assigned to the tasks.

ARTICLE 24 DATA PRACTICES AND INTELLECTUAL PROPERTY

A. CONSULTANT must comply with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by COUNTY in accordance with this Agreement and as it applies to all data created, gathered, generated, or acquired in accordance with this Agreement.

B. Any reports, studies, photographs, negatives, or other documents prepared by CONSULTANT in the performance of its obligation under this Agreement will be the exclusive property of COUNTY. All such materials must be remitted to COUNTY by CONSULTANT upon completion or cancellation of this Agreement. Without the prior written consent of COUNTY, CONSULTANT must not use, willingly allow, or cause to have such materials used for any purpose other than performance of CONSULTANT'S obligations under this Agreement.

C. Unless otherwise directed by COUNTY, the originals of reports, drawings, work sheets, plans, field notes, computations, and other project data must be relinquished to COUNTY:

1. Upon written notice of completion or cancellation of this Agreement

2. Upon written notification by COUNTY

3. Prior to final payment by COUNTY to CONSULTANT for this Agreement

ARTICLE 25 LIABILITY

Subject to the provisions of Minnesota Statutes Section 337.02, CONSULTANT must indemnify, save and hold COUNTY, its agents, and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by COUNTY, arising from the negligent performance of this Agreement by CONSULTANT or CONSULTANT'S agents or employees. This clause will not be construed to bar any legal remedies CONSULTANT may have for COUNTY'S failure to fulfill its obligations pursuant to this Agreement.

ARTICLE 26 WORKER'S COMPENSATION

Any and all employees of CONSULTANT, including its subcontractors, or other persons while engaged in the performance of any work or services required by CONSULTANT under this Agreement, will not be considered employees of COUNTY. Any and all claims that may arise under the Workers' compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of CONSULTANT'S employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of COUNTY. Pursuant to Minnesota Statutes 176.182, acceptable evidence of compliance with Workers' Compensation insurance coverage requirements must be presented to COUNTY before COUNTY may enter into a contract with CONSULTANT.

ARTICLE 27 INSURANCE

A. A certificate of insurance for each type of insurance required under this Agreement must be filed with COUNTY'S Authorized Agent within 30 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each policy must contain a 10-day notice of cancellation, non-renewal, or material change to all named and additional insured.

B. CONSULTANT must maintain and furnish satisfactory evidence of the following insurance policies with MINIMUM coverage set at the liability limits for COUNTY, as set forth in Minnesota Statutes Section 466.04, or any subsequent legislative modification to these liability

limits:

1. CONSULTANT must furnish satisfactory evidence of insurance from loss by any means of all data furnished to CONSULTANT by COUNTY, and for partially completed data for which COUNTY has made payment.

2. Workers' Compensation Insurance: CONSULTANT will provide Workers' Compensation insurance for all CONSULTANT employees and, in case any work is subcontracted, CONSULTANT will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of COUNTY of Minnesota, and including Coverage B, Employer's Liability, at limits not less than $500,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $500,000.00 bodily injury by accident. Evidence of subcontractor's insurance shall be filed with the CONSULTANT.

3. Commercial General Liability: CONSULTANT will maintain insurance protecting CONSULTANT from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Agreement whether such operations be by CONSULTANT or by a subcontractor or by anyone directly or indirectly employed under this Agreement.

   CONSULTANT'S agrees to have and keep in force insurance in the Minimum amounts listed below:

General Aggregate	$3,000,000
Products – Complete Operations Aggregate	$3,000,000
Personal and Advertising Injury – Each Occurrence	$1,500,000
Combined Bdily Injury and Property Damage	$1,500,000

   Name COUNTY as an Additional Insured

4. Commercial Automobile Liability: CONSULTANT will maintain insurance protecting CONSULTANT from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under this Agreement whether such operations were by CONSULTANT or by subcontractor or by anyone directly or indirectly employed under this Agreement. Unless otherwise specified within this Agreement, the CONSULTANT insurance minimum amounts will be as $1,500,000 – combined single limit each occurrence for bodily injury and property damage covering Owned, Hired, and Non-owned automobiles. Itasca County shall be named as an Additional Insured

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance:

   CONSULTANT insurance minimum amounts will be $2,000,000 per claim and $2,000,000 annual aggregate.

CONSULTANT must submit a certified financial statement which provides evidence that CONSULTANT has adequate assets to cover any deductible which applies to this policy.

This policy will provide coverage for all claims CONSULTANT will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONSULTANT'S professional services required under this Agreement.

6. For work on railroad property, CONSULTANT must obtain Railroad Protective Liability Insurance in accordance with Mn/DOT Specification 1708.2 (2005 Edition) or any subsequent changes or modifications to this specification.

C. CONSULTANT must obtain insurance policies from an insurance company having a "AM BEST" rating of A-VIII or better.

D. COUNTY reserves the right to immediately rescind this Agreement if CONSULTANT is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONSULTANT. All insurance policies must be open to inspection by COUNTY, and copies of policies must be submitted to COUNTY'S Authorized Agent upon written request.

ARTICLE 28 DELIVERABLE STANDARDS

A. COUNTY will have the authority to disapprove or reject services and/or goods that are defective. CONSULTANT will be responsible for the accuracy of the work under this Agreement and must make immediate, necessary revisions, repairs, or corrections without compensation resulting from errors and omissions on the part of CONSULTANT.

Services and/or goods delivered under this Agreement must be in accordance with applicable federal or state standards and/or specifications and must be of a quality that is satisfactory to COUNTY'S Authorized Agent, whose determination as to quality will be final and conclusive. Acceptance of the services and/or goods by COUNTY will not be considered a waiver of any provision of this Agreement and will not relieve CONSULTANT of the responsibility for subsequent correction of any such errors or omissions and the clarification of any ambiguities.

In the event revisions, repairs, or corrections to the deliverables must be made, CONSULTANT must invoice COUNTY for any employee's time necessary to revise, repair or correct errors or omissions at a rate of zero (0) dollars per hour for the number of hours necessary to perform the work.

B. The services and/or goods provided to COUNTY by CONSULTANT must be of such quality that they are suitable for their intended purpose.

C. Time is of the essence, with respect to this Agreement. In the event CONSULTANT fails to perform its duties by the time fixed for the completion of the work, COUNTY may elect to immediately cancel this Agreement.

D. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure, fire flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provide the defaulting party gives written notice as soon as possible to the other party of the inability to perform.

ARTICLE 29 PRINTING, PAPER STOCK, AND INK REQUIREMENTS

If this Agreement results in reports or documents paid for by COUNTY, CONSULTANT must comply with Minnesota Statutes Sections 16B.121, 122, 124, 125 for the purchase of printing, paper stock, and printing ink.

ARTICLE 30 ANTITRUST

CONSULTANT assigns to COUNTY any and all claims for overcharges as to services and/or goods provided in connection with this Agreement resulting from alleged antitrust violations which arise under the antitrust laws of the United States and STATE of Minnesota.

ARTICLE 31 PUBLICITY

Any publicity given to the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for CONSULTANT or its employees individually or jointly with others, or any subcontractors must identify COUNTY as the sponsoring agency and must not be released without prior approval by COUNTY'S Authorized Agent, unless such release is a specific part of an approved work plan included in this Agreement.

ARTICLE 32 OFFICIALS NOT TO BENEFIT

A. Without prior written consent of COUNTY, CONSULTANT must not employ any professional or technical personnel who are or have been at any time during the time period of this Agreement in the employ of COUNTY, except retired COUNTY employees, without written consent from COUNTY.

B. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working for CONSULTANT, any fee, commissions, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award of making of this Agreement.

ARTICLE 33 CANCELLATION

A. This Agreement may be immediately canceled by COUNTY, at any time, with or without cause, upon written notice to the CONSULTANT. In the event of such cancellation CONSULTANT will be entitled to payment, determined on pro rata basis, for services and/or goods satisfactorily performed or delivered.

B. In the event COUNTY cannot or does not obtain funding from the Minnesota Legislature, or funding cannot be continued at a level sufficient to allow for the purchasing of the services and/or goods contained herein, this Agreement may be immediately canceled, at COUNTY'S option, by written notice of cancellation delivered in person, by mail, or facsimile to CONSULTANT at the address specified in this Agreement. COUNTY will not be obligated to pay for any services and/or goods provided by CONSULTANT after such notice of cancellation.

ARTICLE 34 ERRORS OR OMISSIONS

A. CONSULTANT will be responsible for the accuracy of the work and must promptly make necessary revisions or corrections resulting from CONSULTANT'S errors, omissions, or negligent acts without additional compensation. Acceptance of the work by COUNTY will not relieve CONSULTANT of the responsibility for subsequent correction of any errors or omissions

or for clarification of any ambiguities.

It is understood by the parties that COUNTY will rely on the professional performance and ability of the CONSULTANT. Any examination by COUNTY, or any acceptance or use of the work product of the CONSULTANT will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the CONSULTANT which would relieve the CONSULTANT from any liability or expense that could be connected with the CONSULTANT'S sole responsibility for the property and integrity of the professional work to be accomplished by the CONSULTANT pursuant to this Agreement.

B. At any time during construction or any phase of work performed by others based on data provided by CONSULTANT, CONSULTANT must confer with COUNTY when necessary for the purpose of interpreting the information secured and/or to correct any errors and/or omissions made by CONSULTANT. CONSULTANT must prepare any and all plans or data needed to correct the errors and/or omissions without added compensation, even though final payment may already have been received by CONSULTANT. CONSULTANT must give immediate attention to these changes so there will be minimal delay to the construction or other work as referenced.

C. If errors, omissions and/or negligent acts are made by CONSULTANT in any phase of the work, the correction of which may require additional field or office work, CONSULTANT will be promptly notified by COUNTY and will be required to perform such additional work as may be necessary to correct these errors, omissions and/or negligent acts without undue delay and without additional cost to COUNTY. If the CONSULTANT is aware of any errors, omissions and/or negligent acts made in any phase of the work, the corrections of which may require any additional field or office work, CONSULTANT must promptly perform such additional work as may be necessary to correct these errors, omissions and/or negligent acts without undue delay and without additional cost to COUNTY.

D. CONSULTANT will be responsible for any damages incurred as a result of its errors, omissions, and/or negligent acts and for any loss or cost to repair or remedy CONSULTANT'S errors, omissions and/or negligent acts. Acceptance of the work by COUNTY will not relieve CONSULTANT of the responsibility for subsequent correction of any such errors, omissions, and/or negligent acts, or of liability for loss or damage resulting therefrom.

E. CONSULTANT must respond to COUNTY'S notice of any errors and/or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the CONSULTANT. Notification will be by telephone, followed by Certified Mail. CONSULTANT may be required to make a field review of the project site, as defined in the Special Conditions, if directed by COUNTY'S Authorized Agent and CONSULTANT may be required to send personnel to the appropriate COUNTY office as part of correcting any errors and/or omissions.

ARTICLE 35 QUALITY ASSURANCE AND QUALITY CONTROL

Prior to approval and execution of this Agreement, CONSULTANT must have a Quality Assurance and Quality Control (QA/QC) Program. During the term of this Agreement, CONSULTANT must adhere to CONSULTANT'S QA/QC Plan, which was prepared by CONSULTANT and accepted by COUNTY'S Authorized Agent, for this Agreement. The QA/QC Plan is incorporated into this Agreement by reference. With each deliverable submitted to COUNTY pursuant to this Agreement, CONSULTANT must certify in writing to COUNTY'S Authorized Agent that there was compliance with the QA/QC Plan. COUNTY may cancel this Agreement for CONSULTANT'S failure to follow the QA/QC Plan for this Agreement.

ARTICLE 36 DISPUTES

COUNTY'S Authorized Agent will be the initial interpreter of the requirements of this Agreement and will judge the acceptability of the work hereunder. Claims, disputes, and other matters relating to the acceptability of the work will be referred in writing to COUNTY'S Authorized Agent, with a request for a formal decision to be rendered in writing within a reasonable time. Written notice of each claim, dispute, or other matter must be delivered by CONSULTANT to COUNTY'S Authorized Agent within fifteen (15) days of the occurrence of the event giving rise to the claim, dispute, or other matter. Written supporting data must be submitted to COUNTY'S Authorized Agent within forty-five (45) days of each such occurrence, unless COUNTY'S Authorized Agent allows an additional period of time to ascertain more accurate data.

The rendering of a decision by COUNTY'S Authorized Agent will be a condition precedent to CONSULTANT'S exercise of such rights and remedies as it may have under this Agreement or at law in respect to any claim, dispute, or other matter.

ARTICLE 37 FEDERAL CLAUSES

If Federal Funds are involved with this Agreement, the following additional conditions apply:

A. Federal Reimbursement will be limited to the Federal share of costs which are allowable under the Federal cost principles contained in the Federal Acquisition Regulation, Contract Cost Principles and Procedures, 48 C.F.R. 31.

B. CONSULTANT warrants and represents that COUNTY and the Federal Highway Administration will have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use for federal, COUNTY, or local government purposes, any patentable subject matter or copy rightable materials developed, or any rights of copyright to which COUNTY has purchased ownership, under this Agreement.

When applicable, the patent rights provisions of 48 C.F.R. 27 will apply to this Agreement regarding rights to inventions. Such provisions are incorporated by reference and must be incorporated in all subcontracts by reference.

C. Federal-Aid Agreements: CONSULTANT acknowledges that by signing this Agreement, it certifies to the best of its knowledge and belief:

1. That no Federal appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; or the making, extension, continuation, renewal, amendment, or modification of any Federal grant, load, or cooperative agreement.

2. That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, CONSULTANT must complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. That this certification is a material representation of fact upon which reliance was

placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty.

4. That is must require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000.00 and that all such subcontractors must certify and disclose accordingly.

D. CONSULTANT must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean air Act 42 U.S.C. 7606; Section 508 of the Clean Water Act, 33 U.S.C. 1368; Executive order 11738, and all applicable regulations promulgated by the United States Environmental Protection Agency.

E. CONSULTANT must comply with the mandatory standards and policies in COUNTY Energy Conservation Plan, Minnesota Statute Chapter 116J, issued in compliance with the Energy Policy and conservation Act, 42 U.S.C. 6201 et scq.

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2930

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bridge Design Consultant Services - CSAH 80

BOARD ACTION REQUESTED:
Authorize the County Engineer to enter into a professional service contract with Widseth Smith Nolting & Associates, Inc. to provide bridge design services for a bridge replacement on CSAH 80 over BNSF rail line and authorize the County Engineer to execute the contract documents.

BACKGROUND:
The bridge on CSAH 80 over BNSF rail is structurally deficient and will be replaced as part of our planned 2026 construction season. It is necessary to contract design services to replace the bridge. We have requested a proposal from WSN for the design series and they have responded with a proposal that is acceptable from the Transportation Department's perspective. See attached. WSN has provided design services in the past and it is recommended that they be used for this project.

This is the standard Professional Technical Contract that the department uses and has been through Attorney review in the past.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. CSAH 80 Professional Conteract - unsigned

02/21/2023

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/28/2023 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

ITASCA COUNTY
PROFESSIONAL TECHNICAL (no county employees) SERVICES

This Contract is between Itasca County and Widseth Smith Nolting & Associates, INC, 610 Fillmore Street PO Box 1028, Alexandria, MN 56308-1028.

WHEREAS, the County Board of Commissioners is empowered to engage such assistance as deemed necessary, and

WHEREAS, County does not have available necessary and qualified personnel to conduct the services as describe herein, and

WHEREAS, CONSULTANT represents that it is duly qualified and agrees to perform all services in this Contract.

NOW, THEREFORE it is agreed that CONSULTANT, who is not a County employee, will perform the work under this Contract, including the Special and General Contracts and Exhibits A and B or any other conditions which are hereby attached and incorporated.

Effective Date: February 28, 2023 or the date that all required signatures are obtained by County whichever is later.

Expiration Date: December 31, 2026.

IN WITNESS WHEREOF, the parties have executed this contract intending to be bound.

CONSULTANT

By:_____
WSN, Inc.

By:_____
WSN, Inc.

ITASCA COUNTY

By:_____
Itasca County
Karin Grandia
County Engineer

Consultant's Signature Acknowledgement

This instrument was acknowledged before me this ____day of _____

by_____the _____ and
(name) (title)

by_____the _____ and
(name) (title)

of WSN, Inc.

_____
Notary Public

SPECIAL CONDITIONS

INTRODUCTION

The services to be provided under this Agreement are for design services to Itasca County in connection with bridge replacement and associated roadway design project relating to existing bridge number 88246 located on CSAH 80 over BNSF railroad property. This design will require the Consultant to coordinate with and get approval from BNSF.

ARTICLE 1 TERM OF AGREEMENT:

A.	Effective Date:	February 28, 2023 or the date that all required signatures are obtained by the County, whichever is later.
B.	Work Completion Date:	January 31, 2024
C.	Expiration Date:	December 31, 2026

ARTICLE 2 SCOPE OF WORK:

A. SURVEY

a. The Consultant shall use the survey data provided by the County.

B. HYDRAULICS

a. The Consultant shall prepare a waterway study for the stream crossing. The study shall contain data normally required by State and Federal agencies, including a risk assessment (not a risk analysis) and a scour analysis. The analysis shall be prepared using HECRAS, WSPRO, or HY-8 computer software programs.

C. PRELIMINARY DESIGN

a. The Consultant shall prepare and submit to the County preliminary cost estimates for up to three types of bridge structures suggested by the County prior to any preliminary design work.
b. Following the selection by the County of one of the preliminary suggested types of structures, the Consultant shall prepare and submit to the County one preliminary design for the selected structure, including general features, dimensions, and basic design requirements. The design shall contain sufficient detail to be used in required reports and applications for permits required of the County.
c. The Consultant shall, at the request of the County, provide a representative to attend reviews, hearings, meetings, and other presentations scheduled during the design phase of the Project.

D. REPORTS

a. If required by the County, the Consultant shall prepare a Design Exception Request. Copies of the Request and its disposition shall be filed with the County.

E. PERMITS

a. If required, the County shall apply for a permit from the Minnesota Department of Natural Resources. The County shall perform the wetland delineation and the Consultant shall add that information to the project base map and send an AutoCAD drawing back to the County for completing the permit.
b. The County shall apply and obtain necessary wetland and protected water permits with the assistance of the Consultant. The County shall obtain drawings with the wetland limits, cross sections, and total acres of disturbance from the Engineer. This information is needed for the permit application through the "Joint Notification Form" used by the SWCD, DNR and the Corp of Engineers.
c. The Consultant shall perform utility investigation and coordination necessary for preliminary and final design.

F. ASBESTOS AND REGULATED WASTE ASSESSMENT

a. The Consultant shall prepare an Asbestos and Regulated Waste Assessment of the existing bridge if it is a timber structure.

G. SOILS

a. The Consultant shall recommend and retain, subject to the approval of the County, a competent Soils Engineering firm to obtain test borings and determine the foundation conditions at the site of the proposed structure. The cost of the subsurface soils testing shall be invoiced directly to the County by the Soils Engineering firm.
b. The County will require insurance and proof of insurance from the Soils Engineering firm including Workers Compensation insurance, liability insurance and motor vehicle coverage.

H. BRIDGE PLANS

a. The Consultant will prepare and submit to the County one preliminary bridge plan, which shall include general features, dimensions, and basic design requirements for the proposed structure. The preliminary plan shall be prepared in accordance with State-Aid 5-892.200, and shall also conform to the State Aid and Federal Highway Administration Standards that are in effect on the date the preliminary plans are submitted to the Minnesota Department of Transportation by the County or the Consultant.
b. When directed by the County the Consultant shall prepare an engineering design for the selected structure. The structural design shall conform to the current American Association of State Highway and Transportation Officials Design Specifications and shall also conform to the State Aid and Federal Highway Administration Standards that are in effect on the date the preliminary plans are approved by the Minnesota Department of Transportation.
c. The Consultant shall prepare one final detail bridge plan on the best-grade reproducible material in ink, drawing to conventional scales on 11" x 17" sheets with inside borderlines and a ¾" margin between the borderline and the left-hand side of the sheet. The plan sheet shall be prepared in accordance with Minnesota Department of Transportation, Mn/DOT, Bridge Design Specifications. Construction requirements of the Minnesota Department of Transportation's Standard Specifications for Construction 2018 edition shall be incorporated into the plans.
d. The Consultant shall prepare a complete construction cost analysis for the proposed structure for use by the County in preparing a bid proposal. The Consultant shall also prepare special bid specifications outlining any special requirements regarding construction of the structure that are not covered by the plan or in the Minnesota Department of Transportation Standard Specifications for Construction.
e. The Consultant shall present the final design to the State-Aid Engineer.
f. The Consultant shall complete and submit to the County stream bed scour calculations and show data on appropriate plan sheet.
g. The Consultant shall prepare the load rating sheet as required by the Minnesota Department of Transportation and submit the report to the County.
h. The Consultant will assist with the letting of bids including preparation of an abstract of the bids which shall be submitted to the County.
i. The Consultant shall provide to Itasca County a copy of the final design in computer drawing format. These drawings shall be the property of Itasca County.

I. ROADWAY DESIGN AND PLAN PREPARATION

a. The Consultant shall assemble all existing survey data and incorporate such data into the preparation of the Roadway Design.
b. The Consultant shall prepare layouts showing the geometric design of the roadway and this plan will show plan and profile, specific design features in terms of horizontal and vertical alignment, typical section, width, access control, right-of-way, plotting of finished cross-sections, quantities, special provisions, and other factors relating to geometric design.
c. It is the intent of this agreement that the Roadway Plans shall embody the design standards in use by the Minnesota Department of Transportation at the time the design work for the plans is being performed.

ARTICLE 3 ITEMS PROVIDED AND/OR COMPLETED BY COUNTY:

A. The following will be provided and/or completed by COUNTY
   1. Property owner information
   2. Easements as required to construct the project
   3. Wetland Delineation
   4. Obtain Necessary Permits

ARTICLE 4 DELIVERABLES BY CONSULTANT:

A. COUNTY'S Authorized Agent has the authority to update and adjust all project schedules when necessary.

ARTICLE 5 CONSIDERATION OF PAYMENT:

A. Consideration of all services performed and goods or materials supplied by CONSULTANT will be paid by COUNTY on an Hourly, Not to Exceed dollar amount as specified in contract.

