



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, June 6, 2023

2:30 PM

Itasca County Boardroom

FINAL

WORK 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	Absent	

II. PLEDGE OF ALLEGIANCE

Chair Ives recognized the anniversary of D-Day which occurred on June 6, 1944 and thanked the men and women who served during World War II.

III. APPROVAL OF AGENDA

Motion To: Pull Item #10.1 (Closed Litigation Session - Attorney-Client Privilege), add Item #6.7 (2023-2024 Memorandum of Agreement - Holiday Modifications for Local 494), and approve the agenda, as amended.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, May 16, 2023 County Board Special Session Re: Itasca Nursing Home – Grand Village Management Contract; the minutes of the Tuesday, May 16, 2023 County Board Special Session Re: Transportation; and the minutes of the Tuesday, May 23, 2023 County Board Regular Session.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

V. RECOMMENDED FOR CONSENT AGENDA

1. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Airport Maintenance and Operation Grant Contract, which accepts the Grant Contract for airport maintenance and operation at the Bowstring Airport for State Fiscal Years 2024 and 2025 and authorizes necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/13/2023 2:30 PM
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2. Accept the minutes of the May 11, 2023 HHS Advisory Committee Meeting.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/13/2023 2:30 PM
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3. Approve contract with Paula Butler, Public Health Nurse, for public health response services including influenza vaccination support and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/13/2023 2:30 PM
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4. Reduce the retainage for the CSAH 7 Grading, Aggregate Base & Bituminous Surfacing project (SAP 031-607-031) from 5% to 2%, resulting in a retainage of \$39,831.43.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/13/2023 2:30 PM
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5. Adopt the Resolution Re: MnDOT Detour Agreement No. 1053785, which approves the agreement and authorizes the necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/13/2023 2:30 PM
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6. Approve the 2023 Lease Agreement between Itasca County and the Northern Minnesota Swap Meet and Car Show, and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/13/2023 2:30 PM
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7. Approve contract with Untapped, LLC for Whole Families grant from Bush Foundation.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/13/2023 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. 2023-2024 Labor Contract – AFSCME Local 639 Emergency Communications

Motion To: Approve and authorize necessary signatures for the 2022-2024 collective bargaining agreement for Local 639 – Emergency Communications.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

3. 2023-2024 Memorandums of Agreement – Holiday Modifications for Multiple Collective Bargaining Agreements

Motion To: Approve and authorize necessary signatures for Memorandums of Agreement to add Juneteenth as a holiday and change the name of Columbus Day holiday to Indigenous People's Day (in applicable contracts) for the following collective bargaining agreements: Attorney Employees' Association, Local 580, Local 1452, Local 1626, Local 639, Local 320 (Probation and former ICEA groups), ICMA, ICHHSSA, and ICCEA.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

4. Contract Renewal for Demolition and Tire Hauling

Environmental Services Coordinator Greg Stoltz provided information regarding the request to approve the contract renewal with Maasch Construction, Inc. for demolition and tire hauling services from June 21, 2023 through June 20, 2028.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 06/13/2023 2:30 PM
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5. Sheriff Department Hiring Process

Commissioner Johnson provided information regarding the request to consider a modified Sheriff's Department Hiring Process.

RESULT: **RECOMMENDED FOR REGULAR** **NEXT: 06/13/2023 2:30 PM**

6. Employee Recruitment and Retainment

Chief Deputy Sheriff Chris Peterson provided information regarding employee recruitment and retainment within the Sheriff's Department.

RESULT: **RECOMMENDED FOR REGULAR** **NEXT: 06/13/2023 2:30 PM**

7. 2023-2024 Memorandum of Agreement – Holiday Modifications for Local 494

Motion To: Approve and authorize necessary signatures for a Memorandum of Agreement to add Juneteenth as a holiday and change the name of Columbus Day holiday to Indigenous People's Day (in applicable contracts) for the Local 494 collective bargaining agreement.

RESULT: **APPROVED (4 TO 0)**
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner John Johnson
AYES: Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT: Casey Venema

VII. COMMITTEE REPORTS

Commissioner Smith reported on his attendance at a recent Mississippi Headwaters Board (MHB) meeting.

Commissioner Johnson reported on plans for upcoming Department Work Study Subcommittee meetings.

Commissioner Snyder reported on his attendance at recent Government Affairs, Fair Board Task Force, Extension Budget Planning Session, and ATV Executive Committee meetings, as well as the Trailhead Open House event and Arbo Township meeting.

Commissioner Ives reported on his attendance at recent Labor Negotiation meetings, as well as the ASV Open House event.

VIII. ADMINISTRATOR UPDATE**IX. COMMISSIONER COMMENTS**

Commissioner Ives provided comment regarding Fire Training events occurring in the area.

Commissioner Smith provided comment regarding the Take a Kid Fishing event in Squaw Lake and thanked the Itasca County Sheriff's Office for their participation.

X. CLOSED SESSIONS**XI. ADJOURN**

Chair Ives adjourned the meeting at 3:35 PM.

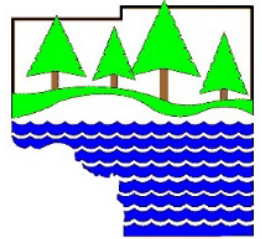
ATTEST



Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



June 6, 2023

Chair:

PULL:

1. Item #10.1 – Closed Litigation Session – Attorney-Client Privilege

ADDITIONS:

1. Item #6.7 – 2023-2024 Memorandum of Agreement – Holiday Modifications for Local 494

CHANGES: None

INFORMATIONAL:

1. Item #5.7 – Additional Information



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

1:00 PM

Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 1:00 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	1:00 PM
Terry Snyder	District #2	Present	1:00 PM
John Johnson	District #3	Present	1:00 PM
Burl Ives	District #4	Present	1:00 PM
Casey Venema	District #5	Present	1:00 PM

II. REGULAR AGENDA

1. Itasca Nursing Home – Grand Village Management Contract

County Administrator Brett Skyles provided an update on the appraiser selection of F. I. Salter, as well as the Request for Proposal (RFP) and Single Administrator processes.

It was the consensus of the County Board to schedule a Special Session Re: Itasca Nursing Home - Grand Village Management Contract on Tuesday, June 6, 2023 at 1 PM in the Boardroom of the Itasca County Courthouse.

RESULT: INFORMATIONAL - NO ACTION TAKEN

III. ADJOURN

Chair Ives adjourned the meeting at 1:24 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, May 16, 2023

2:00 PM

Itasca County Boardroom

DRAFT

SPECIAL SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:01 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:01 PM
Terry Snyder	District #2	Present	2:01 PM
John Johnson	District #3	Present	2:01 PM
Burl Ives	District #4	Present	2:01 PM
Casey Venema	District #5	Present	2:01 PM

II. REGULAR AGENDA

1. Mowing & Brushing Discussion

Highway Maintenance Director Kory Johnson and Highway Maintenance Supervisors Jeff Heinrich, Bill Lessard, Don Warwas, and Mike Wagner provided information regarding mowing and brushing.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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III. ADJOURN

Chair Ives adjourned the meeting at 2:34 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 23, 2023

2:30 PM

Itasca County Boardroom

DRAFT

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: Pull Items #6.2 (Legislative Conference Call) and #6.9 (Fairgrounds Campground ARP Funding), add Items #6.11 (Bowstring Airport Capital Improvement Plan), #6.12 (River Road / Airport Road Roundabout Update), #6.13 (Letter of Support for Trails Task Force), #6.14 (Letter of Support to Chippewa National Forest), and Item #8.1 (Closed Session Re: Labor Negotiations), 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, May 16, 2023 County Board Work Session

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

1. Award the Oil Change/Lube Services contract for County owned vehicles to the lowest responsible bidder, Jack's Auto Service, for the period of August 1, 2023 through July 31, 2024, approve a waiver of insurance requirements, and authorize necessary signatures to said contract.

2. Approve a LG214 Premises Permit Application for gambling, as requested by Community Charities of MN, to conduct lawful gambling at Timberwolf Inn, 50021 Jack the Horse Road, Marcell MN 56657.
3. Approve the Purchase of Service Agreement between ICHHS and Core Professional Services PA for court ordered juvenile sex offender treatment services for the period of July 1, 2023 through June 30, 2025
4. Approve a Letter of Agreement between Itasca County and the University of Minnesota to start the County Geologic Atlas process and authorize County Board Chair to sign said letter.
5. Approve final payment for Contract 69302 - 2022 Bituminous Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.
6. Award County Project 2023-07 for 2023 Pavement Markings to the lowest responsible bidder, Sir Lines-A-Lot, LLC, in the amount of \$284,260.00 and authorize the necessary signatures to execute the contract documents.
7. Appoint Commissioners Cory Smith and Terry Snyder to the Executive ATV Permit Committee for terms expiring December 31, 2023.
8. Approve utility easement for construction, maintenance and operation of a 3-phase overhead electric line over and across tax-forfeited trust lands in Section 31, Township 54, Range 22 and authorize necessary signatures.
9. Award Request for Qualification for Itasca County Firewise Coordinator 2023, to Moore Outdoor Services, LLC for \$32,020.00, with contract amount contingent upon successful funding through 2023 Firewise grant, and authorized necessary signatures.
10. Adopt the Resolution Re: Driftskippers Snowmobile Club Trail Improvement Program Grant Application and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input

Ken Heintzeman provided a legislative update from U.S. Representative Pete Stauber as citizen input.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Recognition of County Employees

The following employees were recognized:

Congratulations to Becky Sutherland who accepted a job change from Legal Secretary, Probation Department to Human Resources Assistant, HR Department effective April 30, 2023.

Welcome to new employee Nicholas O'Toole, Deputy Sheriff/Road Deputy with the Itasca County Sheriff's Office, effective May 1, 2023.

Farewell to Brian Benes whose last day as an Engineering Technician III, Transportation Department will be June 9, 2023, after 32+ years of service.

Welcome new employee Mary Beth Johnson, Legal Secretary in the Attorney Department effective May 15, 2023.

Welcome new employee Foster Thompson, Safety Specialist in the Auditor/Treasurer Department effective May 15, 2023.

Welcome new employee Lilly Gould, Social Worker, Family Services Division of Health & Human Services Department effective May 15, 2023.

Congratulations to Jeff Bryngelson who accepted a promotion from Deputy Sheriff/Road Deputy to Deputy Sheriff/Sergeant, Sheriff Office, effective May 14, 2023.

Congratulations to Jake Olson who accepted a promotion from Deputy Sheriff/Road Deputy to Deputy Sheriff/Sergeant, Sheriff Office, effective May 14, 2023.