B. CONSULTANT shall provide invoices on a monthly basis.

ARTICLE 6 TERMS OF PAYMENT:

A. CONSULTANT will use the COUNTY approved "Invoice" when submitting invoices on a monthly basis.

B. Retainage: Payments to CONSULTANT will be made based on invoices submitted monthly.

C. CONSULTANT will submit to COUNTY a monthly progress report with the invoice summarizing work complete to date.

D. Definition of "hourly not to exceed": CONSULTANT shall be paid for every hour that employees of the CONSULTANT are actually performing work in the project. The hourly rates for all employees are provided by the CONSULTANT in Exhibit A. CONSULTANT shall be reimbursed for actual expenses incurred for materials, approved travel expenses, equipment rental, permits, licenses, etc. The entire above are subject to the "not to exceed" amount in the Contract.

E. HOURLY RATE: Compensation in full for the work described in paragraphs listed below as "Hourly Rate" shall be on an hourly rate basis which includes the CONSULTANT'S overhead, and in addition, the CONSULTANT'S expenses directly related to the agreement will be compensated. The Hourly Rate Schedule Exhibit A is attached to and made a part of this agreement.

ARTICLE 7 AGREEMENT PERSONNEL:

A. CONSULTANT'S key personnel, as defined in Article 17 of the General Conditions:

1. Name: Kent Rohr, P.E.
   Title: Project Manager
   Address: 610 Fillmore Street, PO Box 1028
   Alexandria, MN 56308

   Phone: 320-762-8149

ARTICLE 8 COUNTY'S AUTHORIZED AGENT AND PROJECT MANAGER:

A. COUNTY'S Authorized Agent, or his/her successor, will be:

Name: Karin Grandia, PE
Title: Itasca County Engineer
Address: 123 4th Street NE, Grand Rapids, MN 55744
Phone: 218-327-7389

COUNTY'S Authorized Agent will have final authority to accept or reject CONSULTANT'S services and/or goods. If such services and/or goods are acceptable and satisfactory, CONSULTANT'S Authorized Agent will certify each invoice submitted by CONSULTANT.

B. COUNTY'S Project Manager, or his/her successor, for this Agreement will be:

Name: Rachel Metelak, PE
Title: Transportation Engineer
Address: 123 4th Street NE, Grand Rapids, MN 55744
Phone: 218-327-0685

COUNTY'S Project Manager will sign progress reports, review billing statements, make recommendations to the COUNTY'S Authorized Agent for acceptance or rejection of CONSULTANT'S goods or services and make recommendations to the CONSULTANT'S Authorized Agent for certifications for payment of each invoice submitted by CONSULTANT.

ARTICLE 9 MODIFICATIONS OF THE GENERAL CONDITIONS:

None.

ARTICLE 10 ADDITIONAL PROVISIONS:

A. Arbitration. Any dispute or disagreement between the parties arising out of or related to this Agreement shall be in the District Court Ninth Judicial District of the State of Minnesota and resolved by arbitration in Itasca County, Minnesota, USA, under the rules in effect of the American Arbitration Association. Judgment upon award may be entered in any court of competent jurisdiction.

EXHIBIT A

HOURLY RATE SCHEDULE

Please see attached Proposal/Cost Estimate for estimated time and hourly rates.

"Exhibit A"

WIDSETH

CONFIRMATION OF REQUEST FOR ENGINEERING SERVICES

Alexandria
610 Fillmore Street
Alexandria MN 56308
320.762.8149
Alexandria@Widseth.com
Widseth.com

CLIENT: Itasca County Hwy Department

LOCATION: Grand Rapids, Minnesota

SERVICE REQUESTED BY: Rachel Metelak, PE

DATE: February 10, 2023

PROJECT: Replacement of Itasca County Bridge 88246

DESCRIPTION OF WORK INVOLVED: Prepare bridge replacement plans and supporting documents as outlined in the attached Work Plan/Cost estimate for replacement of Itasca County Bridge 88246 on CSAH 80 over the BNSF railroad. Preliminary and Final Plans will be submitted to State Aid Bridge and District State Aid for review and comments. Includes early coordination meeting with County to review proposed road profile, bridge section and roadway section over bridge. Includes coordination with BNSF railroad and MnDot for tie-in to TH 169.

ESTIMATED ENGINEERING COSTS:
Bridge Replacement Plans

WSN LABOR & EXPENSES
$72,379.00 (Not to exceed)

See attached Work Plan/Cost Estimate for breakdown of costs.

TIME SCHEDULE FOR SERVICES: Complete by January 31, 2024 unless requested earlier by County.

BILLING METHOD:
(X) Hourly
( ) Percentage
( ) Lump Sum
( ) Other

BILLING SCHEDULE:
(X) Monthly
( ) Phased
( ) Upon Completion

REMARKS: Billing to be on an hourly plus expenses basis per attached Fee Schedule and General Provisions. WSN will not exceed stated cost without additional authorization from client.

WIDSETH SMITH NOLTING agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

SUBMITTED:

WIDSETH SMITH NOLTING

BY: _____
Kent A. Rohr, Vice President

APPROVED:

BY: _____

DATE: _____

Widseth Smith Nolting: Work Plan/Cost Estimate for Itasca County Br 88246 Replacement

Cost based on replacement structure being single or multiple span bridge

10-Feb-21

WORK TASK NO. AND SUBTASK	ELEMENT OF WORK	Project Enginner Engineer IV $188.00	Project Engineer/ Land Surveyor Engineer III $180.00	Project Engineer Engineer II $155.00	Design Engineer Engineer I $130.00	Engineering Technician Technician IV $145.00	Engineering Technician Technician III $130.00	Engineering Technician Technician II $110.00	Engineering Technician Technician I $87.00	Administrative Assistant $82.00	Expenses	Total Item Cost
A	Design Services											
1	Site Topo and Survey		3				14	14			150	$4,050.00
2	Develop Bridge Survey Sheet						6					$780.00
3	Coordination with BNSF Railroad	8		40								$7,704.00
4	Scoping of Alternate Designs, structure type and alignment options	4		4		12						$3,112.00
5	Utility Coordination			4								$620.00
6	Stormwater review and design	2			16							$2,456.00
7	Coordination with MnDot	2		8								$1,616.00
8	Coordinate Geotech Report			1								$155.00
9	Asbestos and Regulated Waste Report	1	10								150	$2,138.00
10	Prepare Preliminary Bridge Plans	6		12			40					$8,188.00
11	Coordination with Permitting Agencies			12								$1,860.00
12	Prepare Preliminary Approach Plans	4		4			32					$5,532.00
13	Final Bridge and Approach Plans including QA/QC review	12	12	48		48	80					$29,216.00
14	Detour Plan			2		6						$1,180.00
15	Submit Final Plans, SP, Estimate and Rating forms	4		12		8						$3,772.00
	TOTAL HOURS	43	25	147	16	74	172	14	0	0		491
	TOTAL COST	$8,084.00	$4,500.00	$22,785.00	$2,080.00	$10,730.00	$22,360.00	$1,540.00	$0.00	$0.00	$ 300.00	$72,379.00

Final Bridge Package includes Signed Plans, SB Specifications, Engineers Estimate, Checklists, Material Testing Forms and Bridge Rating

AutoCAD staking information will be provided to the County.

Geotechnical Work will be coordinated by Wiseth with cost billed directly to the County

Permits do not include Wetland Delineation and Report, cost for WSN to provide this service is $2,250.00

Approach grading costs based on 300'-500' of grading on each side of the bridge

WIDSETH

2023 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	$130 / Hour
Level II	$155 / Hour
Level III	$180 / Hour
Level IV	$188 / Hour
Level V	$200 / Hour
Technician	
Level I	$ 87 / Hour
Level II	$110 / Hour
Level III	$130 / Hour
Level IV	$145 / Hour
Level V	$160 / Hour
Computer Systems Specialist	$175 / Hour
Senior Funding Specialist	$135 / Hour
Marketing Specialist	$120 / Hour
Funding Specialist	$105 / Hour
Administrative Assistant	$ 82 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) *subject to IRS Guidelines*	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	$100 / Day
ATV Side by Side Rental	$200 / Day
Waste Water Sampler	$40 / Day
ISCO Flow Recorder	$60 / Day
Photoionization Detection Meter	$100 / Day
Explosimeter	$50 / Day
Product Recovery Equipment	$35 / Day
Survey-Grade GPS (Global Positioning System)	$75 / Hour
Mapping GPS (Global Positioning System)	$150 / Day
Lath & Hubs	$150 / Day
Soil Drilling Rig	$35 / Hour
Groundwater Sampling Equipment	$125 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	$0.10 Each
Black & White Copies: 11" x 17"	$0.50 Each
Black & White Copies: 24" x 36"	$3 Each
Color Copies: 8-1/2" x 11"	$2 Each
Color Copies: 11" x 17"	$4 Each
Color Copies: 24" x 36"	$12 Each
Color Plots: 42" x 48"	$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

"Exhibit B"

GENERAL CONDITIONS

ARTICLE 11 TERMS OF AGREEMENT

A. This Agreement will be effective upon the date set in the Special Conditions, or upon execution and approval by the appropriate COUNTY officials, and the appropriate CONSULTANT officials, whichever event occurs later. This Agreement will remain in effect until the Expiration Date set in the Special Conditions, or until all obligations set forth in this Agreement have been fulfilled to the satisfaction of COUNTY, whichever event occurs first.

B. For delays encountered that are beyond CONSULTANT'S control, and upon written request from CONSULTANT, COUNTY'S Authorized Agent may extend the Work Completion Date, as set forth in the Special Conditions of this Agreement. The length of such time extension will be determined by COUNTY'S Authorized Agent and will not exceed the Expiration Date of the Agreement.

C. It will be CONSULTANT'S responsibility to notify COUNTY'S Project Manager and COUNTY'S Authorized Agent, in writing, if the project will not be completed as scheduled. COUNTY'S Project Manager will have the authority to adjust the schedule, in writing, within the terms of the Agreement.

ARTICLE 12 GOVERNING LAW

This agreement will be interpreted pursuant to Minnesota Law. Any citation to federal or state law incorporates the language of that law into this Agreement as if fully set forth herein.

ARTICLE 13 TERMS OF GENERAL CONDITION

A. Any and all provisions of these General Conditions will remain in force unless they are specifically and deliberately canceled or modified, in writing, by the Special Conditions of This Agreement.

B. To the extent of any inconsistencies between the Special Conditions and these General Conditions, the Special Conditions will control. Minnesota Law supersedes any of the Special Conditions or General Conditions set forth in this Agreement.

ARTICLE 14 TERMS OF PAYMENT

A. Subject to the provisions of the Special and General conditions, all services performed and/or goods satisfactorily supplied by CONSULTANT pursuant to this Agreement will be paid by COUNTY. Compensation will be in accordance with the Special Conditions, ARTICLE 5, Consideration of Payment.

B. If it appears at any time that CONSULTANT will exceed the Total Agreement Amount stated in the Special Conditions of this Agreement, CONSULTANT must notify COUNTY'S Authorized Agent in writing in a timely manner. CONSULTANT will not be compensated for work performed in excess of the Total Agreement Amount without a written, and fully executed, amendment to the Agreement. Any work performed beyond that which is provided for in this Agreement without a prior written amendment signed by COUNTY, will be deemed voluntary and CONSULTANT will not be entitled to compensation for the extra work.

C. If CONSULTANT claims any instructions, latent conditions, or conditions exist that cause extra cost under this Agreement, CONSULTANT must make claim for any extra cost incurred in

writing 10 days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Conditions of this Agreement. Any claim made after this time will be refused and no claim will be valid unless so made. Any work performed under an amendment to this Agreement that has not been properly approved and executed by the parties, will be performed at CONSULTANT'S own risk. COUNTY'S Authorized Agent will have the sole authority to determine whether any claimed extra costs are reasonable under the circumstances and whether COUNTY will approve the extra costs.

D. COUNTY will not pay overtime rates for any overtime work or services performed by CONSULTANT or subcontractor unless COUNTY'S Authorized Agent has specifically requested CONSULTANT to do so in writing. When specifically authorized by COUNTY'S Authorized Agent, overtime premium pay will be reimbursed as a direct cost for the overtime portion of the hourly rate and is not eligible for overhead costs or profit.

E. Reimbursement for travel and subsistence expenses actually and necessarily incurred by CONSULTANT as a result of performance of this Agreement must not exceed the amount defined in the Special Conditions. CONSULTANT will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Mn/DOT Travel Regulations". CONSULTANT will not be reimbursed for travel and subsistence expenses incurred outside STATE of Minnesota unless it has received prior written approval from COUNTY for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state".

F. The final payment due CONSULTANT will be based on actual acceptable costs as determined by an audit conducted by COUNTY. The audit will be conducted using the Cost Principles and Procedures set forth in the Federal Acquisition Regulations, 48 C.F.R. #31, or as modified by COUNTY policies and procedures. Based upon final audit, the final payment to CONSULTANT may exceed the Total Agreement Amount without amending this Agreement.

ARTICLE 15 PROCEDURE FOR PAYMENT

A. Payments will be made by COUNTY within 30 days of CONSULTANT'S presentation of invoices and progress reports for services performed and the acceptance of such services by COUNTY'S Authorized Agent.

B. Invoices for payment must be submitted by CONSULTANT monthly to COUNTY'S Authorized Agent in the form prescribed by COUNTY. Invoices must identify the cost for the services performed and/or goods delivered for the billing period and must satisfy the requirements listed below:

1. Each invoice must contain the following information: COUNTY Agreement Number, COUNTY agreement invoice number (sequential), billing address if different from business address, and CONSULTANT'S original signature attesting that the invoiced services and costs are new and that no previous charge for those services and/or goods has been included in any prior invoice.

2. Direct non-salary costs allocable to the work under this Agreement, and defined in the Special Conditions of this Agreement, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct non-salary costs are any costs that are not the salaried costs directly related to the work of the CONSULTANT. Supporting documentation must be provided in a manner that corresponds to each direct cost.

3. The original of each invoice and progress report must be sent to COUNTY'S Authorized Agent for review and payment.

4. CONSULTANT must provide, upon request of COUNTY'S Authorized Agent, the following supporting documentation:

   a. Direct salary costs of employees' time directly chargeable for the services performed under this Agreement. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and

   b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generate printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.

C. If CONSULTANT is authorized by COUNTY to use or uses any subcontractors, CONSULTANT must include all the above supporting documentation in any subcontractor's agreement, and CONSULTANT must comply with Minnesota Statutes Section 16A.1245, requiring timely payment by CONSULTANT of subcontractor, penalties for late payments, and defining costs the subcontractor must be awarded if the subcontractor prevails in a lawsuit.

D. CONSULTANT must require subcontractor's invoices to follow the same form and contain the same information as set forth in ARTICLE 15.B above.

ARTICLE 16 CONDITIONS OF PAYMENT

A. All services and/or goods provided by CONSULTANT pursuant to this Agreement must be performed to the satisfaction of COUNTY and in accordance with the following:

   1. All current applicable federal, state, and local laws, ordinances, rules and regulations.

   2. All current STATE standards, policies, and practices.

B. CONSULTANT will not receive payment for work determined by COUNTY'S Authorized Agent to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

C. RETAINAGE: Pursuant to Minnesota Statutes Section 16C.08, subdivision 5(b), no more than ninety percent (90%) of the compensation due under this Agreement may be paid until the final products of this Agreement have been reviewed by the Itasca County Board of Commissioners. The balance due and owing will be paid at the time that the Itasca County Board of Commissioners determines that CONSULTANT has satisfactorily fulfilled all the terms of this Agreement.

All services and/or goods covered by progress payments made by COUNTY will become the sole property of COUNTY. This provision must not be construed as relieving CONSULTANT from sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work or as waiving the right of COUNTY to require the fulfillment of all of the terms of this Agreement.

D. Nothing in this Agreement must be construed in any way to operate or relieve CONSULTANT from its obligation to complete the services and/or deliver any goods described in this Agreement for a sum not to exceed that set forth in the Special Conditions.

ARTICLE 17 CONSULTANT'S KEY PERSONNEL

A. CONSULTANT'S key personnel specified by name and title in the Special Conditions will be considered essential to the work being performed.

B. If, for any reason, substitution of a key person becomes necessary, CONSULTANT must provide two weeks' advance written notification of the substitution to COUNTY'S Authorized Agent. The written notification must include the proposed successor's name and a resume of his/her qualifications. COUNTY'S Authorized Agent will have the right to approve or reject the proposed successor.

ARTICLE 18 ASSIGNMENT

A. CONSULTANT may neither assign nor transfer any rights or obligations under this Agreement without prior written authorization from COUNTY'S Authorized Agent. The written authority will in no way relieve CONSULTANT from the primary responsibility for performance of the services and/or delivery of the goods specified in this Agreement.

ARTICLE 19 SUBCONTRACTS

A. CONSULTANT must require all subcontractor agreements to contain all appropriate terms and conditions of this Agreement, including Articles 11 through 12, Articles 14 through 16, Article 17, Articles 19 through 35, and Articles 37 and 38, as they apply to the subcontractor. The use of subcontractors does not relieve the CONSULTANT from performing and delivering the work stated in the Agreement.

B. COUNTY'S Authorized Agent must review and accept for compliance with the General and Special Conditions of this Agreement, all subcontractor agreements exceeding $10,000.00 prior to the execution of any such subcontractor agreement. COUNTY'S Authorized Agent has the authority to reject any subcontractor agreement that does not comply with the General and Special Conditions of this Agreement.

C. A copy of any and all subcontractor agreements must be returned to COUNTY'S Authorized Agent after execution of the subcontractor agreement and prior to work starting under the subcontractor agreement.

ARTICLE 20 AMENDMENTS, CHANGE ORDERS, MERGER, AND COUNTERPARTS

A. Amendments to this Agreement will be considered only for unforeseen work or services that were excluded in the Scope of Work of the Special Conditions and that are considered essential to the work. Any written claim made by the CONSULTANT for extra work or costs under this Agreement that has been approved by COUNTY'S Authorized Agent must be evidenced by an amendment to this Agreement. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Agreement, or their successors in office. CONSULTANT must notify COUNTY'S Project Manager in writing if CONSULTANT will be delayed in any way from completing the project under this Agreement.

B. The work to be done in connection with this Agreement may be changed at the request of COUNTY, with the mutual concurrence of CONSULTANT. Any change will be clearly and fully defined in writing and approved by both parties. Change orders must be consistent with the basic purpose of this Agreement and within the general Scope of Services identified in the Special Conditions. Changes in the Total Agreement Amount or the Agreement Expiration Date are not permitted in a change order.

C. This Agreement, including all items incorporated by reference, contains all negotiations and agreements between CONSULTANT and COUNTY. No other understanding, whether written or oral, regarding this Agreement, may be used to bind either party.

D. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

ARTICLE 21 AFFIRMATIVE ACTION

A. Pursuant to Minnesota Statutes Section 363.073, for agreements in excess of $100,000.00 CONSULTANT certifies that it has received a certificate of compliance from the Commissioner of Human Rights or provided COUNTY with a letter of exemption.

B. CONSULTANT certifies that it is an equal opportunity employer and complies with Title VI of the Civil Rights Act of 1964, and the President's Executive order no. 11246 as amended by Executive Order No. 11375. Accordingly, 49 C.F.R. 21 through Appendix C and 23 C.F.R. 710.405(b) will be applicable.

ARTICLE 22 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

A. CONSULTANT must procure all licenses, permits, or other rights necessary to fulfill its obligations under this Agreement in compliance with all applicable federal and state laws.

ARTICLE 23 AUDITS AND INSPECTIONS

A. The books, records, documents and accounting procedures and practices of CONSULTANT relevant to this Agreement are subject to examination by COUNTY and/or Legislative Auditors, as appropriate, for a minimum of six years. All required records must be maintained for at least three years after final payment is made under this Agreement.

B. Duly authorized representatives of COUNTY (and the Federal Highway Administration, if federal funds are involved) have the right to inspect the work of CONSULTANT under this Agreement, during regular working hours, whenever it is deemed necessary to do so.

C. Work Effort Audits:

1. COUNTY may conduct work effort audits for the various work tasks described in the Special Conditions. Audits will be randomly selected for completed work tasks. Audits will include work effort reviews and effort level analysis to determine the reasonableness of the hours charged.

2. CONSULTANT must maintain work effort progress reports showing work tasks, hours worked on the task by the various personnel assigned to this work and work effort performed by subcontractors assigned to the tasks.

ARTICLE 24 DATA PRACTICES AND INTELLECTUAL PROPERTY

A. CONSULTANT must comply with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by COUNTY in accordance with this Agreement and as it applies to all data created, gathered, generated, or acquired in accordance with this Agreement.

B. Any reports, studies, photographs, negatives, or other documents prepared by CONSULTANT in the performance of its obligation under this Agreement will be the exclusive property of COUNTY. All such materials must be remitted to COUNTY by CONSULTANT upon completion or cancellation of this Agreement. Without the prior written consent of COUNTY, CONSULTANT must not use, willingly allow, or cause to have such materials used for any purpose other than performance of CONSULTANT'S obligations under this Agreement.

C. Unless otherwise directed by COUNTY, the originals of reports, drawings, work sheets, plans, field notes, computations, and other project data must be relinquished to COUNTY:

1. Upon written notice of completion or cancellation of this Agreement

2. Upon written notification by COUNTY

3. Prior to final payment by COUNTY to CONSULTANT for this Agreement

ARTICLE 25 LIABILITY

Subject to the provisions of Minnesota Statutes Section 337.02, CONSULTANT must indemnify, save and hold COUNTY, its agents, and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by COUNTY, arising from the negligent performance of this Agreement by CONSULTANT or CONSULTANT'S agents or employees. This clause will not be construed to bar any legal remedies CONSULTANT may have for COUNTY'S failure to fulfill its obligations pursuant to this Agreement.

ARTICLE 26 WORKER'S COMPENSATION

Any and all employees of CONSULTANT, including its subcontractors, or other persons while engaged in the performance of any work or services required by CONSULTANT under this Agreement, will not be considered employees of COUNTY. Any and all claims that may arise under the Workers' compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of CONSULTANT'S employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of COUNTY. Pursuant to Minnesota Statutes 176.182, acceptable evidence of compliance with Workers' Compensation insurance coverage requirements must be presented to COUNTY before COUNTY may enter into a contract with CONSULTANT.