Congratulations to Jesse Lehner who accepted a job change from District Forester to Staff Forester, Land Department effective May 17, 2023.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of May 26, 2023, in the amount of \$2,153,835.23.

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

5. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for May 2023, in the amount of \$1,279,823.51.

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

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

Controller Matt Alstad provided a County Based Purchasing (IMCare) Division Update, including information regarding the current financial picture of IMCare.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. Updated Mississippi River Grand Rapids 1W1P Policy Committee MOA

Motion To: Adopt the updated Mississippi River - Grand Rapids Memorandum of Agreement (MOA) and authorize necessary signatures.

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

8. Cutting Edge / Tires Storage Building

Motion To: Award Cutting Edge / Tire Storage Building to the lowest quote, American Steel Carports, in the amount of \$26,505.00 and authorize the necessary signatures to execute the contract documents.

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

10. Department Work Study

Motion To: Appoint Commissioners Johnson and Snyder to serve on a Department Work Study Subcommittee to provide a report back to the County Board in 30 days.

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

11. Bowstring Airport Capital Improvement Plan

Motion To: Approve the Bowstring Airport Capital Improvement Plan for submission to the State.

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

12. River Road / Airport Road Roundabout Update

Assistant County Engineer Ryan Sutherland provided an update regarding the River Road / Airport Road Roundabout project beginning June 5, 2023. For more information regarding this project, please visit <https://www.co.itasca.mn.us/219/Transportation> or call Ryan Sutherland at (218) 327-2833.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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13. Letter of Support for Trails Task Force

Motion To: Approve a Letter of Support for Itasca County Trails Task Force's grant application to the Blandin Foundation and authorize signature of the County Board Chair.

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

14. Letter of Support to Chippewa National Forest

Motion To: Approve a Letter of Support to the Chippewa National Forest Deer River Ranger District for the Mac & Ruby Salvage Projects and authorize signature of the County Board Chair.

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. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding his attendance at the recent Bigfork School and Community Project Open House.

Commissioner Johnson provided comment regarding an upcoming in-person conversation regarding unique issues for the aging population in Itasca County and northern Minnesota with Kristi Kane, Director of the Arrowhead Agency on Aging, to be held on May 25, 2023 from 1-2:30 PM at the Itasca County Family YMCA in Grand Rapids, MN.

Commissioner Venema provided comment regarding road concerns in the Buck Lake area.

Commissioners Johnson and Ives provided comment regarding funding for the Canisteo Pit and Highway 169 Cross-Range Expressway projects.

Commissioner Ives provided comment regarding his attendance at an upcoming Northeast Minnesota Office of Job Training (NEMOJT) meeting.

RECESS

Chair Ives recessed the meeting at 3:45 PM.

RECONVENE

Chair Ives reconvened the meeting at 3:55 PM, with all members present.

VIII. CLOSED SESSIONS

1. Closed Session Re: Labor Negotiations.

Motion To: Go into Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

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

Others Present: County Attorney Matti Adam, Human Resources Director Janet Borth, County Auditor/Treasurer Matti Adam, County Administrator Brett Skyles, Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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IX. ADJOURN

Chair Ives adjourned the meeting at 4:06 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 6, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3099

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles, Greg Miller

AGENDA ITEM:

Bowstring Airport Maintenance and Operation Grant Contract

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Airport Maintenance and Operation Grant Contract, which accepts the Grant Contract for airport maintenance and operation at the Bowstring Airport for State Fiscal Years 2024 and 2025 and authorizes necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca County MO 2024-2025

06/06/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/13/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 6, 2023

RESOLUTION

**RE: AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

It is resolved by the **County of Itasca** as follows:

1. That the State of Minnesota Contract Number **1053354**, "Airport Maintenance and Operation Grant Contract," at the **Bowstring Airport** is accepted.
2. That the **Chair of the County Board** and **Clerk of the County Board** are authorized to execute this Contract and any amendments on behalf of the **County of Itasca**.

STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

State Project Number (S.P.): A3115-MO24

State Project Number (S.P.): A3115-MO25

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and County of Itasca (Bowstring Airport) acting through its County Board (“Recipient”).

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2024 and State Fiscal Year 2025.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

CONTRACT TERMS

1. Term of Contract and Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1, 2023, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2025.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient’s Duties

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
 - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
 - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$5,407.00 in each State fiscal year to reimburse other eligible costs at 75%.
 - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$10,814.00 (State fiscal years 2024 and 2025).
- 5.2. **Payment.**
 - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
 - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
 - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
 - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
 - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.

The State may reject costs that the State determines are not eligible maintenance and operations expenses.
 - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

6. Conditions of Payment

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

7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator
 Address: Office of Aeronautics,
 395 John Ireland Boulevard, Mail Stop 410
 Saint Paul, Minnesota 55155
 E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Ken Reichert, Itasca County Bowstring Airport
 Address:
 Telephone:
 E-Mail: kreicher@bigfork.net

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.6. **Certification.** By signing this Agreement, the Recipient certifies that it is not suspended or debarred from receiving federal or state awards.

9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Governing Law, Jurisdiction and Venue

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

14. Data Disclosure

- 14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16. Discrimination Prohibited by Minnesota Statutes §181.59

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

17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for

administering its contracts with such entities. The Recipient’s consultants and contractors are not intended to be third party beneficiaries of this contract.

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

*PO staged and to be encumbered with future State fiscal year funds.

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 6, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3109

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

HHS Advisory Committee Meeting Minutes

BOARD ACTION REQUESTED:

Accept the minutes of the May 11, 2023 HHS Advisory Committee Meeting.

BACKGROUND:

Informational.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. ICHHSAC Minutes 05-11-2023

06/06/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/13/2023 2:30 PM
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MINUTES
HEALTH & HUMAN SERVICES ADVISORY COMMITTEE (HHSAC)
Thursday, May 11, 2023
Virtual Teams Meeting / Itasca Resource Center / Room 122

Members Present:	Lester Kachinske	Dorothy Abrahamson
	Daniel Miesle	Lloyd Adams
	Dave Holmbeck	Dan Seward
	Angela Baratto	Kevin Glass
	Roxan Hawkins	Trisha Zimmerman

Members Absent:	Brandi Worrath	Chris Jenkins
	Sarah Anderson	Cheryl Lemler
	Hailey Cortese	

Others Present:	Eric Villeneuve	Kelly Chandler
	Brenda Oberg	

Call to Order:

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

Approval of January 12, 2023, Minutes:

A motion was made by Lloyd Adams and seconded by Dan Miesle to approve the January 12, 2023, minutes. Motion carried.

Additions/Corrections to Agenda:

Brenda Oberg advised there was one additional resignation for Dorothy Abrahamson, action will be taken under the Director's report.

Eric Villeneuve, Director:

Resignations:

Renee Bymark and Dorothy Abrahamson have resigned from the Advisory Committee. Eric thanked them both for their years of service to the committee and wished them well.

A motion was made by Lloyd Adams and seconded by Dan Seward to accept the resignations of Renee Bymark and Dorothy Abrahamson. Motion carried.

Applications:

Trisha Zimmerman, Elder Circle, and Roxan Hawkins, First Call for Help, submitted applications to join the committee.

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HHS Advisory Committee Minutes
May 11, 2023

A motion was made by Lloyd Adams and seconded by Dan Miesle to accept the applications of Roxan Hawkins and Trisha Zimmerman. Motion carried.

Public Health Update: Kelly Chandler, Public Health Division Manager, updated that today is the official end of the public health emergency order. There are still determinations about what that means, it doesn't mean everything ends today. For example, telehealth is not completely ending as of today, there are still some forms of it staying in place until the end of 2023. The federal government has purchased a fair number of vaccines, particularly the Bivalent, which is more specific to the omicron variant, which is the primary circulating variant for over a year now. These vaccines purchased by the federal government will remain at no charge, however insurance companies will be making determinations on coverage of tests, treatments, and vaccines for Covid in the future, more information to come on that. A question was raised about boosters and how often they are recommended, per Kelly this still remains to be determined. The Bivalent vaccine is to be used for all series of the vaccine; we will not be going back to the vaccines that were available in the very beginning. Bivalent is being utilized for anyone 6 months and older. Seniors and people with certain health risks are able to get an additional Bivalent booster 4 months after their previous, if they've only received one, if you've received 2 Bivalent boosters you should be good. If you aren't sure what booster you've received, check your vaccine card or contact your primary care to discuss. The unwinding of Medicaid re-enrollment has started. There have been waivers in place since early 2020, where clients did not have to provide verifications of income and qualifications. The unwind process has started and verifications will be needed and will be requested on your annual scheduled re-enrollment date. Public Health is back to work on their priorities, which are mental health and substance use, based on the community health needs assessment. A lot of promotion for the 988-suicide help number, working on outreach in the communities, particularly the schools. There have been stickers placed on the school buses and an event is happening with the youth in which they'll be lining up in the 988 formation and getting drone pictures. Health Equity collaborative has held one meeting thus far and will continue working with IMCare who is required to have a health equity initiative. The collaborative has invited providers and non-profits to come together to identify some mutual health equity goals for our county and it has already brought good discussion and energy.

IMCare Update:

Eric shared that IMCare has a new Medical Director, Jeremy Carlson, and that staffing is good; aside from one nurse position, they are fully staffed.

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HHS Advisory Committee Minutes
May 11, 2023

Other:

Grand Village is a county owned Nursing Home administered by Ecumen. Ecumen is no longer providing this service for any government owned nursing home. The County Board is on the clock to make a decision, whether that is to bring in a new administrator, manage it themselves, or sell it. The County Board needs to decide this summer.

Kootasca and District 318 have been providing childcare in the Itasca Resource Center since 1997, their lease has come up and Kootasca had purchased the Murphy School building and will be moving their childcare out there this fall. Health and Human Services did go out for proposals to fill that space and on Tuesday the County Board accepted the YMCA's proposal to lease that space. They will be expanding their childcare services.

Legislative Update:

Eric included handouts on local priorities, 2023 Minnesota Association of County Social Service Administrators (MACSSA) Legislative Update and Minnesota Social Services Association Advocacy Spotlight in the agenda packet.