ARTICLE 27 INSURANCE

A. A certificate of insurance for each type of insurance required under this Agreement must be filed with COUNTY'S Authorized Agent within 30 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each policy must contain a 10-day notice of cancellation, non-renewal, or material change to all named and additional insured.

B. CONSULTANT must maintain and furnish satisfactory evidence of the following insurance policies with MINIMUM coverage set at the liability limits for COUNTY, as set forth in Minnesota Statutes Section 466.04, or any subsequent legislative modification to these liability

limits:

1. CONSULTANT must furnish satisfactory evidence of insurance from loss by any means of all data furnished to CONSULTANT by COUNTY, and for partially completed data for which COUNTY has made payment.

2. Workers' Compensation Insurance: CONSULTANT will provide Workers' Compensation insurance for all CONSULTANT employees and, in case any work is subcontracted, CONSULTANT will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of COUNTY of Minnesota, and including Coverage B, Employer's Liability, at limits not less than $500,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $500,000.00 bodily injury by accident. Evidence of subcontractor's insurance shall be filed with the CONSULTANT.

3. Commercial General Liability: CONSULTANT will maintain insurance protecting CONSULTANT from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Agreement whether such operations be by CONSULTANT or by a subcontractor or by anyone directly or indirectly employed under this Agreement.

   CONSULTANT'S agrees to have and keep in force insurance in the Minimum amounts listed below:

General Aggregate	$3,000,000
Products – Complete Operations Aggregate	$3,000,000
Personal and Advertising Injury – Each Occurrence	$1,500,000
Combined Bdily Injury and Property Damage	$1,500,000

   Name COUNTY as an Additional Insured

4. Commercial Automobile Liability: CONSULTANT will maintain insurance protecting CONSULTANT from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under this Agreement whether such operations were by CONSULTANT or by subcontractor or by anyone directly or indirectly employed under this Agreement. Unless otherwise specified within this Agreement, the CONSULTANT insurance minimum amounts will be as $1,500,000 – combined single limit each occurrence for bodily injury and property damage covering Owned, Hired, and Non-owned automobiles. Itasca County shall be named as an Additional Insured

5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance:

   CONSULTANT insurance minimum amounts will be $2,000,000 per claim and $2,000,000 annual aggregate.

CONSULTANT must submit a certified financial statement which provides evidence that CONSULTANT has adequate assets to cover any deductible which applies to this policy.

This policy will provide coverage for all claims CONSULTANT will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONSULTANT'S professional services required under this Agreement.

6. For work on railroad property, CONSULTANT must obtain Railroad Protective Liability Insurance in accordance with Mn/DOT Specification 1708.2 (2005 Edition) or any subsequent changes or modifications to this specification.

C. CONSULTANT must obtain insurance policies from an insurance company having a "AM BEST" rating of A-VIII or better.

D. COUNTY reserves the right to immediately rescind this Agreement if CONSULTANT is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONSULTANT. All insurance policies must be open to inspection by COUNTY, and copies of policies must be submitted to COUNTY'S Authorized Agent upon written request.

ARTICLE 28 DELIVERABLE STANDARDS

A. COUNTY will have the authority to disapprove or reject services and/or goods that are defective. CONSULTANT will be responsible for the accuracy of the work under this Agreement and must make immediate, necessary revisions, repairs, or corrections without compensation resulting from errors and omissions on the part of CONSULTANT.

Services and/or goods delivered under this Agreement must be in accordance with applicable federal or state standards and/or specifications and must be of a quality that is satisfactory to COUNTY'S Authorized Agent, whose determination as to quality will be final and conclusive. Acceptance of the services and/or goods by COUNTY will not be considered a waiver of any provision of this Agreement and will not relieve CONSULTANT of the responsibility for subsequent correction of any such errors or omissions and the clarification of any ambiguities.

In the event revisions, repairs, or corrections to the deliverables must be made, CONSULTANT must invoice COUNTY for any employee's time necessary to revise, repair or correct errors or omissions at a rate of zero (0) dollars per hour for the number of hours necessary to perform the work.

B. The services and/or goods provided to COUNTY by CONSULTANT must be of such quality that they are suitable for their intended purpose.

C. Time is of the essence, with respect to this Agreement. In the event CONSULTANT fails to perform its duties by the time fixed for the completion of the work, COUNTY may elect to immediately cancel this Agreement.

D. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure, fire flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provide the defaulting party gives written notice as soon as possible to the other party of the inability to perform.

ARTICLE 29 PRINTING, PAPER STOCK, AND INK REQUIREMENTS

If this Agreement results in reports or documents paid for by COUNTY, CONSULTANT must comply with Minnesota Statutes Sections 16B.121, 122, 124, 125 for the purchase of printing, paper stock, and printing ink.

ARTICLE 30 ANTITRUST

CONSULTANT assigns to COUNTY any and all claims for overcharges as to services and/or goods provided in connection with this Agreement resulting from alleged antitrust violations which arise under the antitrust laws of the United States and STATE of Minnesota.

ARTICLE 31 PUBLICITY

Any publicity given to the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for CONSULTANT or its employees individually or jointly with others, or any subcontractors must identify COUNTY as the sponsoring agency and must not be released without prior approval by COUNTY'S Authorized Agent, unless such release is a specific part of an approved work plan included in this Agreement.

ARTICLE 32 OFFICIALS NOT TO BENEFIT

A. Without prior written consent of COUNTY, CONSULTANT must not employ any professional or technical personnel who are or have been at any time during the time period of this Agreement in the employ of COUNTY, except retired COUNTY employees, without written consent from COUNTY.

B. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee working for CONSULTANT, any fee, commissions, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award of making of this Agreement.

ARTICLE 33 CANCELLATION

A. This Agreement may be immediately canceled by COUNTY, at any time, with or without cause, upon written notice to the CONSULTANT. In the event of such cancellation CONSULTANT will be entitled to payment, determined on pro rata basis, for services and/or goods satisfactorily performed or delivered.

B. In the event COUNTY cannot or does not obtain funding from the Minnesota Legislature, or funding cannot be continued at a level sufficient to allow for the purchasing of the services and/or goods contained herein, this Agreement may be immediately canceled, at COUNTY'S option, by written notice of cancellation delivered in person, by mail, or facsimile to CONSULTANT at the address specified in this Agreement. COUNTY will not be obligated to pay for any services and/or goods provided by CONSULTANT after such notice of cancellation.

ARTICLE 34 ERRORS OR OMISSIONS

A. CONSULTANT will be responsible for the accuracy of the work and must promptly make necessary revisions or corrections resulting from CONSULTANT'S errors, omissions, or negligent acts without additional compensation. Acceptance of the work by COUNTY will not relieve CONSULTANT of the responsibility for subsequent correction of any errors or omissions

or for clarification of any ambiguities.

It is understood by the parties that COUNTY will rely on the professional performance and ability of the CONSULTANT. Any examination by COUNTY, or any acceptance or use of the work product of the CONSULTANT will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the CONSULTANT which would relieve the CONSULTANT from any liability or expense that could be connected with the CONSULTANT'S sole responsibility for the property and integrity of the professional work to be accomplished by the CONSULTANT pursuant to this Agreement.

B. At any time during construction or any phase of work performed by others based on data provided by CONSULTANT, CONSULTANT must confer with COUNTY when necessary for the purpose of interpreting the information secured and/or to correct any errors and/or omissions made by CONSULTANT. CONSULTANT must prepare any and all plans or data needed to correct the errors and/or omissions without added compensation, even though final payment may already have been received by CONSULTANT. CONSULTANT must give immediate attention to these changes so there will be minimal delay to the construction or other work as referenced.

C. If errors, omissions and/or negligent acts are made by CONSULTANT in any phase of the work, the correction of which may require additional field or office work, CONSULTANT will be promptly notified by COUNTY and will be required to perform such additional work as may be necessary to correct these errors, omissions and/or negligent acts without undue delay and without additional cost to COUNTY. If the CONSULTANT is aware of any errors, omissions and/or negligent acts made in any phase of the work, the corrections of which may require any additional field or office work, CONSULTANT must promptly perform such additional work as may be necessary to correct these errors, omissions and/or negligent acts without undue delay and without additional cost to COUNTY.

D. CONSULTANT will be responsible for any damages incurred as a result of its errors, omissions, and/or negligent acts and for any loss or cost to repair or remedy CONSULTANT'S errors, omissions and/or negligent acts. Acceptance of the work by COUNTY will not relieve CONSULTANT of the responsibility for subsequent correction of any such errors, omissions, and/or negligent acts, or of liability for loss or damage resulting therefrom.

E. CONSULTANT must respond to COUNTY'S notice of any errors and/or omissions within 24 hours and give immediate attention to these corrections to minimize any delays to the CONSULTANT. Notification will be by telephone, followed by Certified Mail. CONSULTANT may be required to make a field review of the project site, as defined in the Special Conditions, if directed by COUNTY'S Authorized Agent and CONSULTANT may be required to send personnel to the appropriate COUNTY office as part of correcting any errors and/or omissions.

ARTICLE 35 QUALITY ASSURANCE AND QUALITY CONTROL

Prior to approval and execution of this Agreement, CONSULTANT must have a Quality Assurance and Quality Control (QA/QC) Program. During the term of this Agreement, CONSULTANT must adhere to CONSULTANT'S QA/QC Plan, which was prepared by CONSULTANT and accepted by COUNTY'S Authorized Agent, for this Agreement. The QA/QC Plan is incorporated into this Agreement by reference. With each deliverable submitted to COUNTY pursuant to this Agreement, CONSULTANT must certify in writing to COUNTY'S Authorized Agent that there was compliance with the QA/QC Plan. COUNTY may cancel this Agreement for CONSULTANT'S failure to follow the QA/QC Plan for this Agreement.

ARTICLE 36 DISPUTES

COUNTY'S Authorized Agent will be the initial interpreter of the requirements of this Agreement and will judge the acceptability of the work hereunder. Claims, disputes, and other matters relating to the acceptability of the work will be referred in writing to COUNTY'S Authorized Agent, with a request for a formal decision to be rendered in writing within a reasonable time. Written notice of each claim, dispute, or other matter must be delivered by CONSULTANT to COUNTY'S Authorized Agent within fifteen (15) days of the occurrence of the event giving rise to the claim, dispute, or other matter. Written supporting data must be submitted to COUNTY'S Authorized Agent within forty-five (45) days of each such occurrence, unless COUNTY'S Authorized Agent allows an additional period of time to ascertain more accurate data.

The rendering of a decision by COUNTY'S Authorized Agent will be a condition precedent to CONSULTANT'S exercise of such rights and remedies as it may have under this Agreement or at law in respect to any claim, dispute, or other matter.

ARTICLE 37 FEDERAL CLAUSES

If Federal Funds are involved with this Agreement, the following additional conditions apply:

A. Federal Reimbursement will be limited to the Federal share of costs which are allowable under the Federal cost principles contained in the Federal Acquisition Regulation, Contract Cost Principles and Procedures, 48 C.F.R. 31.

B. CONSULTANT warrants and represents that COUNTY and the Federal Highway Administration will have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use for federal, COUNTY, or local government purposes, any patentable subject matter or copy rightable materials developed, or any rights of copyright to which COUNTY has purchased ownership, under this Agreement.

When applicable, the patent rights provisions of 48 C.F.R. 27 will apply to this Agreement regarding rights to inventions. Such provisions are incorporated by reference and must be incorporated in all subcontracts by reference.

C. Federal-Aid Agreements: CONSULTANT acknowledges that by signing this Agreement, it certifies to the best of its knowledge and belief:

1. That no Federal appropriated funds have been paid or will be paid, by or on behalf of CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; or the making, extension, continuation, renewal, amendment, or modification of any Federal grant, load, or cooperative agreement.

2. That if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, CONSULTANT must complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. That this certification is a material representation of fact upon which reliance was

placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty.

4. That is must require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000.00 and that all such subcontractors must certify and disclose accordingly.

D. CONSULTANT must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean air Act 42 U.S.C. 7606; Section 508 of the Clean Water Act, 33 U.S.C. 1368; Executive order 11738, and all applicable regulations promulgated by the United States Environmental Protection Agency.

E. CONSULTANT must comply with the mandatory standards and policies in COUNTY Energy Conservation Plan, Minnesota Statute Chapter 116J, issued in compliance with the Energy Policy and conservation Act, 42 U.S.C. 6201 et scq.

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2927

DEPARTMENT: Land Department
TIME REQUESTED: < 5 Minutes
PRESENTER: Michael Gibbons, Ryan Newman

AGENDA ITEM:
Contract Award - Site Preparation 2023

BOARD ACTION REQUESTED:
Award 2023 Site Preparation Contract to Future Forests Inc. in the amount of $55,675.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

BACKGROUND:
Quotes have been solicited for preparing 221 acres of tax forfeit land for spring 2024 tree planting. Site preparation is done by ground application of herbicide, disc trenching and/or roller chopping. Plantation release is also included in this contract.
Future Forests Inc. submitted the only quote for a total project cost of $55,675.00.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Site Preparation 2023

02/21/2023

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/28/2023 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

County of Itasca, Minnesota
Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 14th day of February 2023, by and between the County of Itasca, herein called the "County," and Future Forests, Inc., a corporation organized and existing under the laws of the State of Minnesota, located at 72230 Beaver Tail Road, Askov MN 55704, herein called the "Vendor."

B.1 AGREEMENT

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

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **February 14, 2023** to **December 31, 2023**, inclusive. The Contract may be extended if provided for in the Special Conditions. **Specific project dates are defined in Attachment A.**

D.1 SPECIAL CONDITIONS

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

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be $55,675.00 for the current term.

F.1 INCREASE

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

G.1 PAYMENT

G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one payment of $55,675.00, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

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

I.1 BOND

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

J.1 INSURANCE

J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

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

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

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

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

	Limit
J.1.6.1 Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

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

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

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, is 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 14th day of February 2023.

FUTURE FORESTS INC.

By: _____
Its _____

COUNTY OF ITASCA, MINNESOTA

By: _____
Its_____

By:_____
Its_____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

ATTACHMENT B
PROJECT FORM FOR SITE PREPARATION

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

2023 Site Preparation

Item 1	Ground application of herbicide. Site prep on 221 acres* Release on 187 acres*	Per Acre Rate $ 85 Total Project Cost $ 34,680
Item 2	Disc Trenching with V-Rake 221 acres*	Per Acre Rate $ 95 Total Project Cost $ 20,995
TOTAL CONTRACT COST FOR 2023 (Combined Total for Items 1 & 2)		$ 55,675
Item 3	Summer Roller Chopping (if needed)**	Per Acre Rate $ 150
Item 4	Winter Disc Trenching (if needed)**	Per Acre Rate $ 110
Item 5	Winter Roller-Chopping (if needed)**	Per Acre Rate $ 120
Item 6	Forest Road Spraying (if needed)**	Per Mile Rate $ 275
Item 7	Winter V-Raking (if needed)**	Per Acre Rate $ 158

**These acres are subject to change with additional acres being added or acres being removed.*
***Do not include these items in total contract cost for 2023.*

Company: Future Forests Inc
Owner: George Swanson
Address: 72230 Beaver Trail Rd
Askov MN 55704
Telephone: 320-858-3473
Email: marges@frontier.com
Signature: George L

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

"SITE PREPARATION - 2023"

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2928

DEPARTMENT: Land Department
TIME REQUESTED: < 5 Minutes
PRESENTER: Michael Gibbons, Ryan Newman

AGENDA ITEM:
Contract Award - Tree Planting 2023

BOARD ACTION REQUESTED:
Award 2023 Tree Planting Contract to Superior Forestry Service Inc. in the amount of $25,690.09 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

BACKGROUND: Quotes have been solicited for tree planting on 355 acres of tax forfeit lands that were prepared for planting in 2022.
The results are below:

Vendor	Total Project Cost
• Superior Forestry Service Inc.	$25,690.09 project total
• Mustang Forestry	$29,990.00 project total
• Express Forestry Service	$34,845.00 project total
• Summitt Forest Inc.	$142,242.38 project total

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Tree Planting 2023

02/21/2023

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/28/2023 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

County of Itasca, Minnesota
Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 14th day of February, 2023, by and between the County of Itasca, herein called the "County," and Superior Forestry Service, a corporation organized and existing under the laws of the State of Arkansas, located at P.O. Box 11150, Russellville, AR 72812, herein called the "Vendor."

B.1 AGREEMENT

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

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **April 1, 2023** to **June 1, 2023**, inclusive. The Contract may be extended if provided for in the Special Conditions. **Specific project dates are defined in Attachment A.**

D.1 SPECIAL CONDITIONS

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

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be **$25,690.09** for the current term.

F.1 INCREASE

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

G.1 PAYMENT

G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one payment of **$25,690.09**, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

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

I.1 BOND

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

J.1 INSURANCE

J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 <u>General Liability Insurance</u>

J.1.3.1

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

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

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

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

	Limit
J.1.6.1 Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

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

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

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, is 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 14th day of February 2023.

Superior Forestry Service Inc.

By: _____
Its _____

COUNTY OF ITASCA, MINNESOTA

By: _____
Its_____

By:_____
Its_____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

ATTACHMENT B
TREE PLANTING PROJECT FORM-2023
Quotes must include all sites.

INITIAL PLANTS

Plantation Code	Legal	Acres	Species	Target Seedlings/Acre	Number of Seedlings	Price per 1000 Seedlings	Site Cost
23-01	54-24-2	12.4	Red Pine	750	9,300	$88.50	$823.05
23-02	55-23-4	16.2	Red Pine	750	12,150	$88.50	$1,075.28
23-03	56-23-23	12.7	Red Pine	750	9,525	$88.50	$842.96
23-04	58-24-25	11.3	Red Pine	750	8,475	$88.50	$750.04
23-05	59-23-35	21.5	Jack Pine	1000	21,500	$88.50	$1,902.75
23-06	59-24-21	7.9	Red Pine	750	5,925	$88.50	$524.36
23-07	59-23-20	14.0	Red Pine	750	10,500	$88.50	$929.25
23-08	59-24-21	22.1	Jack Pine	1000	22,100	$88.50	$1,955.85
23-09	148-29-15	39.5	Red Pine	750	29,625	$88.50	$2,621.81
23-10	60-23-10	51.6	Red Pine	750	38,700	$88.50	$3,424.95
23-11	60-24-10	20.2	Red Pine	750	15,150	$88.50	$1,340.78
23-12	61-22-13	13.6	Jack Pine	1000	13,600	$88.50	$1,203.60
23-13	150-27-17	21.2	Red Pine	750	15,900	$88.50	$1,407.15
23-14	62-23-28	10.8	Red Pine	750	8,100	$88.50	$716.85
23-15	62-23-17	11.1	Red Pine	750	8,325	$88.50	$736.76
23-16	60-24-33	21.1	Jack Pine	1000	21,100	$88.50	$1,867.35
23-17	59-23-30	14.0	Red Pine	850	11,900	$88.50	$1,053.15
*23-19	61-22-27	3	Red Pine	750	2,250	$88.50	$199.13
23-20	57-23-5	16.7	Red Pine	750	12,525	$88.50	$1,108.46

* No disc trenches

FILL PLANTS

Plantation Code	Legal	Acres	Species	Target Seedlings/Acre	Number of Seedlings	Price per 1000 Seedlings	Site Cost
18-04	59-24-3	8.9	White Spruce	750	6,675	$112.50	$750.94
18-09	59-24-3	5.4	White Spruce	750	4,050	$112.50	$455.63
	Total Acres	**355**		Total Seedlings	**287,375**		

TOTAL CONTRACT VALUE: $25,690.09

ATTACHMENT B
PROJECT FORM - TREE PLANTING 2023
continued

Company: Superior Forestry Service, Inc.

Owner: _____

Address: P.O. Box 11150

Russellville, AR 72812

Telephone: 479-219-5263

Email: aharnage@superiorforestry.com

Signature: _____

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

"TREE PLANTING 2023"

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2933

DEPARTMENT: Land Department
PRESENTER: Sara Thompson

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bid Award for Balsam Creek Bridge and Trail Improvement Project

BOARD ACTION REQUESTED:
Award contract for the 2023 Balsam Creek Bridge Replacement and Trail Improvement project to the lowest responsible bidder, Northland Constructors of Duluth, in the amount of $276,350.00 and authorize necessary signatures.

BACKGROUND:
Bids have been solicited, received and tabulated for the Balsam Creek Bridge Replacement and Trail Improvement Project. We had 5 bid submissions, 1 bidder withdrew due to not reviewing the full scope of the project, so the next lowest bid is Northland Constructors of Duluth, Inc.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. ADDL INFO 2021-072 Balsam Creek Bid Tab_Highlighted

02/21/2023

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/28/2023 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

ADDITIONAL INFORMATION
ITEM #5.12

BID TABULATION

Itasca County - Balsam Creek Bridge Replacement
ARI Project #: 2021-072
Bid Date & Time: February 16, 2022 @ 2:00 p.m. local time

Contractor	Base Bid	Bid Alternate #1	Days Until Completed	Addenda Acknowledged	Bid Security	Responsible Contractor Statement
Wm. J. Schwartz & Son, Inc 34882 Scenic Hwy Bovey, MN 55709	$331,000.00 (three hundred thirty one thousand dollars and zero cents)	-$1,170.00 (deduct one thousand one hundred dollars and zero cents)		yes	yes	yes
Northwoods Bridge (a division of Extreme Landscape LLC W4890 County Hwy A Spooner, WI 54801	$72,000.00 (seventy-two thousand dollars and zero cents)	none n/a		yes	yes	yes
Gladen Construction, Inc 40739 US 71 Laporte, MN 56461	$386,100.00 (three hundred eighty-sixe thousand one hundred dollars and zero cents)	no change n/a		yes	yes	yes
Northland Constructors of Duluth 4843 Rice Lake Rd Duluth, MN 55803	$276,350.00 (two hundred seventy six thousand three hundred fifty dollars and zero cents)	$5,000.00 (add five thousand dollars and zero cents)		yes	yes	yes
Kaski Inc 2321 West 1st St Duluth, MN 55806	$450,000.00 (four hundred fity thousand dollars and zero cents)	-$4,000.00 (deduct four thousand dollars and zero cents)		yes	yes	yes

BID WITHDRAWN

ARCHITECTURAL RESOURCES, INC.
704 East Howard Street | Hibbing, MN 55746
Tel: 218.263.6868
www.arimn.com
126 East Superior Street | Duluth, MN 55802
Tel: 218.727-8481

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2934

DEPARTMENT: Land Department
PRESENTER: Sara Thompson

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Approval of Polaris Grant Application

BOARD ACTION REQUESTED:
Approve submission of the 2023 Polaris Grant Application for $10,000, and authorize necessary signatures if awarded.