Minnesota Association of County Social Service Administrators (MACSSA) Legislative Update highlighting the biggest news of the week was House floor debate on paid family and medical leave (PFML) and Senate floor debate of its omnibus tax bill. On Monday, May 1st, the House passed the PFML proposal on a 68-64 vote with two Democrats voting against. It is a near certainty that the bill will be headed to conference committee to resolve differences. The bill provides up to 12 weeks of benefits for pregnancy or a serious health condition as well as another 12 weeks of benefits for bonding, safety leave, family care or military-related leave. In line with past year versions of this proposal, the proposed leave program is set up similar to unemployment insurance via an employer premium (.7% of wages) which can be split 50/50 between the employee and employer. AMC has raised concerns about the premium being open to collective bargaining, meaning public employers could be paying anywhere from .35% of payroll to .7% annually. The Senate debated its version of an omnibus tax bill. Though the bill does not include the fifth-tier income tax like the House version, it does include \$4 billion in tax relief, an expanded social security tax exemption, worldwide combined reporting and rebate checks. The bill ultimately passed 34-33 on a party-line vote. Attorney General Keith Ellison testified specifically on the DHS proposal related to the 48-hour rule for mental health placements. Ellison underlined the administration's urgency to address this issue as it faces lawsuits and expressed support for the proposal that would modify the timelines for the 48-hour rule to begin when a medically appropriate bed is available and allow DHS to prioritize civilly committed individuals. Ellison, who represents DHS and the Commissioner as their lawyer in these suits, reiterated that the

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HHS Advisory Committee Minutes

May 11, 2023

state has neither the physical space nor the staffing to meet the current 48-hour timeline in law and advocated for the need for flexibility or reprieve from the law to prevent DHS from being sued until they are able to build up their services to meet the demand. Stearns County Commissioner Tarryl Clark testified on behalf of counties and pressed the conference committee to find long-term solutions to build out our mental health support system and examine policy changes to fully understand their implications. Clark highlighted counties' proposal to eliminate the county cost share for mentally ill and dangerous individuals transferring between state-operated facilities and noted that eliminating the cost share would redirect those resources for counties to be able to invest in the continuum of care. She also expressed concern and opposition to the House proposal to, in effect, eliminate the 48-hour rule and cited an example of the backlog for admissions to the state-operated Direct Care and Treatment facilities and reiterated that county jails are not medically appropriate place for individuals who have been committed to languish.

Minnesota Social Service Association advocacy spotlight highlighted the Senate passing a bill which would allow Minnesotans to take up to 12 weeks of paid family leave and 12 weeks of medical leave. This would make Minnesota the 12th state in the nation to allow paid time off to care for newborns or sick family members or recover from serious illnesses. Legislators will now reconcile major differences between each respective version of the bill in a conference committee. The biggest difference between the two bills is the maximum allowed time off per year; in the Senate bill, it's 20 weeks; in the House bill, it's 18. The Senate passed HF2335, the omnibus Housing finance and policy bill. The bill will invest \$1B for housing this year and lastly, the Senate voted to pass a bill which would legalize recreational cannabis use in Minnesota. The House passed their version of the bill a week prior. Legislators are now working to reconcile differences between the bills in a conference committee before another vote.

HHSAC Subcommittee Reports:

AMHAC: Dan updated Jennifer Sheppard from North Homes was guest speaker at their recent meeting. She discussed EDMR (Eye Movement Desensitization and Reprocessing) therapy. He also discussed all the paperwork that sometimes overpowers a person receiving therapy and that this is too much paperwork and they'd like this looked into. Angie Baratto stated she would be happy to discuss this process with Dan, the Diagnostic Assessments are required annually and tend to be a long process with a lot of paperwork. Dan may meet with both Angie Baratto and Sarah Anderson to gather more information regarding DA and the insurance and statute requirements.

HHS Advisory Committee Minutes May 11, 2023

ICCOA:

Lloyd stated Committee on Aging continues to meet monthly, January through November. This program allows seniors to get out and socialize, meet with guest speakers, and have lunch. The AARP tax program was a success again this year. They used the scan method, rather than in person. This scan method has clients make an appt to come in, have their documents scanned into a secure server, documents are assigned to a tax preparer, and then client is contacted once they are finished to come and pickup. Lloyd is continuing to work with ISD 318 for space next year. They served 488 clients for state and federal taxes and 85 property tax for approximately \$772,577 worth of refunds brought back into the county and community.

Provider Updates:

Northland Counseling – Angie updated they are about 2 months out for a therapy appointment and about 10 days for a crisis appointment. Medication management providers are about 3 months out at this time. There is a team of folks' clients can access before they get into therapy. They have 2 internal case managers in their master programs right now and 2 staff are going to Minnesota North to finish up LADC training to be able to join the recovery program next spring. Keisler continues to host a lot of community events and offer support groups for suicide awareness or individuals who have lost a loved one due to suicide.

Elder Circle – Trisha updated they continue to do support groups and wellness classes. Adult Day stay does have some openings, if you know of anybody that needs some respite care, contact ElderCircle. The All About Aging platform is on their website, if you know of an individual who needs help you can go to that site and submit a referral. The community eblast is being done 1-2 times a month. And lastly, looking for 2 staff, one is for Guardianship Program and other is for in-home care(s). Transportation continues to be a huge need, especially in outlying areas.

First Call for Help – Roxan stated she was not sure where Crystal left off with updates but did inform the group there has been a large staff changeover. Brenda will forward Roxan minutes from past meetings to give her an idea of a starting point for the next meeting update.

Probation Dept – Kevin discussed EDMR therapy and how this therapy can be effective but can bring out some pretty heavy stuff for patients, so from a probation standpoint looking for ways of a peer support so these clients don't turn to drugs or alcohol to help deal with therapy outcomes.