BACKGROUND:
This grant would be for an additional $10,000 that will go towards the replacement of the Balsam Creek Bridge and Trail Improvement on the Delbert Brandstrom Snowmobile Trail and Balsam ATV/OHM Trail.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Polaris - T.R.A.I.L.S Application

02/21/2023

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/28/2023 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

Actions

T.R.A.I.L.S.

POWERED BY GEARED FOR GOOD

All fields are required unless otherwise noted.

Eligibility Check

Let's make sure you're in the right place. Start by answering these basic eligibility questions.

Is your organization registered as a non-profit, non-governmental organization under local jurisdiction with charitable purposes, or are you a governmental entity that manages public motorized trails?

- ○ Yes
- ○ No

Is this grant request to support any of the following?

- Politically affiliated programs
- Religiously affiliated programs
- International or foreign-based programs

- ○ Yes
- ○ No

Start Over **Previous** **Next**

✓ Saved

Actions

T.R.A.I.L.S.

POWERED BY GEARED FOR GOOD

All fields are required unless otherwise noted.

Contact Information

Please provide details of the **primary contact** for this request.

First name

Last name

Email

Phone number (optional)

(___) ___-____

Job title (optional)

Start Over Previous Next

✓ Saved

Actions

T.R.A.I.L.S.

POWERED BY GEARED FOR GOOD

All fields are required unless otherwise noted.

Organization Overview

Thanks! Now we'd like to know a little more about your organization and your request.

Enter the name of the beneficiary organization or registration number and select from the list provided.

Should this request be approved, is this the name to which payment should be directed?

- Yes
- No

Is the address displayed above the correct address for this request?

- Yes
- No

Summarize your organizations' mission

If applicable, please note that your organization’s trail data will be required to receive funds

- Yes
- No

Start Over | Previous | Next

✓ Saved

Actions

T.R.A.I.L.S.

POWERED BY GEARED FOR GOOD

All fields are required unless otherwise noted.

Project Details

Please provide a name for this project or initiative, for reference purposes.

Please select which category best represents your grant request

- ○ Trail Development
- ○ Responsible Riding
- ○ Access
- ○ Initiatives
- ○ Lobbying
- ○ Safety

Amount Requested ($10,000 maximum)

Please describe your project or initiative

Have you received grant funding from Polaris in the past three years?

- ○ Yes
- ○ No

Are there opportunities for Polaris employees to volunteer with this project or your organization?

- ○ Yes
- ○ No

Please indicate the project timeline and any key dates

Actions

T.R.A.I.L.S.

POWERED BY GEARED FOR GOOD

All fields are required unless otherwise noted.

Measurement and Outcomes

What are your project goals (list top 3)?

How do you measure the effectiveness of your program?

How many people will be served by this project?

- ○ 1 - 500
- ○ 501 - 1,000
- ○ 1,001 - 5,000
- ○ 5,001 - 10,000
- ○ 10,001 - 25,000
- ○ 25,001 - 50,000
- ○ More than 50,000
- ○ N/A

How many communities will be served by this project?

If no communities will be served as part of this project please enter 0

How will your organization promote the Polaris T.R.A.I.L.S grant?

Start Over **Previous** **Next**

✓ Saved

Actions

T.R.A.I.L.S.

POWERED BY GEARED FOR GOOD

All fields are required unless otherwise noted.

Almost Done!

First, here's some information about our grants approval process.

What's next?

Please note grant deadlines are March 1 and September 1. If your request is received after those dates it will be reviewed in the next grant cycle.

After you submit this form, we'll review your grant request. We consider each request carefully, so we kindly ask for your patience as we go over the details.

We'll notify you by email that we received your request and it's being reviewed. After that, we'll let you know if it's been approved or declined. The whole process should take less than 4 weeks.

Register Your Cause

If you haven't registered yet, we really encourage you to do it now! You'll be connecting your cause to corporate giving, granting and volunteering programs that can make a huge difference to your funding.

You can also sign up for EFT payments to get funded faster, and build a profile that makes it easier for people to find your organization and support your cause.

Register your cause now

Agreement

By submitting this application I confirm that I have the authority to submit this request and agree to the conditions described below.

(a) All information contained herein is true and accurate to the best of my knowledge;
(b) Should Polaris agree to provide support for the initiative proposed in this application, I agree that information about this initiative may be highlighted in some of Polaris corporate communication vehicles,
(c) Should Polaris agree to provide support for the initiative proposed in this application, I agree to abide by any sponsorship or partnership rules agreed upon with Polaris, and
(d) Should Polaris agree to provide support for the initiative proposed in this application, I agree to complete a project or event evaluation after the initiative has taken place.
(e) I consent to receiving email notifications regarding this request and any subsequent emails from Polaris or its suppliers that relate to this request or any future grants or sponsorships associated with this initiative.

☐ I have read the Agreement above and agree to all the terms therein.

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2905

DEPARTMENT: Probation
PRESENTER: Chelsea Rabey

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Remote Electronic Alcohol Monitor (REAM) Grant

BOARD ACTION REQUESTED:
Authorize the Probation Department to apply for the Remote Electronic Alcohol Monitor (REAM) Grant and authorize signature of the County Board Chair for acceptance of the grant, if awarded.

BACKGROUND:
Itasca County has been the recipient of this grant for several years. The grant is distributed by the Minnesota Department of Corrections and is on a 2-year cycle. Itasca has received $8,500 annually through this grant and the funds are used to offset the cost for individuals placed on electronic home alcohol monitoring as a condition of pre-trial supervision or probation.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

02/21/2023

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/28/2023 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2939

DEPARTMENT: Attorney
PRESENTER: Matti Adam

TIME REQUESTED: 10 Minutes

AGENDA ITEM:
Approval of Contract for Defense Counsel - Wellness Court

BOARD ACTION REQUESTED:
Approve and authorize signatures for legal services for defense representation in Itasca County Wellness Court.

BACKGROUND:
The Itasca County Wellness Court program is a collaborative effort involving several public agencies. The Wellness Court program began planning operations in November 2005 and is in its 17th year of operation accepting intensive supervision and rehabilitation of high-risk, high-needs controlled substance and DWI offenders.

Wellness Court works to reduce costs associated with chemical use and criminal behavior, reduce criminal behavior and recidivism, enhance public safety, and enhance the well-being of participants. Defense counsel is an integral part of the Wellness Court team in assisting participants and ensuring that the program complies with all legal requirements.

Proceeds from the opioid settlement funds will fund the stipend for this contracted role.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2023 Wellness Court Legal Services Contract
2. 2023 Wellness Court Legal Services Contract FULLY EXECUTED

02/21/2023

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 02/28/2023 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner John Johnson

SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

CONTRACT FOR LEGAL SERVICES FOR DEFENSE REPRESENTATION IN

ITASCA COUNTY WELLNESS COURT

Itasca County Agreement for Attorney Services

This Contract is entered into between the COUNTY OF ITASCA ("County") and, Karl Sundquist, ("Counsel").

WHEREAS, Itasca County operates a hybrid drug and dwi problem solving court called the Itasca County Wellness Court; and

WHEREAS, all problem solving courts must have a multidisciplinary team with representatives from all roles within the traditional criminal justice system including: judge, prosecutor, corrections, and defense counsel; and

WHEREAS, Counsel agrees to serve as defense counsel for the Itasca County Wellness Court.

NOW, THEREFORE, ITS IS AGREED:

Requirements of Services Provided:

1. *COUNSEL*: Counsel shall serve as defense counsel for the Itasca County Wellness Court program and provide defense counsel services according to all applicable rules and laws, professional standards, and best practices for problem solving courts. Counsel shall attend Wellness Court sessions Friday of each week according to the schedule established by the Wellness Court Team. Staffing typically begins at 9:00 a.m. with court session beginning at 10:00 a.m. Counsel shall be responsible for all preparation required and communicating scheduling conflicts with the Wellness Court Team according to established communication methods. Staffing and court appearances occur in-person at the Itasca County Courthouse with occasional Zoom appearances as necessary.

General Conditions:

1. *TERM:* The term of this agreement will be from February 1, 2023, to and including December 31, 2023, the date of the signatures of the parties notwithstanding. All services performed and costs incurred on or after February 1, 2023, up to and including December 31, 2023, shall be reimbursable solely in accordance with the terms of this Contract. This Contract may be renewed on an annual basis if mutually agreed to by the parties, with notice to renew occurring on or before December 1 in the year that the Contract expires.

2. *COMPENSATION*: In consideration of all services and all incidental costs, expenses and materials provided for by Counsel under the terms of the Contract, County agrees to pay Counsel $1,200 monthly.

   Counsel shall not be reimbursed for any other costs or expenses including but not limited to any administrative costs, office costs or transportation costs.

3. *ASSIGNABILITY:* The Contract for Legal Services shall not be assigned or subcontracted without the written consent of Itasca County.

4. *TERMINATION:* The County reserves the unqualified right to terminate the Contract for any reason, or no reason at all, upon thirty (30) days written notice. Counsel may terminate the Contract upon sixty (60) days written notice. Counsel shall remain responsible for a case to which they are appointed prior to the effective date of termination.

5. *INDEPENDENT CONTRACTOR:* Counsel hereunder is an independent contractor and nothing contained herein shall be construed to create the relationship of an employer and employee between the County and Counsel or Counsel's agents, servants, or employees. Counsel shall at all times be free to exercise independent, professional judgment and discretion as to how best to perform or provide services. Counsel acknowledges and agrees that Counsel, Counsel's agents, servants and employees are not entitled to receive any of the benefits received by County employees and are not eligible for workers' or unemployment compensation benefits. Counsel also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise will be made from payments due to Counsel under the Contract and that it is Counsel's sole obligation to comply with applicable provisions of Federal and State Laws.

6. *INDEMNIFICATION:* Counsel shall indemnify, hold harmless and defend 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 and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or omission of Counsel, its agents, servants or employees in the execution, performance or failure to adequately perform Counsel's obligation pursuant to the Contract.

7. *INSURANCE:*

   a. *PROFESSIONAL LIABILITY INSURANCE:* Counsel shall at all times maintain professional liability insurance in an amount equal to the maximum potential tort liability for counties as enumerated in M.S. 466.04. Additionally, Itasca County shall be named as an additional insured on such policy. Further, Counsel shall submit proof of coverage at the beginning of the term of the Contract by no later than February 28, 2020 and by January 31 of any subsequent year within which the Contract is mutually extended by the parties.

b. *WORKER'S COMPENSATION INSURANCE*: Counsel shall have and keep in force at its expense worker's compensation insurance if applicable.

c. *OTHER*: Counsel is responsible for identifying and obtaining and keeping in force any other insurances necessary to fulfill the terms of this Contract.

8. *NON-DISCRIMINATION:* Counsel agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. Counsel's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the Contract may be forfeited for a second or any subsequent violation of the terms or conditions of this Contract.

9. *DATA PRIVACY:* Counsel is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Act), as amended and the Rules implementing the Act now in force or as amended. Counsel must comply with those requirements as if it is a governmental entity. The remedies contained in section 13.08 of the Act shall apply to Counsel.

10. *AUDITS:* Pursuant to Minnesota Statute 16C.05, Counsel, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding sources, a copy of this Contract, and the books, documents, records, and accounting procedures and practices of Counsel relating to this Contract, for a minimum of six (6) years from the last date of furnishing services under this contract.

12. *MODIFICATIONS:* Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by agreement of the County and Counsel shall not require written approval.

13. *COMPLETE AGREEMENT:* It is understood and agreed that the entire agreement of the parties is contained herein and the Contract supersedes all oral agreement and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between Counsel and County.

14. *WAIVER:* Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be construed to be a modification of the terms of the Contract unless agreed to in writing.

15. *SEVERABILITY:* Provisions of the Contract are severable. If any paragraph, section or subdivision, sentence, clause or phrase of the Contract is, for any reason, held contrary to law, or contrary to any rule or regulation having the force or effect of law, it shall not affect the remaining portions of the Contract.

Date _____

_____
Itasca County Board Chair

Date _____

_____
Itasca County Administrator

Date _____

_____
Counsel

APPROVED AS TO FORM:

Date _____

_____
Matti Adam
Itasca County Attorney

CONTRACT FOR LEGAL SERVICES FOR DEFENSE REPRESENTATION IN ITASCA COUNTY WELLNESS COURT

Itasca County Agreement for Attorney Services

This Contract is entered into between the COUNTY OF ITASCA ("County") and, Karl Sundquist, ("Counsel").

WHEREAS, Itasca County operates a hybrid drug and dwi problem solving court called the Itasca County Wellness Court; and

WHEREAS, all problem solving courts must have a multidisciplinary team with representatives from all roles within the traditional criminal justice system including: judge, prosecutor, corrections, and defense counsel; and

WHEREAS, Counsel agrees to serve as defense counsel for the Itasca County Wellness Court.

NOW, THEREFORE, ITS IS AGREED:

Requirements of Services Provided:

1. *COUNSEL:* Counsel shall serve as defense counsel for the Itasca County Wellness Court program and provide defense counsel services according to all applicable rules and laws, professional standards, and best practices for problem solving courts. Counsel shall attend Wellness Court sessions Friday of each week according to the schedule established by the Wellness Court Team. Staffing typically begins at 9:00 a.m. with court session beginning at 10:00 a.m. Counsel shall be responsible for all preparation required and communicating scheduling conflicts with the Wellness Court Team according to established communication methods. Staffing and court appearances occur in-person at the Itasca County Courthouse with occasional Zoom appearances as necessary.

General Conditions:

1. *TERM:* The term of this agreement will be from February 1, 2023, to and including December 31, 2023, the date of the signatures of the parties notwithstanding. All services performed and costs incurred on or after February 1, 2023, up to and including December 31, 2023, shall be reimbursable solely in accordance with the terms of this Contract. This Contract may be renewed on an annual basis if mutually agreed to by the parties, with notice to renew occurring on or before December 1 in the year that the Contract expires.

2. *COMPENSATION:* In consideration of all services and all incidental costs, expenses and materials provided for by Counsel under the terms of the Contract, County agrees to pay Counsel $1,200 monthly.

   Counsel shall not be reimbursed for any other costs or expenses including but not limited to any administrative costs, office costs or transportation costs.

3. *ASSIGNABILITY:* The Contract for Legal Services shall not be assigned or subcontracted without the written consent of Itasca County.

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5. *INDEPENDENT CONTRACTOR:* Counsel hereunder is an independent contractor and nothing contained herein shall be construed to create the relationship of an employer and employee between the County and Counsel or Counsel's agents, servants, or employees. Counsel shall at all times be free to exercise independent, professional judgment and discretion as to how best to perform or provide services. Counsel acknowledges and agrees that Counsel, Counsel's agents, servants and employees are not entitled to receive any of the benefits received by County employees and are not eligible for workers' or unemployment compensation benefits. Counsel also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise will be made from payments due to Counsel under the Contract and that it is Counsel's sole obligation to comply with applicable provisions of Federal and State Laws.

6. *INDEMNIFICATION:* Counsel shall indemnify, hold harmless and defend 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 and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent or willful act or omission of Counsel, its agents, servants or employees in the execution, performance or failure to adequately perform Counsel's obligation pursuant to the Contract.

7. *INSURANCE:*

   a. *PROFESSIONAL LIABILITY INSURANCE:* Counsel shall at all times maintain professional liability insurance in an amount equal to the maximum potential tort liability for counties as enumerated in M.S. 466.04. Additionally, Itasca County shall be named as an additional insured on such policy. Further, Counsel shall submit proof of coverage at the beginning of the term of the Contract by no later than February 28, 2020 and by January 31 of any subsequent year within which the Contract is mutually extended by the parties.

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10. *AUDITS:* Pursuant to Minnesota Statute 16C.05, Counsel, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding sources, a copy of this Contract, and the books, documents, records, and accounting procedures and practices of Counsel relating to this Contract, for a minimum of six (6) years from the last date of furnishing services under this contract.

12. *MODIFICATIONS:* Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties. Any alteration, modification, or variation deemed not to be material by agreement of the County and Counsel shall not require written approval.

13. *COMPLETE AGREEMENT:* It is understood and agreed that the entire agreement of the parties is contained herein and the Contract supersedes all oral agreement and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between Counsel and County.

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15. *SEVERABILITY:* Provisions of the Contract are severable. If any paragraph, section or subdivision, sentence, clause or phrase of the Contract is, for any reason, held contrary to law, or contrary to any rule or regulation having the force or effect of law, it shall not affect the remaining portions of the Contract.

Date 2/28/2023

Itasca County Board Chair

Date 2/28/2023

Itasca County Administrator

Date 2/17/23

Counsel Karl Sundquist

APPROVED AS TO FORM:

Date Feb. 21, 2023

Matti Adam
Itasca County Attorney

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2772

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:
1. Citizen eInput - John Ferlaak
2. Citizen eInput - Aron Schnaser
3. Citizen eInput - Frieda Hall
4. Citizen eInput - Gail Otteson
5. Citizen eInput - Michaek Goldberg
6. Citizen eInput - Tarry Edington
7. Citizen Input Sign-up Sheet
8. Citizen Input - Randy Olson
9. Citizen Input - Pam Dowell
10. Citizen Input - Valerie Conner
11. Citizen Input - Rick Blake
12. Citizen Input - Barry Feld
13. Citizen Input - Kathleen Blake

RESULT:	INFORMATIONAL - NO ACTION TAKEN

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2943

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 new employees.

BACKGROUND:

- Congratulations to Marnie Chupurdia who has accepted a promotion from Emergency Communications Specialist to Emergency Communications Coordinator, Sheriff Department effective February 19, 2023.
- Congratulations to David Jacobson who has accepted a promotion from Administrative Support to Assistant Veteran Services Officer, Veteran Services Department effective February 19, 2023.
- Congratulations to Kai Ritter who has accepted a promotion from Medical Support Specialist to Lead Medical Support Specialist in IMCare Division, Health & Human Services Department effective February 13, 2023.
- Farewell to Jodi Winkels whose last day as a Social Worker, Family Services Division, HHS Department will be March 3, 2023 (last day in office February 17, 2023) after 5+ years of service.

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, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2815

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 March 3, 2023, in the amount of $728,039.52.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2837

DEPARTMENT: Health & Human Services
TIME REQUESTED: < 5 Minutes
PRESENTER: Christine Krebs

AGENDA ITEM:
ICHHS Warrants

BOARD ACTION REQUESTED:
Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for February 2023, in the amount of $1,424,266.09.

BACKGROUND:
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. ICHHS Warrants - February 2023

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

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

February 2023

Income Maint/Admin Payments	$	341,528.83
Social Services - Waivers	$	5,413.90
Social Services - Non-Waivers	$	387,353.85
Foster Care/Out of Home/FamilySupport	$	553,117.21
Relative Custody/Preventive Placement Costs/Incidentals	$	42,010.40
Public Health	$	35,637.27
Community Health Board	$	59,204.63
Total	$	1,424,266.09

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

February 2023
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison

	Actual 2023	Actual 2022	Actual 2021	Actual 2020	Actual 2019
January	481,711.66	433,150.76	375,450.87	459,792.92	304,901.00
February	553,117.21	348,631.48	276,036.33	591,619.05	395,125.46
March		390,198.68	470,336.10	503,054.15	481,292.60
April		552,814.60	327,746.28	447,083.94	369,984.89
May		487,698.28	435,540.15	533,038.47	431,360.66
June		585,853.92	453,742.31	382,221.73	511,262.03
July		400,212.87	295,647.79	361,553.69	374,861.55
August		484,467.08	406,809.83	324,126.58	553,349.32
September		499,454.00	351,501.34	388,223.65	454,942.93
October		596,946.77	253,884.89	482,584.01	535,920.86
November		361,433.79	424,163.31	397,425.90	420,910.89
December		510,726.16	280,089.95	351,799.88	222,554.78
Total	1,034,828.87	5,651,588.39	4,350,949.15	5,222,523.97	5,056,466.97

Child Protection Statistics

	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	36	25	69%	9	36%
February	52	26	50%	9	35%
March			#DIV/0!		#DIV/0!
April			#DIV/0!		#DIV/0!
May			#DIV/0!		#DIV/0!
June			#DIV/0!		#DIV/0!
July			#DIV/0!		#DIV/0!
August			#DIV/0!		#DIV/0!
September			#DIV/0!		#DIV/0!
October			#DIV/0!		#DIV/0!
November			#DIV/0!		#DIV/0!
December			#DIV/0!		#DIV/0!
	88	51	#DIV/0!	18	#DIV/0!
			average		average

February 2023
Out of Home Placement Payments by Vendor

		Rate		Invoices Paid
Northwestern MN Juvenile	-	$200-$340/day		$ 129,470
Itaskin Juvenile Center	-	$175 - $328/day		$ 69,208
The Bridge Residential Facility	-	$250/day		$ 54,250
Northwood	-	$294-$331/day		$ 50,378
North Homes	-	$175 - $365/day		$ 49,468
Mille Lacs Academy	-	$479/day		$ 48,788
Snyders/Foundation for Life	-	$122/day		$ 21,163
Hawkins Home	-	$338.24/day		$ 10,485
Little Sand Group Home	-	$240/day		$ 10,312
Heartland Girls Ranch	-	$249 - $316/day		$ 10,310
MCF - Redwing	-	$215/day		$ 8,060
Lutheran Social Services	-	$148-$194/day		$ 5,945
Lighthouse	-	$128/day		$ 5,291
Northstar	-	$128/day		$ 3,925
Anoka County Juvenile Center	-	$226 - $282/day		$ -
Arrowhead Juvenile Center	-	$250/day		$ -
Bar None	-	$475/day		$ -
Dakota County Juvenile Serv	-	$325 - $340/day		$ -
Evergreen Shelter	-			$ -
Go Forward Group Home	-	$245/day		$ -
Kidspeace Corp	-	$266/day		$ -
Kindred Family Focus	-			$ -
MN Dept of Corrections	-	$269/day		$ -
New Trails Group Home	-	$242/day		$ -
Pathfinders Children Treat	-	$106/day		$ -
Peace House	-	$115/day		$ -
Port Group Homes	-	$178/day		$ -
Prairie Lakes Youth Program	-	$209 - $239/day		$ -
Serenity Christian Homes	-	$256.69/day		$ -
St Cloud Children's Home	-	$221/day		$ -
Village Ranch	-	$175 - $231/day		$ -
Volunteers of America	-			$ -
West Central Juvenile Center	-	$334/day		$ -
Woodland Hills	-	$152 - $331/day		$ -
Individuals*	-	$21 - $121/day		$ 76,065
Total				**$ 553,118**

*Individuals : Includes Foster Care & Family Support Programs

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2847

DEPARTMENT: Health & Human Services
TIME REQUESTED: 5 Minutes
PRESENTER: Sarah Anderson

AGENDA ITEM:
County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:
Receive County Based Purchasing (IMCare) Division Update/Presentation.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. MACHP - CBP Presentation Feb2023
2. 2023_MACHP_Handout_rev_02-23_V_11

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

MINNESOTA ASSOCIATION OF
County Health Plans

County-Based Purchasing

A Local, Integrated, Publicly-Accountable, and Proven Minnesota Health Care Programs model

Itasca County Board, February 28, 2023

Presenter: ***Steve Gottwalt, Executive Director***

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MINNESOTA ASSOCIATION OF
County Health Plans

Minnesota Association of County Health Plans (MACHP) is a nonprofit association of the state's County-Based Purchasing (CBP) plans that have come together to strengthen and promote this successful Minnesota-grown model. In 1997, a bipartisan coalition of legislators passed landmark legislation enacting CBP into Minnesota law, giving counties special authority to choose this model to care for MHCP enrollees in their communities.