HHS Advisory Committee Minutes
May 11, 2023

Other:

The next meeting is September 14, 2023.

Adjournment:

There being no further business to come before the Advisory Committee, a motion was made by Lloyd Adams seconded by Dorothy Abrahamson to adjourn the meeting at 1:40 pm. Motion passed.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 6, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3100

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

Public Health Response Services Contract

BOARD ACTION REQUESTED:

Approve contract with Paula Butler, Public Health Nurse, for public health response services including influenza vaccination support and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. P Bu POS Agreement 2023

06/06/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/13/2023 2:30 PM
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ITASCA COUNTY HEALTH & HUMAN SERVICES

Itasca County Public Health

1209 SE 2nd Avenue
Grand Rapids, MN 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES/ITASCA COUNTY PUBLIC HEALTH (ICPH), 1209 SE 2nd Avenue, Grand Rapids, MN 55744, hereafter referred to as the “Agency”, and Paula Butler, hereafter referred to as the “Contractor”, enter into this Agreement for the period from 6-01-2023 THROUGH 5-31-2024.

WITNESSETH

WHEREAS, the Contractor is a vendor certified by the Agency, Itasca Health & Human Services/Itasca Public Health, to provide Public Health response services; and

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

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

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

I. CONTRACT GENERAL

A. Contractor’s Duties:

1. Description of services is attached to this Agreement as Exhibit “A” and/or the Delegation Agreement.
2. The Contractor shall provide proof of liability insurance.
3. (When applicable) The Contractor shall provide proof of license (photocopy for verification).
4. The Contractor shall, in writing within 30 days, notify the Agency whenever s/he is unable to or going to be unable to provide the required quality or quantity of Purchased Services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said contract.

B. Delivery of Purchased Services:

1. Purchased Services will be provided only to Itasca County Public Health.

C. Safeguard of Client and Provider Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, and 42 CFR Parts 160 and 164 (HIPAA Privacy and Security) or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited. The collection, use, maintenance, and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. Any persons employed by the Contractor will assure compliance with Minnesota Statute Section 13.46, Subd. 5, 42 CFR Parts 160 and 164, and adhere to the following:
 - a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The Parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of Law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. & 13.01 et seq., as amended, and the Rules of the Commissioner of Administration promulgated hereunder, MN Rules 1205.0100 et seq. as amended, and 42 CFR Parts 160 and 164, including responsibilities of Business Associates, as amended. To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.
2. The Agency and Contractor shall ensure a mutual exchange of information between Agency and Contractor.

D. Safeguard of Itasca County Public Health Program Information:

1. The Contractor agrees that any information obtained regarding the ICPH Program in total including administration will be held confidential and released only as may be required by law, or to Itasca County Health and Human Services and others as approved by ICPH.

E. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504.

2. (When applicable) Contractor certifies that s/he has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months.

F. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a Fair Hearing and Grievance Procedure in conformation with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

G. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
2. This Agreement may be canceled by either party at any time, with or without cause, upon 30-day notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Section 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.
4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.

H. Subcontracting:

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

I. Contractor Interested in Agreement:

1. No county official, or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.
 2. Contractor is an independent Contractor for purposes of all laws, including but not limited to Minn. Stat. 176 (Worker's Compensation Laws), Minn. Stat. 177.43 (Fair Labor Standards Act) and Minn. Stat. 268 (Unemployment Compensation Laws). Contractor agrees that it/I am an independent Contractor and not a "public employee" as the latter is defined in Minn. Stat. 179A (Public Employment Labor Relations Act). No tenure or any rights or benefits including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to county employees shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- J. Assurance of Compliance with Federal and State Requirements.
1. Contractor assures that s/he will comply in every respect with all applicable Federal and State laws pertaining to human rights.
 2. In accordance with the above, Contractor hereby agrees to comply with all applicable Federal and State laws, rules, and regulations relating to non-discrimination and affirmative action.
 3. Contractor assures that s/he will comply in every aspect with the Health Insurance Portability & Accountability Act (HIPAA), 42 CFR Parts 160 and 164.
- K. Miscellaneous:
1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.
 2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement.

II. Contract Specific

A. General Provisions

1. ICPH maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the State of Minnesota.
2. The delegated activities or obligations, and related reporting responsibilities are specified in the Delegation Agreement, incorporated into this contract.
3. The contractor agrees to perform any delegated activities and reporting responsibilities in compliance with Itasca Medical Care's contract obligations.
4. The contractor shall comply with 42 CFR §438.3(k) and 42 CFR 434, Subpart A.
5. The contractor agrees to comply with all applicable Medicare and Medicaid laws, regulations, including sub regulatory guidance and contract provisions.
6. The contractor agrees to a performance evaluation of delegated activities through a formal review process at least annually.
7. The contractor agrees to the revocation of delegation or imposition of other sanctions if performance is inadequate.