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County Health Plans

IMCare

- **It all started with Itasca Medical Care in 1982**
- Innovation motivated by county frustration with traditional managed care
- A Minnesota-grown, more than 40-year success story

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MINNESOTA ASSOCIATION OF County Health Plans

Models for Delivering Minnesota Health Care Programs (MHCP)

1. **DHS Fee-for-Service (FFS)** – administered by DHS, often the lowest payer to providers
2. **Traditional MHCP Managed Care** – administered by metro-based HMOs, often not as responsive to local needs
3. **County-Based Purchasing (CBP)** – owned and administered by the counties themselves
4. **Integrated Health Partnership (IHP)** – DHS contracts directly with provider organizations/ACOs for specific populations

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County Health Plans

For delivering MHCP, CBP is the only model…

- **Locally owned and governed** by the counties it serves
- **Specifically designed for rural communities** and to address the unique challenges of delivering MHCP in Greater Minnesota
- **Organizationally integrated with the county** health and human services resources, including resources relevant to addressing social determinants of health

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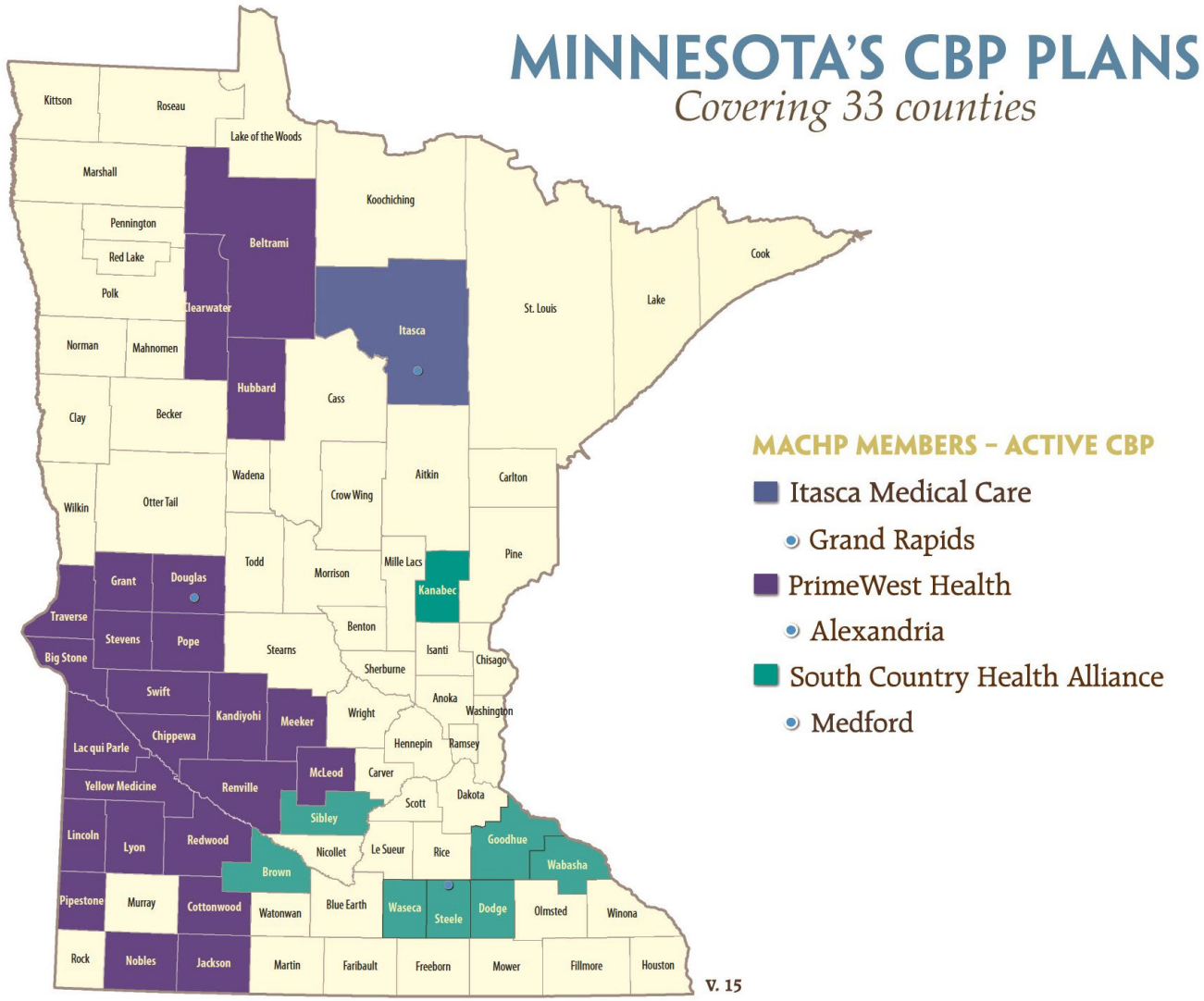
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County Health Plans

Counties choosing CBP

Risk/reward trade-off, with reward based on what the county and its communities value and believe will work best for vulnerable residents

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County Health Plans



33 counties strong
107,000 enrollees

- **Itasca Medical Care** (www.imcare.org), headquartered in Grand Rapids, owned and governed by Itasca County, serving over **10,700** MHCP enrollees.

- **PrimeWest Health** (www.primewest.org) headquartered in Alexandria, owned and governed by 24 counties, serving over **63,600** MHCP enrollees

- **South Country Health Alliance** (https://mnscha.org), headquartered in Medford, owned and governed by 8 counties, serving over **32,900** MHCP enrollees.

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County Health Plans

Under CBP, DHS contracts with counties to:

- **Manage and pay for** covered health care services to counties' residents enrolled in MHCP
- **Accept 100% financial risk** (up/down) for the total cost of MHCP participants' covered health care benefits
- **Carry-out all regulatory reporting and compliance** requirements, including numerous audits

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MINNESOTA ASSOCIATION OF County Health Plans

What CBP delivers

- **Public transparency** – CBP complies with all government sunshine laws and regulations, an attribute embraced and advantageous to integration
- **Public accountability** – CBPs are governed by locally elected public officials; few people are more sensitive to local needs, concerns, and changes
- **Social and civic responsibility** – Neighbor caring for neighbor and local government commitment to the well-being of local residents
- **Economy of scale** – Ability to make the State's dollars go further – Integrates county resources to achieve public health care program goals
- **Public-Private partnerships** – Integrates public and private health care and human services resources. Builds and strengthens rural care resources.

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What CBP delivers

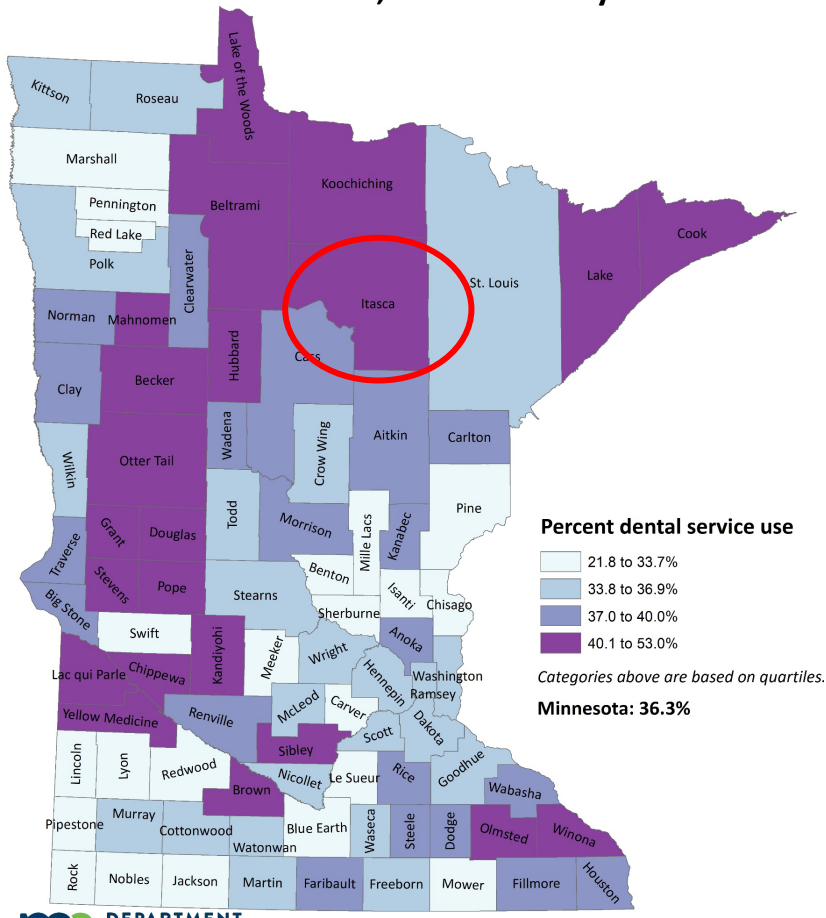
- **Integration** – MHCP payer integrated with significant county health and human services resource to more readily leverage integrated service delivery across the entire health care continuum
- **Local Convener** – As the local MHCP administrator, CBP brings together a broad spectrum of local stakeholders to address needs at the local level
- **Value-Added** – Reinvestment of financial surpluses to improve access, quality, and cost-effectiveness of care
- **Innovation** – Unique local needs drive unique local solutions
- **Results** – Outstanding results for MHCP enrollees and our communities

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County Health Plans

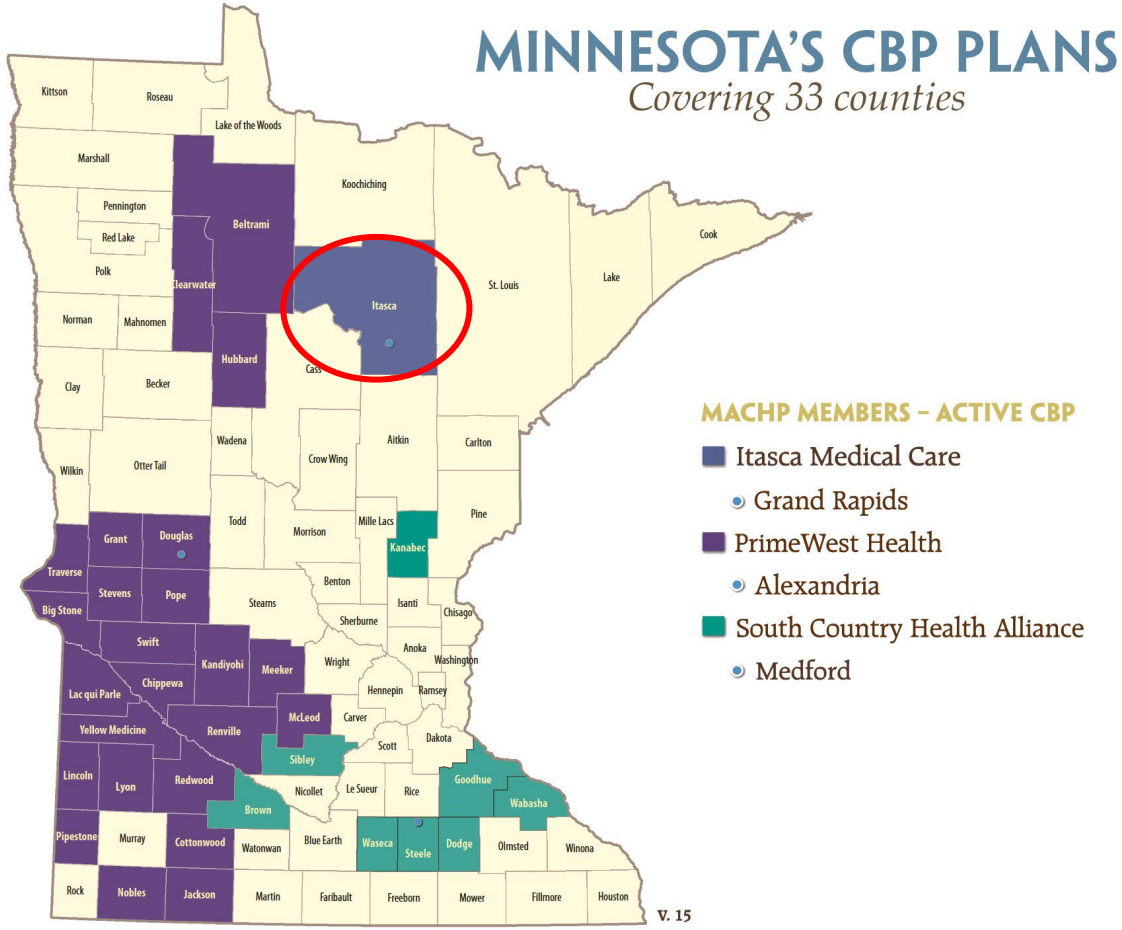
Example:
Strong Dental Access

Child & Teen Checkups eligible children (1 to 20 years) dental service use, federal fiscal year 2020



DEPARTMENT OF HEALTH

Source: Minnesota Department of Human Services. Child and Teen Checkups (C&TC/EPSDT) (CMS-416) Report. Collected by the Minnesota Oral Health Statistics System, Minnesota Department of Health Oral Health Program: MN Data Access Portal, January 2022. https://data.web.health.state.mn.us/web/mndata/oral-health



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MINNESOTA ASSOCIATION OF
County Health Plans

IMCare

Example:
Excellent Provider Satisfaction

- **"We are very satisfied with IMCare"** – Local Optometrist
- **"IMCare program is great!"** – *Local Chiropractor*
- **"I appreciate prompt claims processing"** – *Local Behavioral Health Provider*
- **"I'm very thankful for IMCare for us as providers, but more so for our patients because it has virtually eliminated access issues."** – *Local Dentist*

Table 2. Overall Satisfaction Rate by Provider Type

Provider Type	Goal	2020	2021	2022
All	80%	98% (53/54)	98.31% (58/59)	96.67% (58/60)

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MINNESOTA ASSOCIATION OF County Health Plans

Strengthening the CBP model

- **Lawsuit appeal –** CBP counties, including Itasca, sued to get DHS to follow state law concerning county authority in procurement for state public programs (256B.69, 256B.692 and 256B.694). The judge ruled against us, but we feel he made a number of mistakes and we have appealed the decision. The appeal decision is expected this summer.
- **Building "alignment" with DHS on the county-based model –** Collaborating with DHS and the Association of Minnesota Counties (AMC) to achieve alignment on preserving and strengthening the county-based model. Mutual desire to end conflict and focus on the best approach to serving MHCP enrollees.

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MINNESOTA ASSOCIATION OF County Health Plans

Strengthening the CBP model

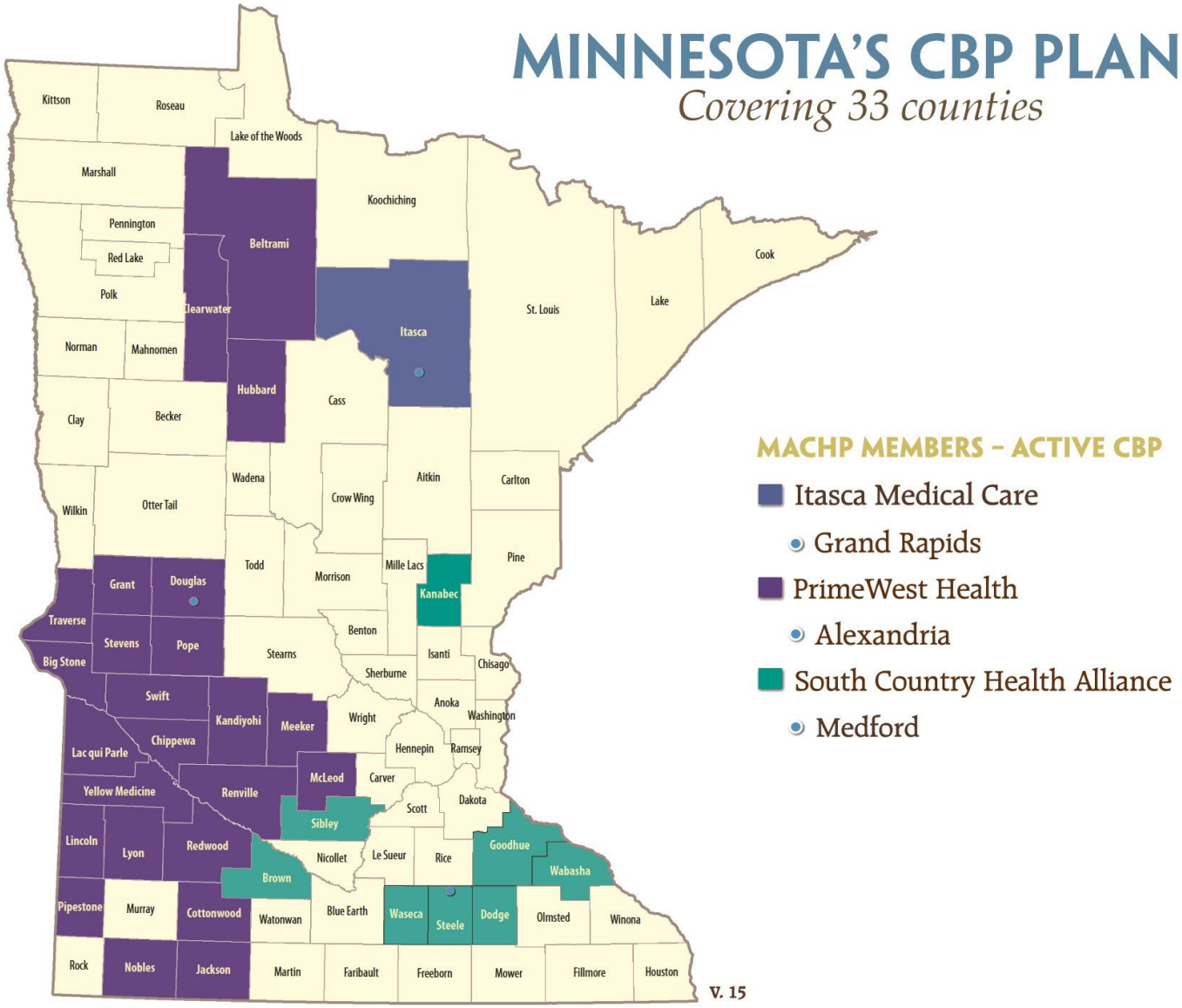
- **Preventing erosion of CBP** – Tracking and responding to legislation aimed at eliminating PMAP and reverting to DHS FFS (that bill has been amended to preserve CBP), allowing open-ended opting-out from PMAP, and carving-out various benefits (dental, Rx, etc.) We have bi-partisan support for CBP, but we often get lumped-in with HMOs.
- **Establish a better statutory "home" for CBP** – We continue seeking opportunities to properly frame CBP in state law as a unique, alternative model for delivering public health care programs in rural counties. This may result in new state legislation and/or a federal waiver.

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Thank you!

Questions?



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www.machp.org

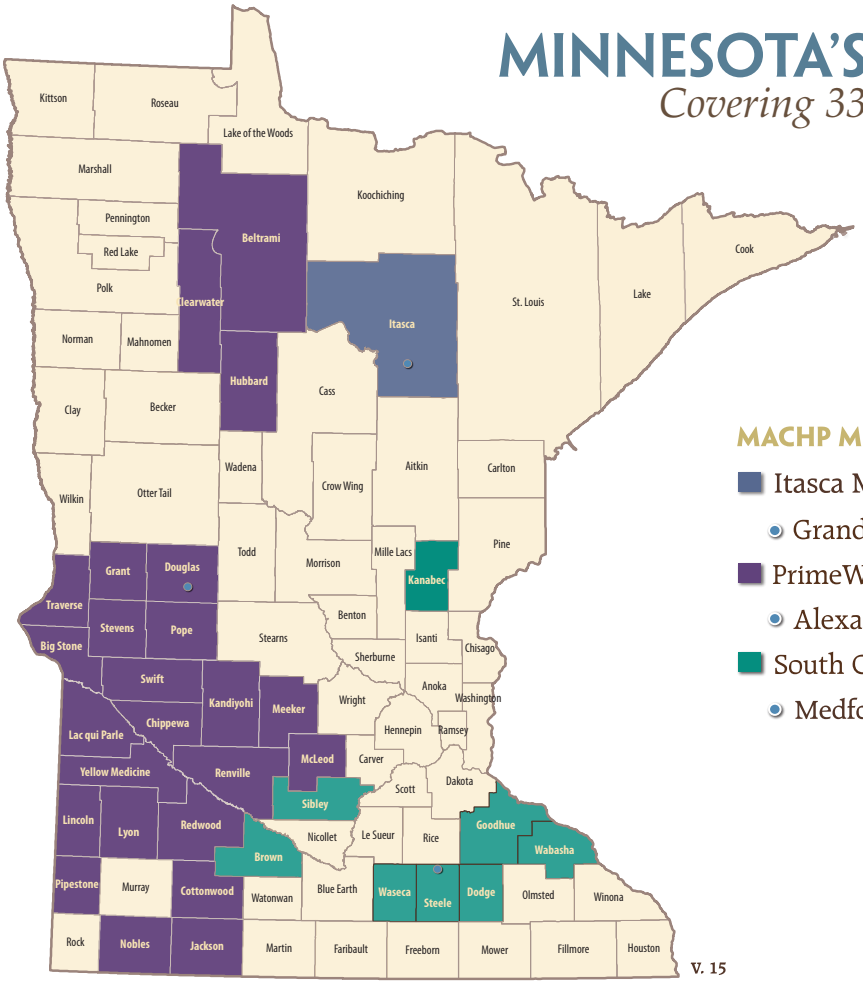
Steve Gottwalt
Executive Director
952-923-5265
steve@machp.org

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MINNESOTA ASSOCIATION OF
County Health Plans
www.machp.org

The Minnesota Association of County Health Plans (MACHP) is an alliance of County-Based Purchasing (CBP) plans serving **more than 107,000 members** enrolled in Minnesota Health Care Programs (MHCP) each month across **33 counties**. Minnesota legislators wrote CBP into state law in the 1990s—a distinct and unique model, owned and operated by the counties they serve. CBP empowers participating counties to exercise local decision-making, self-determination, and community-specific innovation toward improving individual health, population health, and health equity, while reducing health care costs. The result is better health outcomes and quality of life for residents enrolled in MHCP.

MINNESOTA'S CBP PLANS
Covering 33 counties



V. 15

MACHP MEMBERS – ACTIVE CBP

- Itasca Medical Care
  - Grand Rapids
- PrimeWest Health
  - Alexandria
- South Country Health Alliance
  - Medford

Itasca Medical Care
Headquartered in Grand Rapids and owned and governed by Itasca County. Serves over 10,700 MHCP enrollees.

PrimeWest Health
Headquartered in Alexandria and owned and governed by 24 counties. Serves over 63,600 MHCP enrollees.

South Country Health Alliance
Headquartered in Medford and owned and governed by 8 counties. Serves over 32,900 MHCP enrollees.

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COUNTIES CAN!

MINNESOTA ASSOCIATION OF
County Health Plans
www.machp.org

LOCAL, COUNTY-BASED CARE FOR OUTSTANDING RESULTS

DID YOU KNOW?

- MACHP raises awareness among public policy makers about the unique value CBP brings to Minnesotans enrolled in Minnesota Health Care Programs (MHCP).
- MACHP strengthens public policy pertaining to MHCP from a county-based perspective, including promoting local county control and self-determination for better outcomes.
- MACHP serves as an important resource for counties interested in adopting CBP.

THE STRENGTH OF CBP

Since 1982, CBP plans, owned and operated by the counties they serve, have provided locally responsive and locally accountable health care to residents enrolled in MHCP across Minnesota. Today, CBP plans ensure dependable access to quality, cost-effective health care for more than 107,000 Minnesotans across 33 counties. No other model delivers this level of outstanding local care and accountability.

MINNESOTA'S CBP PLANS

- **Improve** individual health care experience, population health and health equity while controlling health care costs
- **Coordinate** with other county services for more efficient and effective care and outcomes
- **Integrate** with local social services, public health, behavioral health, medical care, dental care and wellness programs to meet the unique needs of each MHCP enrollee
- **Build** strong provider relationships, including enhanced reimbursements
- **Partner** with and improve access to local providers and local community resources
- Are **governed by** local county commissioners, providing unprecedented local transparency and accountability
- **Reinvest** by putting funds back into our local communities to strengthen and promote health care, health equity, and health outcomes

For more information, contact:

Steve Gottwalt, Executive Director
Minnesota Association of County Health Plans
1753 Cottonwood Circle
Saint Cloud, MN 56303-0500
steve@machp.org
(952) 923-5265

MACHP Board of Directors

Sarah Anderson, CEO
Itasca Medical Care
sarah.anderson@co.itasca.mn.us
(218) 327-6789

Jim Przybilla, CEO
PrimeWest Health
jim.przybilla@primewest.org
(320) 335-5250

Leota Lind, CEO
South Country Health Alliance
llind@mnscha.org
(507) 444-7772

IMCare

PrimeWest HEALTH

South Country HEALTH ALLIANCE

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2944

DEPARTMENT: Management Information Services **TIME REQUESTED:** 10 Minutes
PRESENTER: Chris Gunderson

AGENDA ITEM:
MIS Department Update

BOARD ACTION REQUESTED:
Receive annual update regarding the state and activities of the MIS Department.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. ADDL INFO MIS Dept Update

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2935

DEPARTMENT: Land Department
TIME REQUESTED: 5 Minutes
PRESENTER: Kory Cease, Wes Belanger

AGENDA ITEM:
MN DNR Heritage Forest Project

BOARD ACTION REQUESTED:
Approve providing a letter of support for MN DNR Forest Heritage Project acquisition of The Conservation Fund lands in Itasca County.

BACKGROUND:
The MN DNR is seeking support for seeking funding for the acquisition of 34 prioritized parcels, totalling approximately 1339 acres, of The Conservation Fund (TCF) lands in Itasca County. TCF purchased approximately 72,440 acres of former Potlatch lands located across 14 northern Minnesota counties with the intent of selling them to tribal, state and county land management agencies in order to preserve them as publicly accessible working forests. The MN DNR Heritage Forest Project has prioritized pursuing acquisition of approximately 11,953 acres of TCF lands across northern MN.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Itasca County Support Letter_DNR Heritage Forest_DRAFT
2. MHF county maps Itasca 1-23-23
3. MHF DNR Priority and TCF Parcels No Sax Zim
4. Priority State Parcels to Acquire 1-26-2023

02/21/2023
It was the consensus of the County Board to direct staff to provide a draft letter of support for review.

RESULT:	**RECOMMENDED FOR REGULAR NEXT: 02/28/2023 2:30 PM**

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

ITASCA COUNTY

Courthouse
Administrative Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-7363 Fax (218) 327-2848

February 28, 2023

MN Department of Natural Resources
Adam Munstenteiger
MN Heritage Forest Project Manager
2115 Birchmont Beach Road NE
Bemidji, MN 56601

Dear Mr. Munstenteiger,

The Itasca County Board of Commissioners supports the State of Minnesota Department of Natural Resources (MN DNR) work to acquire some of the properties currently owned by The Conservation Fund in Itasca County, but also has a couple concerns regarding the potential acquisition.

Depending on the funding sources used for the acquisition, Itasca County is concerned that the acquired lands will not be open to motorized recreational trail uses. The availability of recreational trails as a multiple use on public lands plays an important role in the county's tourism economy. Itasca County is also concerned about how this project fits into the MN DNR's strategic land asset management and whether this state program will take a balanced approach by including both land acquisition and divestment. State land asset practices that reduce the tax capacity within a county increases the burden on other county taxpayers which in turn reduces the economic vitality of the region. These types of potential long-term impacts on our local citizens and economy are important issues for the MN DNR to address when planning these land acquisition projects.

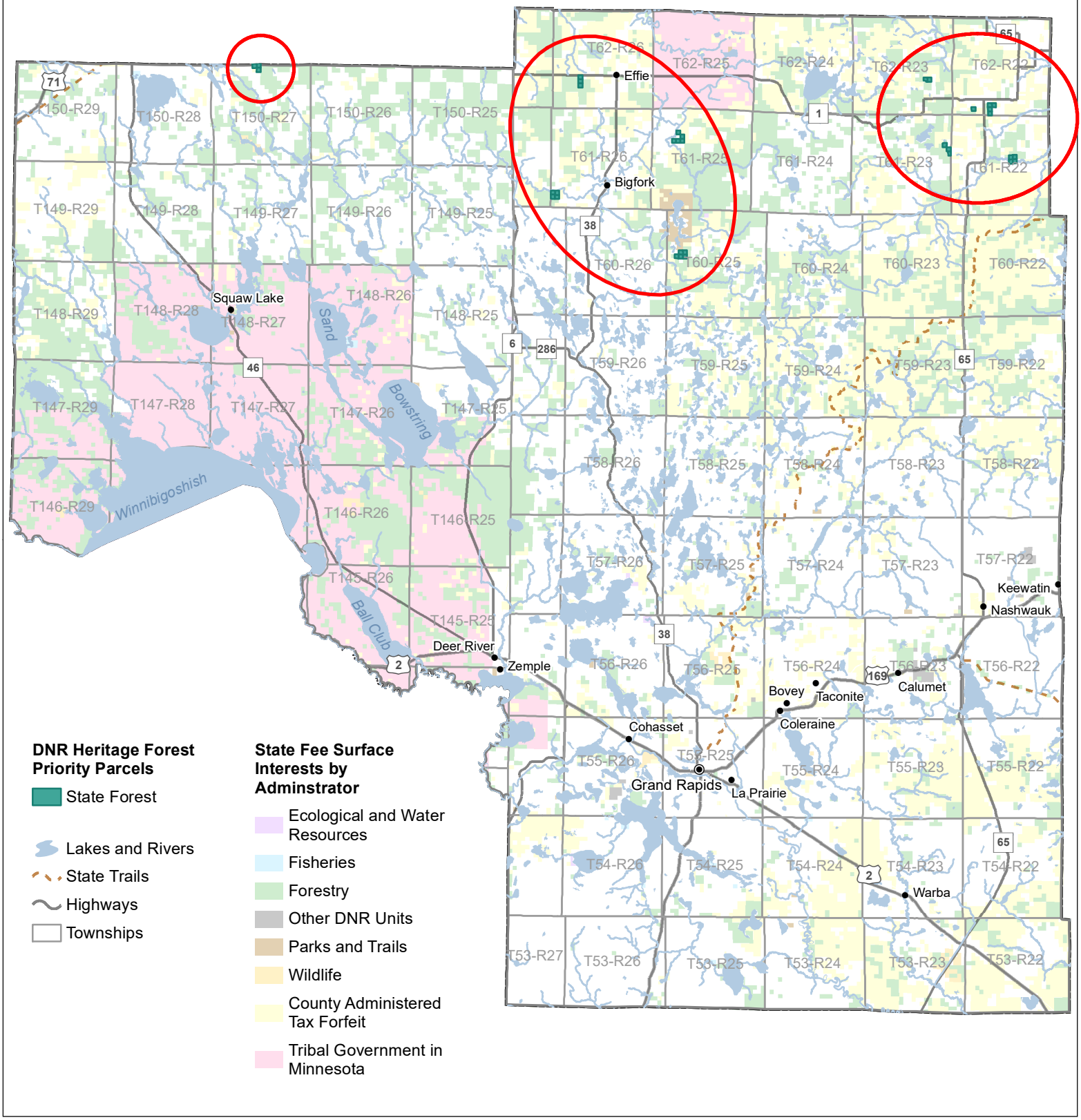
It is understood these lands will become acquired natural resources lands, managed as state forests, and will provide multiple land use benefits to the public. These benefits would include being open to all the public uses currently allowed on state forest lands as well as being managed as working forests in support of our region's forest products industry. It is also understood that formal county board approval may or may not be required depending upon the ultimate land designation and/or the funding source.

Sincerely,

Burl Ives
Chair, Itasca County Board of Commissioners
CC:

DRAFT

DNR Heritage Forest Parcel Analysis - Itasca



DNR Heritage Forest Priority Parcels

- State Forest
- Lakes and Rivers
- State Trails
- Highways
- Townships

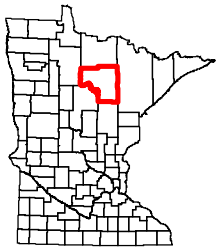
State Fee Surface Interests by Adminstrator

- Ecological and Water Resources
- Fisheries
- Forestry
- Other DNR Units
- Parks and Trails
- Wildlife
- County Administered Tax Forfeit
- Tribal Government in Minnesota

DEPARTMENT OF NATURAL RESOURCES

Date: January 23, 2023

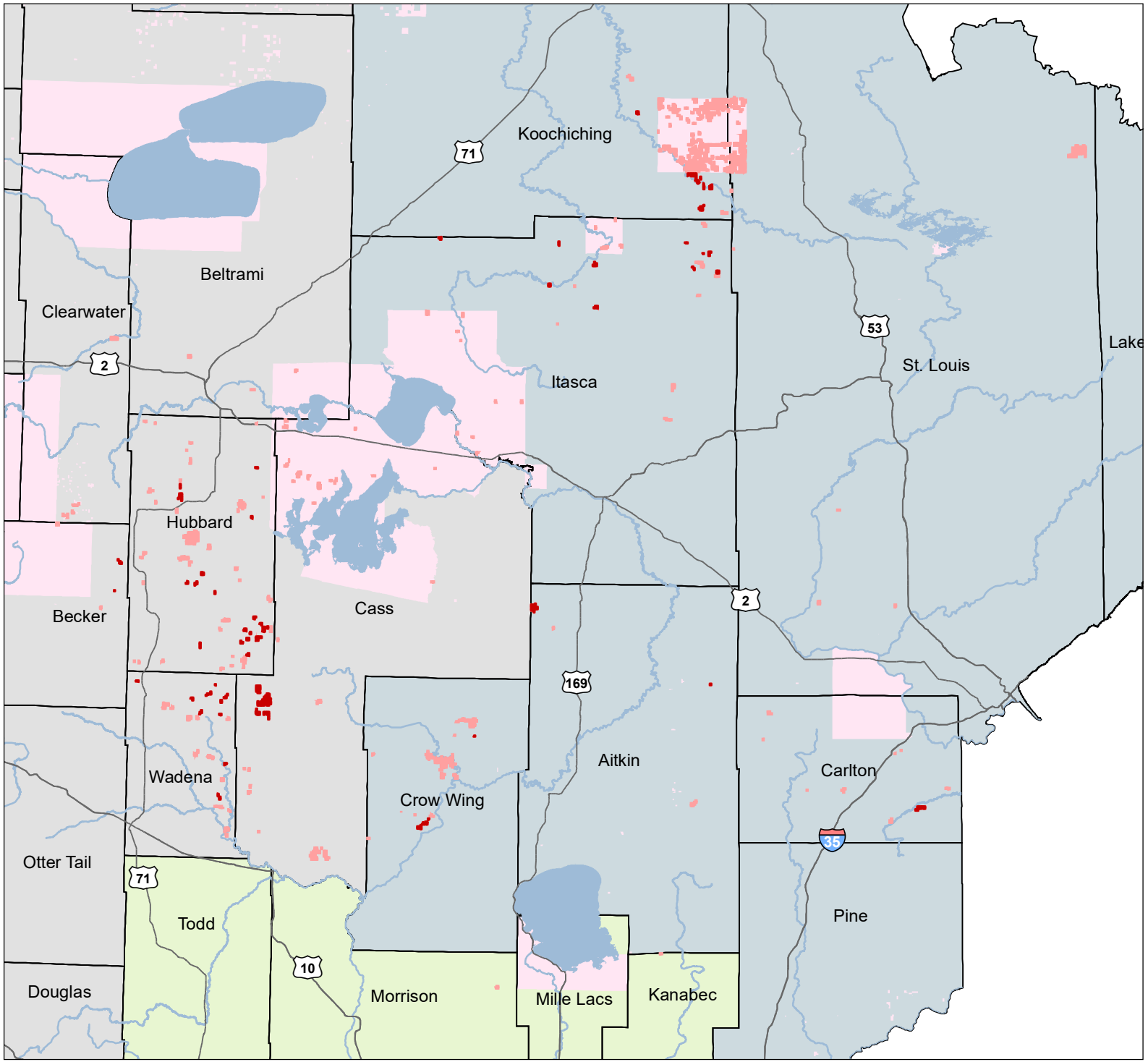
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DEPARTMENT OF NATURAL RESOURCES

DNR's Minnesota Heritage Forest Project



DNR Heritage Forest Priority Parcels (11,953.07 acres)

TCF Disposition Parcels (67,787.51 acres)

Major Highways

Major Rivers

Large Lakes

Tribal Governments in Minnesota

NW Region

NE Region

Central Region

N

January 18, 2023

Miles

0 10 20 40

Parcel Name	Acres	block	Consolidate DNR Lands	Inholding of DNR Lands	Cover Type
T060NR25WS17_NWNW	40.21	111	Adjacent to DNR Property	Yes	Aspen, Black Spruce, Cedar, Northern Hardwoods, NP-Swam/Marsh
T060NR25WS17_SWNW	40.29	111	Adjacent to DNR Property	Yes	Aspen, Northern Hardwoods, Swamp Hardwood
T060NR25WS18_NENE	39.67	111	Adjacent to DNR Property	Yes	Aspen, Cedar, Spruce/Fir
T060NR25WS18_SENE	40.19	111	Within Statutory or Management Boundary	Yes	Aspen, Northern Hardwoods
T060NR25WS18_SWNE	39.76	111	Adjacent to DNR Property	Yes	Aspen, Birch, Black Spruce, Northern Hardwoods
T061NR22WS15_NESE	39.67	114	Adjacent to DNR Property	No	Aspen, Black Spruce
T061NR22WS15_NWSE	41.57	114	Adjacent to DNR Property	No	Aspen, Black Spruce
T061NR22WS15_SESE	40.29	114	Within Statutory or Management Boundary	No	Aspen, NP-Access/Right-of-Way

General DNR Comments	DNR Priority (High, Medium, Low, No)	Suggested Outdoor Recreation Unit	Township	Meeting attended/Letter of Support Signed?
SSP to N; George Washington SF; important timber access routes; Marie Lake Road but not a designated road; no easement or lease to acces their lands; it is complicated; should be public	High	GWSF or Scenic State Park	Unincorporated	
	High	GWSF or Scenic State Park	Unincorporated	
	High	GWSF or Scenic State Park	Unincorporated	
	High	GWSF or Scenic State Park	Unincorporated	
	High	GWSF or Scenic State Park	Unincorporated	
land north of the river high for state; south of the river would like to see them stay public, county first, then state	High	Land north of river = Bigfork State Forest	Bearville	Yes/Yes
land north of the river high for state; south of the river would like to see them stay public, county first, then state	High	Land north of river = Bigfork State Forest	Bearville	Yes/Yes
land north of the river high for state; south of the river would like to see them stay public, county first, then state	High	Land north of river = Bigfork State Forest	Bearville	Yes/Yes

County Taxable Value	Est. Annual PILT Payment at 0.0075%	2022 Tax Payment- From online county records
$ 32,200	$ 242	$ 352
$ 39,100	$ 293	$ 428
$ 47,600	$ 357	$ 520
$ 39,200	$ 294	$ 428
$ 34,500	$ 259	$ 378
$ 21,800	$ 164	$ 182
$ 24,800	$ 186	$ 208
$ 21,700	$ 163	$ 182

T061NR22WS15_SWSE	41.49	114	Within Statutory or Management Boundary	No	Aspen, NP-Access/Right-of-Way
T061NR23WS12_SWSE	42.17	115	Adjacent to DNR Property	No	Aspen, NP-Access/Right-of-Way, NP-Stagnant Spruce, Red Pine Plantation
T061NR23WS13_NENE	39.34	116	Adjacent to DNR Property	No	Aspen, Black Spruce, Jack Pine Plantation, NP-Access/Right-of-Way, NP-Swam/Marsh, Red Pine Plantation
T061NR23WS13_SENE	28.42	116	Adjacent to DNR Property	No	
T061NR25WS08_SWNE	39.91	117	No	No	Aspen, Balm of Gilead, NP-Swam/Marsh
T061NR25WS08_NESE	38.74	118	No	No	Aspen
T061NR25WS08_SESE	39.25	118	No	No	Aspen
T061NR25WS08_SESW	39.83	118	No	No	Aspen, Black Spruce, Open Field
T061NR25WS08_SWSE	40.51	118	No	No	Aspen, Open Field
T061NR26WS31_NENW	39.87	119	No	No	Aspen, Black Spruce, NP-Open Water

land north of the river high for state; south of the river would like to see them stay public, county first, then state	High	Land north of river = Bigfork State Forest	Bearville	Yes/Yes
high for Forestry; consolidates boundaries	High	GWSF	Unincorporated	
high for Forestry; consolidates boundaries	High	GWSF	Unincorporated	
high for Forestry; consolidates boundaries	High	GWSF	Unincorporated	
high priority; should be public; **county**, then state	High	GWSF	Unincorporated	
high priority; should be public; **county**, then state	High		Unincorporated	
high priority; should be public; **county**, then state	High		Unincorporated	
high priority; should be public; **county**, then state	High		Unincorporated	
high priority; should be public; **county**, then state	High		Unincorporated	
State first, County 2nd	High	SF (Bigfork)	Bigfork	Yes/Yes

$ 23,200	$ 174	$ 194
$ 44,900	$ 337	$ 492
$ 40,900	$ 307	$ 448
$ 38,500	$ 289	$ 422
$ 40,000	$ 300	$ 438
$ 39,900	$ 299	$ 436
$ 38,200	$ 287	$ 418
$ 35,600	$ 267	$ 390
$ 41,600	$ 312	$ 456
$ 55,600	$ 417	$ 644

Parcel Name	Acres	block	Consolidate DNR Lands	Inholding of DNR Lands	Cover Type
T061NR26WS31_NWNW	39.96	119	Adjacent to DNR Property	No	Aspen, Black Spruce, NP-Open Water
T061NR26WS31_SENW	39.83	119	Adjacent to DNR Property	No	Aspen, Black Spruce, NP-Swam/Marsh
T061NR26WS31_SWNW	39.70	119	Adjacent to DNR Property	No	Aspen, Black Spruce, NP-Swam/Marsh
T062NR22WS32_NESW	37.27	122	Adjacent to DNR Property	No	Aspen, Black Spruce, NP-Other, Swamp Hardwood
T062NR22WS33_NESW	37.88	123	Adjacent to DNR Property	No	Aspen, Cedar
T062NR22WS33_SENW	39.92	123	Adjacent to DNR Property	No	Aspen, Cedar
T062NR22WS33_SESW	37.14	123	Adjacent to DNR Property	No	Aspen, Cedar, White Pine
T062NR22WS33_SWNE	43.26	123	Within Statutory or Management Boundary	No	Aspen, Cedar
T062NR23WS23_SESW	33.12	124	Within Statutory or Management Boundary	No	Aspen, Cedar
T062NR23WS23_SWSE	38.81	124	Within Statutory or Management Boundary	No	Aspen, Cedar
T062NR26WS29_NWNE	37.84	130	Adjacent to DNR Property	Yes	Aspen, NP-Swam/Marsh
T062NR26WS29_NWSE	39.69	130	Within Statutory or Management Boundary	Yes	Aspen, Black Spruce, NP-Swam/Marsh