B. Program Integrity Disclosures

The Contractor agrees to:

1. Notify ICPH (after initial contracting) within five days of the date any agent, person with an Ownership or Control Interest, or Managing Employee who has been convicted of a criminal offense related to the involvement in any program established under Medicare, Medicaid, the Title XX services program, or that have been excluded from participation under §§ 1128 or 1128A of the SSA.
2. Comply with Disclosure of Ownership and Management Information in accordance with 42 CFR § 455.104:
 - a. Complete the Ownership and Control Interest Disclosure Statement to include:
 - i. The name, address, date of birth, social security number (in the case of an individual), and tax identification number (in the case of a corporation) of each Person with an ownership or control interest in which the disclosing entity has direct or indirect ownership of five percent (5%) of more;
 - ii. A statement as to whether any person with an ownership or control interest is related (if an individual) to any other person with an ownership or control interest as spouse, parent, child or sibling;
 - iii. The name of any other disclosing entity in which a person with an ownership or control interest in the disclosing entity also has an ownership or control interest; and
 - iv. The name, address, date of birth, and social security number of any managing employee of the disclosing entity.

C. Contractor's Duties

1. The Agency agrees to purchase, and the Contractor agrees to furnish the services described in Exhibit A according to the Delegation Agreement.
- D. Monitoring and Evaluation:
1. Performance of the Contractor will be monitored in accordance with outcomes.
- E. Payment for Purchased Services:
1. The Agency shall, within 30 days of the end of each month, make payment to the Contractor per agreed contract rates of **\$40 per hour**. Contractor will invoice hours worked and description of services every month by the 7th day to ICPH.
 2. Malpractice insurance per contract limits will be reimbursed upon invoicing to ICPH if needed by Contractor up to **\$300**.
- F. Recording Requirements or Accountability:
1. The Contractor agrees to maintain records and these records belong to the Agency.
- G. Audit and Record Disclosures:
1. The Contractor Shall:
 - a. Make available financial, statistical and health plan reports to the Agency in regard to services described the Delegation Agreement.
 - b. Respond directly and promptly to State inquiries and data requests.
 - c. Allow ICPH access to all information and data relevant to this contract, and allow release of the information and data to the State.
- G. Bonding, Indemnity, Insurance, and Audit Clause:
1. Bonding: The Contractor shall obtain and always maintain, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$ NA .
 2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or

- b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.
- 3. Insurance: To procure and maintain professional liability insurance consistent with amount determined by Itasca County. Contractors shall provide a certificate of such insurance to ICPH, which documents the following minimum coverage amounts:
 - a. \$1,500,000 when the claim is one for death by wrongful act or omission and \$1,500,000 to any claimant in any other case; and
 - b. \$3,000,000 aggregate for any number of claims arising out of a single occurrence for the protection of the County of Itasca.
- 4. The Contractor certifies that s/he is in compliance with the workers' compensation insurance requirements of Minnesota Statutes, Section 176.181, and subdivision 2.

This contract may be extended for a period of one year, at the option of the Contractor. If the Contractor desires to extend the term of the contract, they shall notify the Agency in writing at least 60 days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a Contract Amendment, execution of a new Contract or notice of termination as provided under Section I.

BY _____
Kelly Chandler, Division Manager
Itasca County Public Health

DATED _____

BY _____
Chairperson,
Itasca County Board

DATED _____

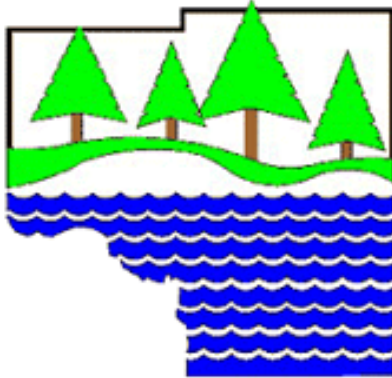
BY _____
Paula Butler, RN

DATED _____

Exhibit A
Itasca County Public Health

Paula Butler will:

1. Perform duties for Public Health Response Services



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 6, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3101

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Reduction in Retainage for CSAH 7 Grading, Aggregate Base & Bituminous Surfacing - SAP 031-607-031

BOARD ACTION REQUESTED:

Reduce the retainage for the CSAH 7 Grading, Aggregate Base & Bituminous Surfacing project (SAP 031-607-031) from 5% to 2%, resulting in a retainage of \$39,831.43.

BACKGROUND:

The Contractor, William J. Schwartz & Son, Inc., has requested a reduction in the retainage on the project. Most contract items were completed in the fall of 2023. However, there is a section of the road that had settlement issues and needs to be addressed. Braun Intertec Corporation is currently monitoring this area to determine the best fix, but it could take a while to incorporate their recommendations. Schwartz would like to pay their subcontractors who finished their part of the work last fall, 2022. The work that is left incorporating Barun's recommendations and paving the final wear course, along with the remaining retainage (\$39,831.43) will be a sufficient amount of money to ensure that the contractor returns when needed.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 0731 - #10 Pay Request - Board Approval Reduce Retainage

06/06/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/13/2023 2:30 PM
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Contract Number: 66010
Pay Request Number: 10

Project Number	Project Description
031-607-031	CSAH 7 Grading, Aggregate Base & Bituminous Surfacing

Contractor: William J. Schwartz & Sons, Inc. 34882 Scenic Hwy Bovey, MN 55709	Vendor Number: 000159603 Up To Date: 05/19/2023
---	--

Contract Amount		Funds Encumbered	
Original Contract	\$2,094,380.50	Original	\$2,094,380.50
Contract Changes	\$49,070.39	Additional	N/A
Revised Contract	\$2,143,450.89	Total	\$2,094,380.50

Work Certified To Date	
Base Bid Items	\$1,949,301.03
Contract Changes	\$42,270.39
Material On Hand	\$0.00
Total	\$1,991,571.42

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$1,991,571.42	\$39,831.43	\$1,891,992.85	\$59,747.14	\$1,951,739.99
Percent: Retained: 2%			Percent Complete: 92.91%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

Rachel Metetal

County/City/Project Engineer

5/22/23

Date

Approved By William J. Schwartz & Sons, Inc.