General DNR Comments	DNR Priority (High, Medium, Low, No)	Suggested Outdoor Recreation Unit	Township	Meeting attended/Letter of Support Signed?
State first, County 2nd	High	SF (Bigfork)	Bigfork	Yes/Yes
State first, County 2nd	High	SF (Bigfork)	Bigfork	Yes/Yes
State first, County 2nd	High	SF (Bigfork)	Bigfork	Yes/Yes
County first, state 2nd	High	GWSF	Carpenter	Yes/Yes
State first, County 2nd	High	GWSF	Carpenter	Yes/Yes
State first, County 2nd	High	GWSF	Carpenter	Yes/Yes
State first, County 2nd	High	GWSF	Carpenter	Yes/Yes
State first, County 2nd	High	GWSF	Carpenter	Yes/Yes
State first, County 2nd	High	GWSF	Carpenter	Yes/Yes
State first, County 2nd	High		Carpenter	Yes/Yes
Highest priority	**High**	Bigfork SF	Unincorporated	
Highest priority	**High**	Bigfork SF	Unincorporated	

County Taxable Value	Est. Annual PILT Payment at 0.0075%	2022 Tax Payment- From online county records
$ 46,800	$ 351	$ 542
$ 29,900	$ 224	$ 346
$ 38,800	$ 291	$ 450
$ 26,000	$ 195	$ 254
$ 36,100	$ 271	$ 354
$ 30,300	$ 227	$ 296
$ 36,000	$ 270	$ 352
$ 43,800	$ 329	$ 430
$ 43,200	$ 324	$ 424
$ 47,300	$ 355	$ 464
$ 35,800	$ 269	$ 392
$ 35,700	$ 268	$ 390

Parcel Name	Acres	block	Consolidate DNR Lands	Inholding of DNR Lands	Cover Type
T062NR26WS29_SWNE	39.42	130	Within Statutory or Management Boundary	Yes	Aspen, NP-Swam/Marsh
T150NR27WS04_NENE	42.57	131	Adjacent to DNR Property	No	Aspen, Swamp Hardwood
T150NR27WS04_NWNE	41.82	131	Within Statutory or Management Boundary	No	Aspen, NP-Swam/Marsh, Swamp Hardwood
T150NR27WS04_SENE	39.61	131	Adjacent to DNR Property	No	Aspen, Swamp Hardwood
	1339.02				

General DNR Comments	DNR Priority (High, Medium, Low, No)	Suggested Outdoor Recreation Unit	Township	Meeting attended/Letter of Support Signed?
Highest priority	**High**	Bigfork SF	Unincorporated	
high priority, state best to consolidate boundaries	High	Bigfork SF	Grattan	
high priority, state best to consolidate boundaries	High	Bigfork SF	Grattan	
high priority, state best to consolidate boundaries	High	Bigfork SF	Grattan	

County Taxable Value	Est. Annual PILT Payment at 0.0075%	2022 Tax Payment- From online county records
$ 41,300	$ 310	$ 452
$ 35,300	$ 265	$ 310
$ 34,200	$ 257	$ 300
$ 35,000	$ 263	$ 308
$ 1,254,800	$ 9,411	$ 13,080

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2945

DEPARTMENT: Environmental Services
TIME REQUESTED: 15 Minutes
PRESENTER: Bill Grantges

AGENDA ITEM:
2022 Itasca SWCD AIS Program Report

BOARD ACTION REQUESTED:
Receive the Itasca County Soil & Water Conservation District (SWCD) Aquatic Invasive Species (AIS) Program 2022 Season Report.

BACKGROUND:
See attached.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2022 Itasca SWCD AIS Program Report

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

Aquatic invasive species (AIS) are non-native plants and animals that have been introduced accidentally or intentionally into our lakes and rivers. As a new species to our area, they encounter little or no natural predators. AIS reproduce rapidly and often outcompete our native species for resources. They can drive out and eat native plants and wildlife, spread diseases, and damage infrastructure.

The Itasca County Aquatic Invasive Species Program was created in 2014 to combat the introduction and limit the spread of aquatic invasive species in Itasca County. Under MN Statute 477A.19, Itasca County receives its share of $10 million distributed to MN counties annually to fight AIS. It is up to individual counties to make decisions on how the funds are to be used while still abiding by all current laws and regulations. Itasca County through a cooperative agreement, allocates these funds received to the Itasca Soil and Water Conservation District.

In a January 25, 2023, article, the Herald Review reported that “in Itasca County tourism is a $75 million industry that employs more than 1,200 people. The spin-off economic impact of tourism is another $25 million.” Aquatic invasive species can cause tremendous harm to our environment, our economy, and our health. Tourism, property values and recreational use of our waters in Itasca County are threatened by AIS.

This document is the report of what the Itasca SWCD AIS Program accomplished in 2022 in its fight against the introduction and spread of AIS in Itasca County and is being submitted to the Itasca County Board of Commissioners by Bill Grantges, Itasca County SWCD AIS Program Manager.

Itasca County SWCD AIS Prevention Aid Program: A Snapshot of Accomplishments in 2022

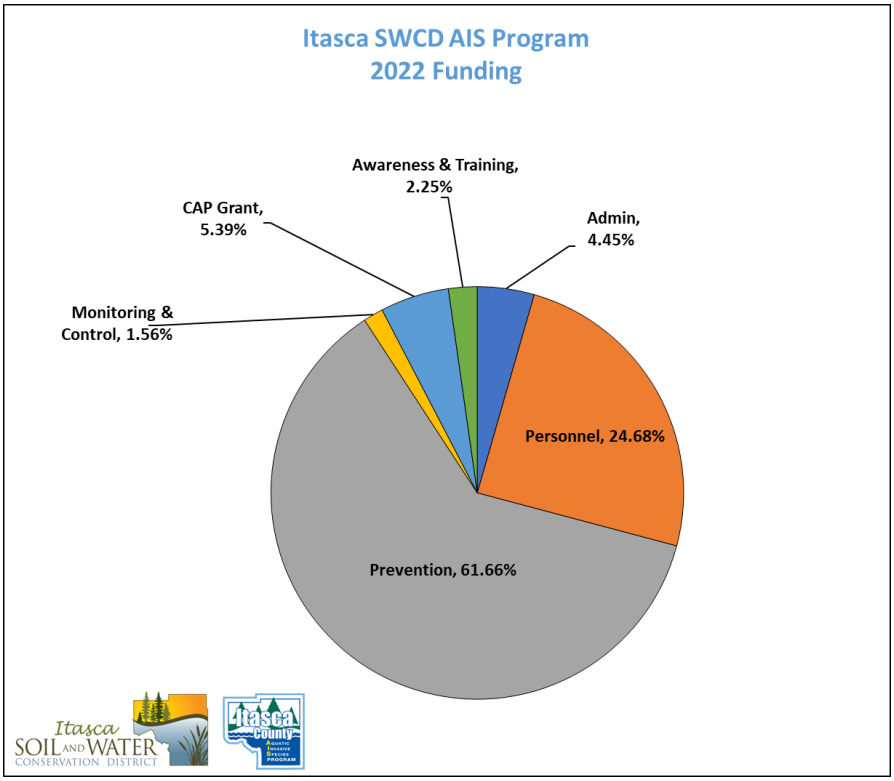
Program Summary

Category	Metrics
AIS Prevention Aid Used	**$ 679,319** AIS Prevention Aid used this calendar year. **$ 100,000** saved in a contingency fund.
People Doing AIS Work	**2** full-time staff with 100 % of their time dedicated to AIS work. **3** part-time and seasonal staff with 100 % of their time dedicated to AIS work *(Staff other than inspectors that work less than 40 hours a week or seasonally; provide average % if more than 1 staff person)* **19** Level 1 Watercraft Inspectors. **9** Level 2 Watercraft Inspectors (operate decontamination units). **80.5 %** of aid used this year for staff wages (Program aid total=state aid + leveraged funds + other grants) (fully burdened rate used for staff wages). **113** volunteers conducting AIS work. **1,602** volunteer hours served.
Partnerships	Local organizations engaged and/or actively conducting aid-funded AIS work: **15** lake associations **2** conservation nonprofits and/or outdoor groups (angling, hunting, paddling, sailing, etc.) **2** schools and/or youth organizations **17** businesses (FiveStar Program) **3** local governments Yes, our county does have an AIS Technical Advisory Committee.
Funds Distributed, Contributed and Leveraged	**$35,385** in grants awarded (aid to other organizations) **8** organizations awarded grants. **$47,270** in funds contributed by other organizations to directly support aid-funded work *(e.g. matching for: grants, watercraft inspections, invasive aquatic plant management, education, etc.)* **8** organizations contributing additional funds. **$16,500** in other funds leveraged from: $15K USFS RAC Grant, $1.5K MNDNR IAPM grant
Communities Engaged	**68** events held about AIS or that included AIS topics **10,000** residents and visitors directly contacted/engaged about AIS during events **60** Itasca AIS, **93** MN Traditions posts on social media seen by **300** Itasca AIS followers, and **46,875** Mn Traditions followers. **1,200** children were taught about AIS. **$10,000** spent on paid advertisements (billboards, TV, radio, newspaper, social media, etc.) (**all went to MN Traditions**)
Watercraft Inspected	**$395,137** spent on watercraft inspection *(Does not include full time staff with additional duties)")* **27,327** inspections performed. **14,325** coverage hours of inspections performed during **16,990** man hours. **34** accesses covered by inspectors. **18** water bodies covered by inspectors. **98.7 %** of watercraft recorded as arriving with drain plugs out **5** decontamination units in operation by Level 2 Inspectors **504** decontaminations performed. **108** boaters engaged by AIS Volunteers/Ambassadors at water accesses

Category	Metrics
Law Enforcement Supported	**$0** provided to local law enforcement officers to enforce AIS laws. **0** local law enforcement officers trained this year on AIS laws. **0** local law enforcement officers conducting AIS work. **2** boaters contacted by local law enforcement
Monitoring Conducted	**76** total lakes and rivers surveyed for AIS. Surveys included: **78** early detection searches on **76** water bodies **35** zebra mussel settling plates deployed on **33** water bodies. **40** veliger tows taken on **6** water bodies. **6** new detections in the county *(new AIS discovered in a water body)* **13 AIS Detectors** volunteers trained in 2022, **39** total trained & certified persons in Itasca County. **17** people participated in the University of Minnesota Extension and Minnesota AIS Research Center's "Starry Trek" event List of species targeted for monitoring or surveys: Zebra/Quagga Mussels, Spiny Water Fleas, Starry Stonewort, Eurasian Watermilfoil, Curly Leaf Pondweed, Flowering Rush, Purple Loosestrife
New Infestation Response Planning	**1** response(s) to new AIS populations coordinated. Our county does have a new infestation response plan: **Yes**
Invasive Aquatic Plant Management (IAPM) + Control of Other Invasive Species	**$40,680** spent on IAPM. **59** water bodies with aid funded IAPM activities **2** groups involved or conducting aid funded IAPM work **$23,000** in other funds leveraged for IAPM work: $15K U.S. Forest Service (RAC Grant for Purple Loosestrife Control within the Chippewa National Forest), $7,385 CAP Grant match Eurasian watermilfoil, $1,055 CAP Grant match Eurasian watermilfoil & flowering rush **43,563** purple loosestrife biocontrol beetles were released at **36 sites** **3** Mechanical Control projects (hand pulling of plants) on **3** water bodies List of species controlled: **Curly Leaf Pondweed, Flowering Rush, Purple Loosestrife, Eurasian watermilfoil**

Program Spending Summary

Budget Category	County: AIS Prevention Aid Spent in 2022	Local Grants: AIS Prevention Aid Awarded in 2022	Description
Public Outreach and Education	**$12,878**		Awareness & Training Expenses (does not include Personnel)
Watercraft Inspection	**$395,137**	**$62,500**	62.5K =CAP Grant match for inspection &decon hours. $395K=seasonal staff + operating expenses (fuel, repairs, new equipment. Does not include Personnel)
Monitoring/Early Detection	**$28,800**		Seasonal staff + operations costs. Does not include Personnel costs
New Infestation Response			Purple loosestrife treated when found usually as part of the Control & Monitoring activities. These costs captured in Monitoring/Early Detection + IAPM
Invasive Aquatic Plant Management	**$32,600**	**$15,000**	$15K USFS RAC Grant. $32,600 = ($8,800 seasonal staff & supplies & equipment) + ($23,800 paid to PLM & CMA)
Other	**$187,584**		Fulltime AIS staff + district admin, all fully burdened.



Program Summary

The Itasca SWCD AIS Program is made up of five Priority Areas:

Prevention - priorities include AIS watercraft inspection and decontamination, enforcement, education, public landing infrastructure improvements, partnerships (anglers, fishing guides, bait shops, hunters, marine businesses, float plane operators and all other businesses)

Control and Monitoring - priorities include coordinating trained SWCD AIS field crews for early detection, control and monitoring of AIS in Itasca County lakes and rivers.

Community Action Projects - priorities include managing a small grants program that enables organizations, associations, or individuals to further AIS prevention locally by means of enhancing other AISP programs or innovative projects, matching funds required to leverage AIS prevention efforts.

Awareness and Training priorities include managing public communications, mass media programs, AIS awareness at public events, printed materials, outreach to new partners or external AIS partners, AIS programs for youth, contributing website content and collateral support for other priority areas' communication needs. Public training on AIS as well as Citizen science training for the early detection of AIS and AIS identification will be offered to citizens of Itasca County.

County: Itasca County (Environmental Services as liaison); Priorities include participating with the DNR Database, a reserve of unallocated funds will be maintained to provide flexibility to the AISP.

2022 Highlights

Success Stories

- Zebra Mussels were discovered in the Canisteo Mine Pit Complex just days before crews were set to begin draining the pit water into Holman Lake and through the Swan River, which are not infested. Engineered efforts are now being put into place to ensure the Invasive mussel population does not get flushed downstream.
- Many Purple Loosestrife infestations continue to show a major decline in area and density throughout Itasca County due to the biological, mechanical, and chemical control efforts of our AIS Control & Monitoring crew.
- Opened a 2nd self-serve decon station that offers to the public, at any time 24/7, fresh unheated 60psi water, lighting, and tools needed to Clean, Drain, and Dry watercraft and equipment. When the unit is staffed by certified personnel, thermal decontaminations of 140 degree, 3,500 psi water are offered.
- Held a FiveStar Lake Service Provider focus group meeting to identify program strengths and weaknesses. LSPs offered suggestions for new 24/7 self-serve decon station in Itasca County.
- A new AIS beanbag toss game was added to our booth at the Itasca County Fair (see in photo section). This proved to be an extremely effective way to engage people in discussions about AIS. The game was simple to teach and required less physical effort than the “Wheel of Invaders” and “AIS Detective” games created in previous years.

Multi-County Collaborations

- Teamed up with DNR to extensively survey and map the newly discovered Zebra Mussel population on the Canisteo Mine Pit.
- Worked with DNR AIS Specialist Rich Rezanka to map out Eurasian Watermilfoil on McKinney and Crystal / Ice Lakes to prepare for chemical control efforts.
- Released 10,435 Galerucella Beetles within the Leech Lake Reservation to increase the effort of the biological control of Purple Loosestrife in collaboration with the LLBO.
- Approximately 3300 Galerucella Beetles were donated to other agencies to establish biological control sites for Purple Loosestrife. Receiving agencies were Cass SWCD, Lake SWCD and the Mn DNR.
- Distributed AIS wash stations to 10 Itasca County resorts. The wash stations consisted of a heavy duty wheeled hose cart with 50’ of hose, a hose spray head, a long-handled brush, a broom, a 2’ to 4’ expandable picker, plastic paint scrapers, and instructions on how to use the station.

Photos of AIS Activities



2022 Itasca SWCD AIS Control & Monitoring

Pictured Left:

The first Zebra Mussel found and documented in the Canisteo Mine Pit Complex; 2022. This is a good representation of the average size and year class.

Pictured Right:

A zoomed-in look at the extremely small Zebra Mussels found in Bowstring Lake. This appears to be their average size in 2022.



2022 Itasca SWCD AIS Control & Monitoring



2022 Itasca SWCD AIS Control & Monitoring

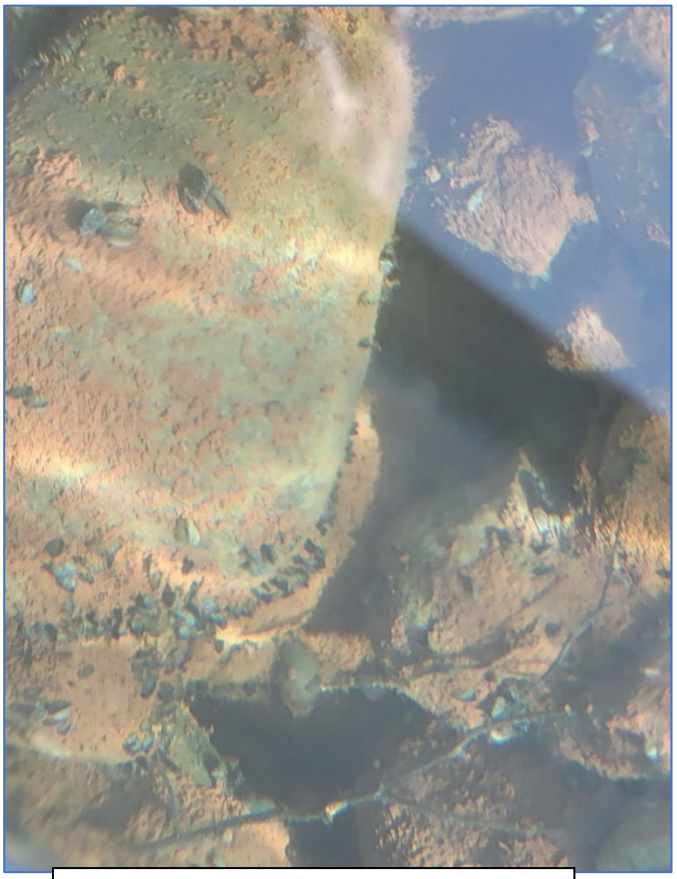
Pictured Left:

Almost every vegetation sample from Bowstring Lake was covered in juvenile Zebra Mussels.

For size reference, the plant that they are attached to is approximately ¾ inch wide.

Pictured Right:

A photo taken from above the surface of the Canisteo Mine Pit in about 8'feet of water showing Zebra Mussels colonizing a rock pile.



2022 Itasca SWCD AIS Control & Monitoring

Pictured Right:

A close-up of the byssal threads used by Zebra Mussels to attach to solid surfaces. In this instance it is attached to a native mussel from Northstar Lake in Marcell, MN.



2022 Itasca SWCD AIS Control & Monitoring



2022 Itasca SWCD AIS Control & Monitoring

Pictured Left:

Itasca SWCD AIS Control & Monitoring Crew surveying for invasive species on Prairie Lake in Grand rapids, MN.

Pictured Below:

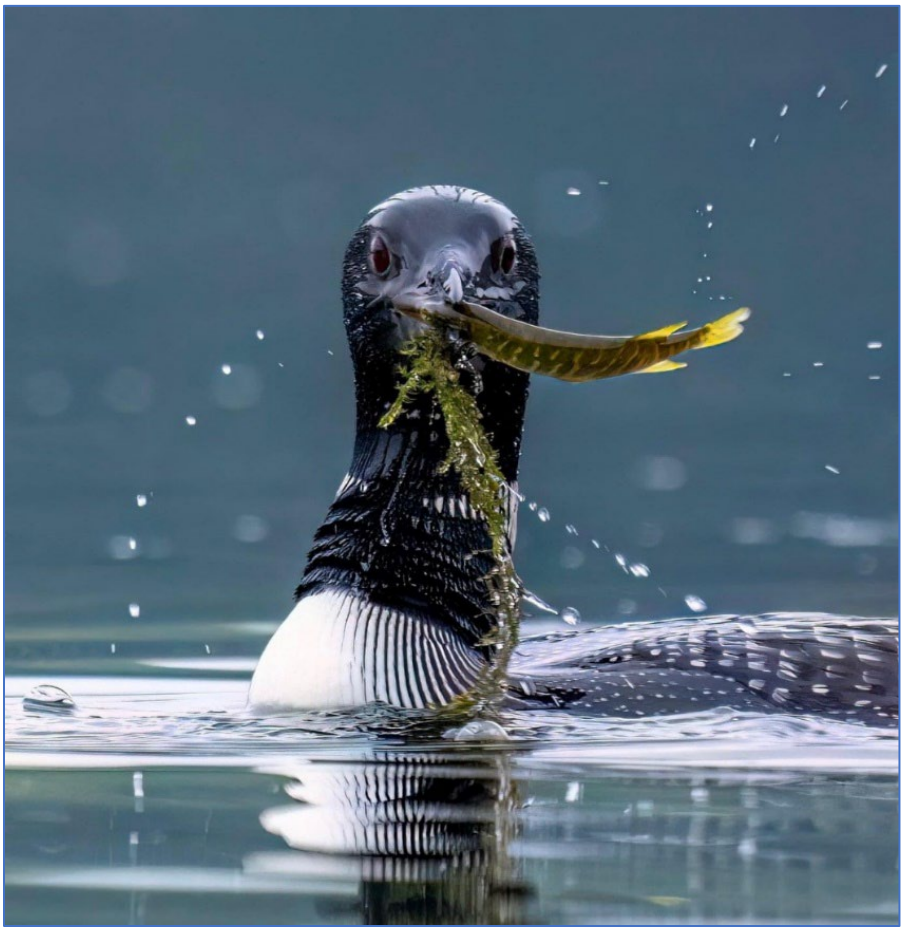
Itasca SWCD AIS Program Pictures from the Awareness & Training Priority Area

Itasca SWCD AIS Beanbag Toss game is used to engage the public in AIS conversations. This proved to be an extremely effective way to engage people in discussions about AIS. The game was simple to teach and required less physical effort than the “Wheel of Invaders” and “AIS Detective” games created in previous years.



Pictured Right:

Itasca SWCD AIS Inspectors are encouraged to take pictures to share with others. This one was a keeper.



Pictured Below:

Itasca SWCD AIS was a presenter at the Itasca County Fifth Grade Youth Water Summit that is held every year at the Itasca County Fairgrounds.



Pictured Below:

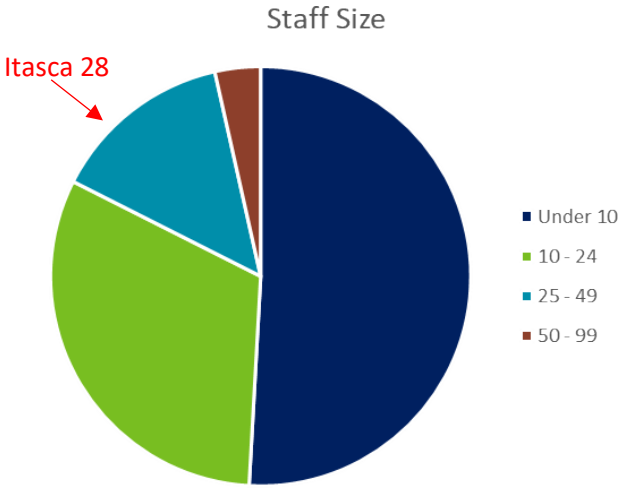
Itasca SWCD AIS in the Itasca County Tall Timber Days Parade.

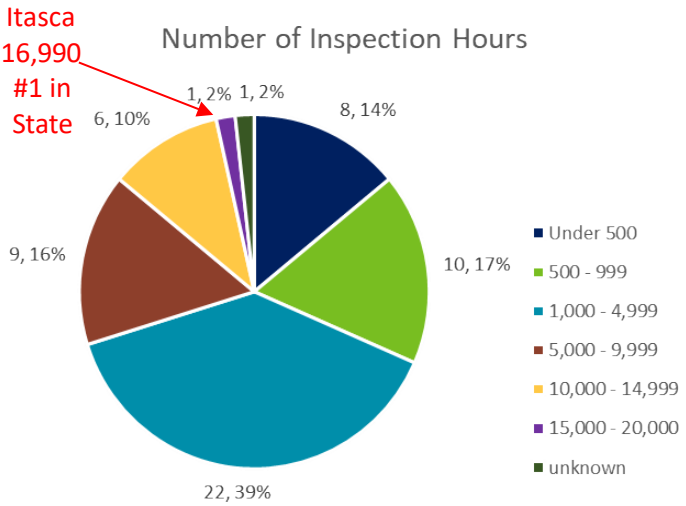


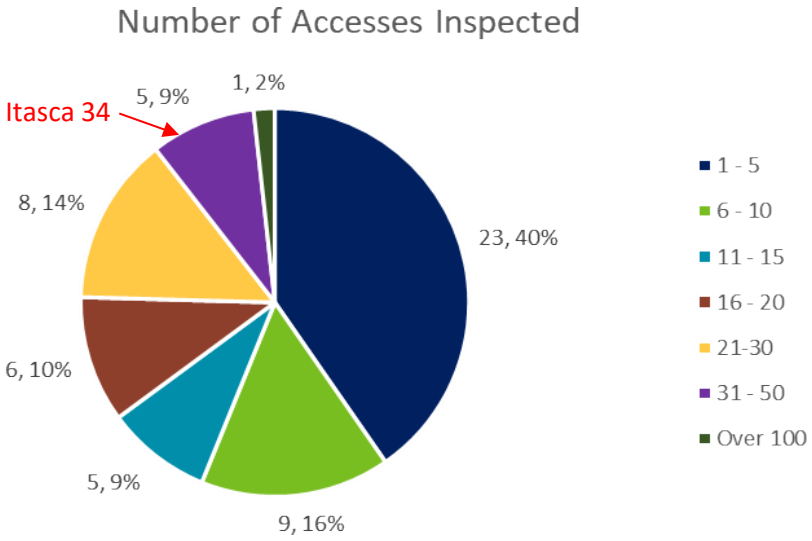
DEPARTMENT OF NATURAL RESOURCES

LGU Inspection Summary 2022

This summary includes end of season responses from 58 local government units (58 of 60)



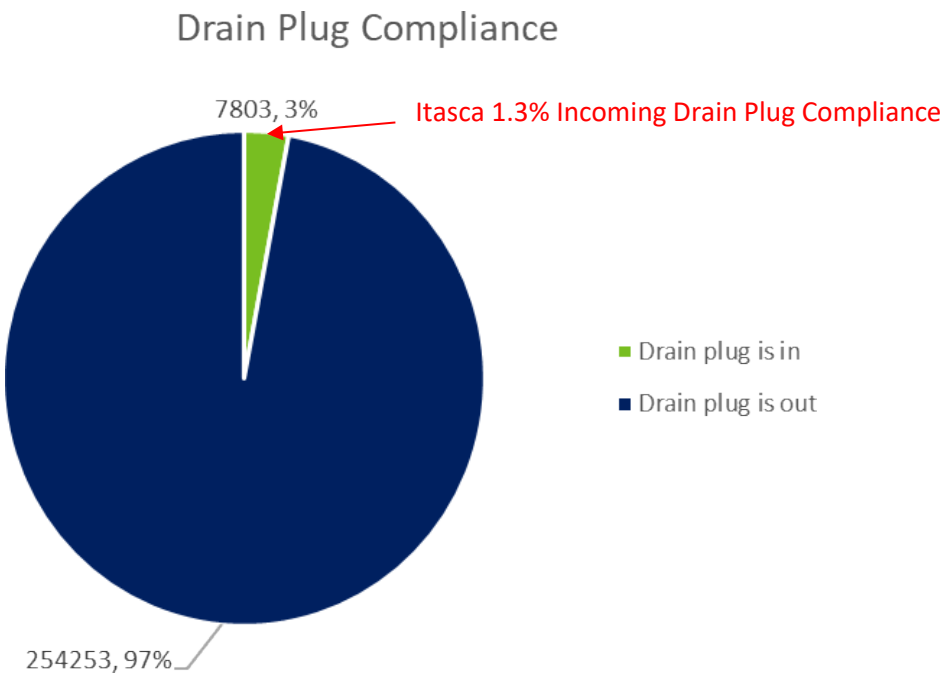




State Average Inspections per hour were 1.8

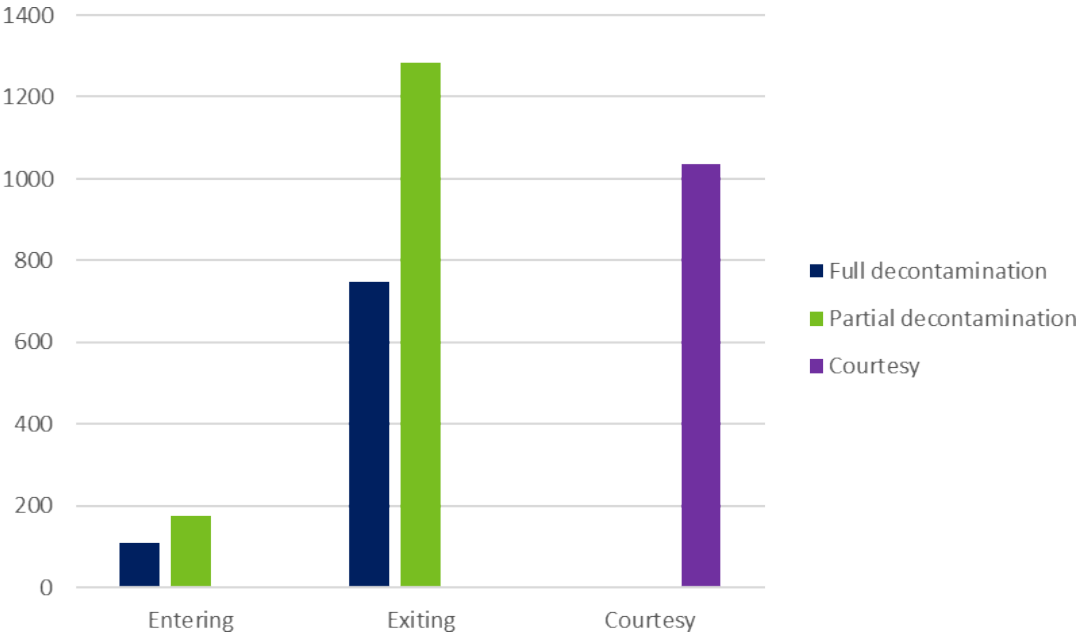
Itasca Average Inspections per hour were 1.9

Local Government inspection programs reported working 214,791 hours in 2022 at 812 accesses. 97% of programs reporting.



2022 Decontamination Summary

504 Itasca decontaminations were completed, 14.9% of all decons statewide.



Types of decontaminations completed for courtesy, entering, and exiting inspections (3,391 decontaminations were completed).

Itasca County SWCD AIS Program 2022 AIS Watercraft Inspections Inspections & Hours Per Landing

			Inspections		Man Hrs		Coverage Hrs		Insp/CovHrs		Base Hrs	CAP Hrs		Alloterd Hrs		Landing Hrs Above Alloted		Lake Hrs above alloted		'22 to '23
Lake Name	Access Name	ID #	2021	2022	2021	2022	2021	2022	2021	2022	Base Hrs	2021	2022	2021	2022	2021	2022	2021	2022	Change
Bass	Pincherry	31057603	26	0	24	0	24	0	1.1	-	0	0	0	0	0	24				
Bowstring	NE	31081201	687	1,027	354	539	297	540	2.3	1.9	300	-	-	300	300	54	239	328	523	195
Bowstring	NW	31081303	29	-	44	-	44	-	0.7	-	-	-	-	300	-					
Bowstring	S	31081302	1,358	642	574	584	556	547	2.4	1.2	300	-	-	300	300	274	284			
Cut Foot So	Mosomo	31085703	5,055	3,888	1,805	2,436	1,345	1,594	3.8	2.4	300	-	-	300	300	1,505	2,136	1,505	2,136	631
Deer	Deer	31071901	3,911	3,275	2,510	1,744	1,708	1,653	2.3	2.0	300	1,000	1,000	1,300	1,300	1,210	444	1,210	444	(767)
Grave	Grave	31062400	-	-	8	-	8	-	-	-	-	-	-	300	-	(292)	-	(292)	-	
Island	Island	31091301	1,255	973	832	675	832	683	1.5	1.4	300	-	-	300	300	532	375	532	375	(157)
Jay Gould	Clay Boswell	31010200	73	17	28	-	28	-	2.6	-	-	-	-	-	-	28	-	-	-	
Jessie	Jessie	31057603	484	98	345	78	345	68	1.4	1.4	300	-	-	300	300	45	(222)	45	(222)	(267)
Moose	Moose	31072201	108	-	116	-	116	-	0.9	-	-	-	-	-	-	116	-	116	-	
Northstar	North Star	31065301	737	313	647	441	606	339	1.2	0.9	300	-	-	300	300	347	141	347	41	(306)
Pokegama	Kings	31053202	1,596	1,364	929	700	914	685	1.7	2.0	300	-	-	300	300	629	400	3,265	3,020	(245)
Pokegama	LaPlant	31053204	237	118	209	72	209	72	1.1	1.6	300	-	-	300	300	(91)	(228)			
Pokegama	Mishawaka	31053203	1,994	1,335	986	700	932	676	2.1	2.0	300	-	-	300	300	686	400			
Pokegama	Sherry's Arm	31053207	1,335	505	788	181	766	198	1.7	2.6	300	-	-	300	300	488	(119)			
Pokegama	Tioga	31053201	3,554	3,189	1,853	2,867	1,568	1,658	2.3	1.9	300	-	-	300	300	1,553	2,567			
Round	Round North	31089602	1,229	835	557	564	557	514	2.2	1.6	300	-	-	300	300	257	264	277	264	(13)
Sand	Sand	31082601	786	343	529	347	507	357	1.6	1.0	300	223	-	523	300	6	47	6	47	41
Spider	Spider	31053801	514	318	365	278	365	278	1.4	1.1	300	-	-	300	300	65	(22)	65	(22)	(87)
Split Hand	Split Hand	31035301	1,542	836	1,167	439	920	360	1.7	2.3	300	-	-	300	300	867	139	867	139	(728)
Swan	Swan	31006701	2,790	2,056	1,214	711	984	691	2.8	3.0	300	100	100	400	400	814	311	814	311	(503)
Trout	North	31021601	1,154	539	1,012	385	1,012	369	1.1	1.5	600	-	-	300	300	712	85	412	85	(327)
Turtle	Turtle	31072501	1,637	640	1,161	499	1,081	499	1.5	1.3	300	800	800	1,100	1,100	61	(601)	61	(601)	(662)
Wabana	Wabana NW	31039202	1,550	1,066	1,042	872	1,015	642	1.5	1.7	300	375	375	675	675	367	197	340	309	(31)
Wabana	Wabana SE	31039201	1,172	823	648	787	630	586	1.9	1.4	300	375	375	675	675	(27)	112			
Wabana	Station	N/A	-		-	392	-	367	-	-	-	-	-	-	-	-	392			
Winni	Plug Hat	11014701	1,865	3,127	1,136	1,125	968	982	1.9	3.2	300	-	-	300	300	836	825	836	825	(11)
Totals			36,652	27,327	20,859	17,413	18,310	14,355		1.90	6,900	2,873	2,650	10,073	9,250	11,042	8,163	10,734	7,673	(3,237)

+Total Hrs = Man Hours. If two inspectors worked from 6:00 AM to 4:00 PM that would be 20 man hours and10 Coverage hrs

+ Coverage hrs = # of hrs by at least one inspector. If two inspectors worked from 6:00 AM to 4:00 PM that would be 10 Coveraga hrs and 20 total (man) Hrs

+ CAP Grant Hours = extra hours of inspection coverage paid for by a matching CAP grant.

Itasca SWCD
AIS Control & Monitoring Program
2022 Summary

Over 2650 staff hours were spent in the field conducting early detection surveys and implementing AIS management plans in 2022

Early Detection Efforts

o Zebra Mussel Veliger Settlement Samplers- Deployed 35 veliger settlement samplers among 33 lakes in Itasca County, MN that are highest risk for Zebra Mussel infestation. No new infestations were found in 2022 using the samplers.

o Veliger Sampling- Collected 40 plankton samples from 6 high-risk lakes for Zebra Mussel Veligers. These samples will be analyzed during the winter of 22'-23'

o Early Detection Surveys 78 surveys on 76 waterbodies totaling about 555 miles of lakeshore and 10 miles of river (Mississippi, Bigfork, Prairie, and Deer Rivers)

New AIS Discoveries

o 1 new Zebra Mussel population was discovered in the Canisteo Mine Pit.

o Curly leaf Pondweed was found to be a well-established, yet sparse population on King Lake in Balsam, MN.

o New Purple Loosestrife populations were discovered on Jessie Lake, Trout Lake (Coleraine), Balsam Lake, and Rice Lake in Cohasset.

Control Efforts: Overall, 56 Lakes and 3 Rivers with Invasive Aquatic Plant Management Projects

o **Mechanical Control-**

- Spider Lake. Hand-pulled approximately 30 individual plants of Flowering Rush near the boat ramp of Spider Lake (Pulled 40 plants in 2020 and 25 plants in 2021). A 2nd Flowering Rush patch about 3 sq ft in size was discovered and removed by hand in 2021 about 1 mile south of the boat access. There was no Flowering Rush found in this location in 2022.
- Deer Lake. Hand-pulled approximately 215 sq ft of Curly Leaf Pondweed from the NE corner of Deer Lake (Deer River Area). Due to high water conditions, no management efforts were made on the CLP site near the Public Access. The CLP density and area was very similar to what was there in the 2020 and 2021 seasons. We may want to consider other treatment options in collaboration with the DLA.

o **Chemical Control-** Purple Loosestrife control efforts were implemented on 54 lakes, 10 miles of river, and numerous roadside wetlands.

o **Biological Control-** 43,563 Purple Loosestrife Defoliating Beetles were collected from known populations and dispersed throughout 36 sites (21 Waterbodies) with dense Loosestrife infestations.

Itasca County Waterbodies Surveyed for AIS in 2022

* IAPM Activities Funded w/ AIS Prevention Aid

**Balsam – 31025900*
**Barwise – 31027800*
**Bass – 31057600*
**Biasuwah – 31086200*
**Bigfork River*
**Blandin Reservoir – 31053300*
**Blind – 31041800*
**Blue / O'Brien South – 31003200*
**Bower – 31005200*
**Bowstring – 31081300*
**Bray – 31014700*
Buck – 31006900
Canisteo Mine Pit – 31132500
Caribou – 31062000
**Clubhouse – 31054000*
**Crooked – 31019300*
**Ice / Crystal – 31037200*
**Cutfoot – 31085700*
**Deer River(Cty Rd 256 to Little Clara Dr)*
**Deer – 31071900*
**Dunbar – 31088200*
**Eagle – 31045400*
**East Smith – 31061600*
Grave – 31062400
**Hale – 31037300*
**Hatch – 31077100*
**Hartley – 31015400*
**Holman – 31022700*
Island – 31091300
**Jessie – 31078600*
**Johnson – 31058600*
King – 31025800
**Larue Mine Pit – 31132601*
Lawrence – 31023100
**Leighton – 31073900*
Little Bowstring – 31075800
Little Jessie – 31078400
**Little Long – 31061300*
Little Splithand – 31034100
*Little Turtle – 31077900
*Little White Oak – 31074000
Little Winnibigoshish – 31085000
*Long – 31057000
*Loon – 31057100
*Lower Balsam – 31024700
*Lower Lawrence – 31023800
*Maple – 31077300
*McKinney – 31037000
*Mike's – 31096600
*Mississippi River (Blandin to Prairie River)
*Moose – 31072200
*Napoleon – 31029000
Northstar – 31065300
*O'Brien Reservoir (North) – 31122500
*Portage – 31082400
*Prairie – 31038400
*Rice – 31071700
*Round – 31089600
Rush Island – 31083200
*Sand – 31043800
Shallow – 31008400
Siseebakwet – 31055400
*Smith – 31065000
*Snaptail – 31025500
*South Sturgeon – 31000300
*South Sugar – 31055500
*Spider – 31053800
Splithand – 31035300
*Swan – 31006700
*Trout – 31021600
*Trout – 31041000
*Turtle – 31072500
*Twin – 31002600
Wabana – 31039200
*Wasson – 31028100
Whitefish – 31084300

Itasca County, MN Infested Waters List

As of 12/31/2022

	Zebra Mussels	Faucet Snails	Eurasian Milfoil	CL Pondweed	Purple Loosestrife	Flowering Rush	Starry Stonewort	Rusty Crayfish
Bass - 31057600 (Cohassset/DR)					X			
Ball Club - 31081200	X	X						
Balsam - 31025900					X			
Biauswah - 31086200					X			
Bird's Eye - 31083400	X							
Blackwater - 31056100	X	X		X				
Blandin Reservoir - 31053300	X			X	X			
Blind - 31041800					X			
Bower - 31005200					X			
Bowstring - 31081300		X			X			
Bray - 31014700					X			
Canisteo Mine Pit - 31128200	X							
Clubhouse - 31054000					X			
Coon/Sandwick - 31052400			X					
Connors - 31071000					X			
Crooked - 31019300					X			
Crystal/Ice - 31037200			X		X			
Cut Foot Sioux - 31085700	X	X			X			
Deer - 31071900				X	X			
Deer River					X			X
Dora - 31088200	X							
Dunbar - 31090400					X			
Eagle - 31045400					X			
East Smith - 31061600					X			
Egg - 31081700	X	X						
First River Lake - 31081800	X	X						
Forest - 31037400					X			
Hale - 31037300			X		X			
Hart - 31002000						X		
Hartley - 31015400					X			
Highland - 31048100						X		
Holman - 31022700					X	X		
Jay Gould - 31056500	X			X				
Jessie - 31078600					X			
Johnson - 31058600					X			
King - 31025800				X				
Leighton - 31073900					X			
Lily - 31037500					X			
Little Cutfoot - 31085200	X	X						
Little Drum - 31074100					X			
Little Jay Gould - 31056600	X			X				
**Little Jessie - 31078400	X							
Little Long - 31061300					X			
Little Sand - 31085300	X							
Little Sturgeon - 69129000					X			
Little Turtle - 31077900					X			
Little White Oak - 31074000					X			
Little Winnibigoshish -31085000	X	X						X
Long - 31057000 (Cohasset)					X			
Loon - 31057100					X			
Lower Balsam - 31024700					X			
Lower Lawrence - 31023800					X			

	Zebra Mussels	Faucet Snails	Eurasian Milfoil	CL Pondweed	Purple Loosestrife	Flowering Rush	Starry Stonewort	Rusty Crayfish
Maple - 31077300					X			
McKinney - 31037000			X		X			
Mike's - 31096600					X			
Mississippi River	X	X		X	X			X
Moose - 31072200 (Deer River Area)				X	X			X
Napoleon - 31029000					X			
Northstar - 31065300	X							
O'brien - 31003200					X			
Pokegama - 31053200	X			X	X			X
Portage - 31082400	X				X			
Prairie - 31038400				X				
Prairie River					X			
Rabbit's - 31092300	X	X						
Raven - 31092500	X	X						
Rice - 31071700					X			
Rice - 31087600 (Sand Lake Chain)	X							
Sand - 31082600 (Big Sand)	X				X			
Sand - 31043800					X			
Smith - 31065000				X	X			
Snaptail - 31025500					X			
South Sturgeon - 31000300					X			
South Sugar - 31055500					X			
Spider - 31053800						X		
Sugar - 31092600 (Winnie)	X	X						X
Swan - 31006700				X	X			
Trout - 31021600 (Coleraine)					X	X		
Trout - 31041000 (Wabana)					X			
Turtle - 31072500					X			X
Twin - 31002600 (Pengilly)					X			
Twin - 31019000/31019100			X		X	X		
Wasson - 31028100					X			
Winnibigoshish - 11014700	X	X			X		X	

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

Tuesday, February 28, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2878

DEPARTMENT: Administrative Services
TIME REQUESTED: 30 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Closed Litigation Session - Attorney-Client Privilege

BOARD ACTION REQUESTED:
Hold a meeting which may be closed pursuant to Minn. Stat. §§ 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minn. Stat. § 595.02, Subd. 1(b), to consult with its attorney in reference to attorney-client privilege information relative to case 31-CV-20-2149.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**