Contractor

Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-05-17	\$70,526.48	\$3,526.32	\$67,000.16
2	2022-06-07	\$83,511.50	\$4,175.58	\$79,335.92
3	2022-06-21	\$522,476.45	\$26,123.82	\$496,352.63
4	2022-07-01	\$391,132.94	\$19,556.65	\$371,576.29
5	2022-07-19	\$419,181.98	\$20,959.10	\$398,222.88
6	2022-08-01	\$447,234.20	\$22,361.71	\$424,872.49
7	2022-08-16	\$45,332.17	\$2,266.61	\$43,065.56
8	2022-09-19	\$1,470.00	\$73.50	\$1,396.50
9	2022-10-18	\$10,705.70	\$535.28	\$10,170.42
10	2023-05-19	\$0.00	(\$59,747.14)	\$59,747.14

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
CSAH		\$1,991,571.42	\$39,831.43	\$1,891,992.85	\$59,747.14	\$1,951,739.99

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Regular (CSAH)	\$59,747.14	\$2,143,450.89	\$2,094,380.50	\$1,951,739.99

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501/00010	MOBILIZATION	LS	\$49,000.00	1	0	\$0.00	1	\$49,000.00
Base Bid	2	2051.501/00010	MAINT & RESTORATION OF HAUL ROADS	LS	\$6,000.00	1	0	\$0.00	1	\$6,000.00
Base Bid	3	2101.505/00020	CLEARING (P)	ACRE	\$2,300.00	4.9	0	\$0.00	4.9	\$11,270.00
Base Bid	4	2101.505/00030	GRUBBING (P)	ACRE	\$2,300.00	4.9	0	\$0.00	4.9	\$11,270.00
Base Bid	5	2104.502/02230	SALVAGE ENERGY ABSORBING TERMINAL	EACH	\$600.00	5	0	\$0.00	6	\$3,600.00
Base Bid	6	2104.502/03300	SALVAGE SIGN	EACH	\$145.00	7	0	\$0.00	7	\$1,015.00
Base Bid	7	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$11.50	92	0	\$0.00	85	\$977.50
Base Bid	8	2104.503/00255	REMOVE PIPE CULVERTS	L F	\$11.50	504	0	\$0.00	504	\$5,796.00
Base Bid	9	2104.503/01560	SALVAGE GUARDRAIL-PLATE BEAM	L F	\$6.75	3568	0	\$0.00	3493	\$23,577.75
Base Bid	10	2104.504/00120	REMOVE BITUMINOUS PAVEMENT (P)	S Y	\$0.87	20825	0	\$0.00	20825	\$18,117.75
Base Bid	11	2105.507/00015	COMMON EXCAVATION (P)	C Y	\$5.25	68157	0	\$0.00	68157	\$357,824.25

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	12	2105.507/00030	MUCK EXCAVATION	C Y	\$7.50	2121	0	\$0.00	2038	\$15,285.00
Base Bid	13	2105.507/00290	SELECT GRANULAR BORROW (CV) (P)	C Y	\$7.80	23590	0	\$0.00	23590	\$184,002.00
Base Bid	14	2105.607/00660	GEOFOAM	C Y	\$150.62	3585	0	\$0.00	3585	\$539,972.70
Base Bid	15	2118.509/00010	AGGREGATE SURFACING CLASS 1	TON	\$21.00	1020	0	\$0.00	510	\$10,710.00
Base Bid	16	2123.610/00440	1.5 CU YD BACKHOE	HOUR	\$150.00	50	0	\$0.00	5	\$750.00
Base Bid	17	2130.523/00010	WATER	MGAL	\$20.00	100	0	\$0.00	0	\$0.00
Base Bid	18	2211.507/00170	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	\$17.75	10481	0	\$0.00	10481	\$186,037.75
Base Bid	19	2360.509/12300	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	\$65.00	3461	0	\$0.00	1826.82	\$118,743.30
Base Bid	20	2360.509/32205	TYPE SP 19.0 NON WEAR COURSE MIX (2,B)	TON	\$53.00	2894	0	\$0.00	2884.06	\$152,855.18
Base Bid	21	2451.507/00270	COARSE AGGREGATE BEDDING (CV) (P)	C Y	\$35.00	307	0	\$0.00	307	\$10,745.00
Base Bid	22	2501.502/04024	24" GS PIPE APRON	EACH	\$525.00	4	0	\$0.00	4	\$2,100.00
Base Bid	23	2501.502/19018	18" CAS SAFETY APRON & GRATE DES 3128	EACH	\$825.00	12	0	\$0.00	12	\$9,900.00
Base Bid	24	2501.503/00012	12" CAS PIPE CULVERT	L F	\$51.00	20	0	\$0.00	20	\$1,020.00
Base Bid	25	2501.503/00018	18" CAS PIPE CULVERT	L F	\$58.00	322	0	\$0.00	322	\$18,676.00
Base Bid	26	2501.503/05024	24" CP PIPE CULVERT	L F	\$76.50	192	0	\$0.00	196	\$14,994.00
Base Bid	27	2501.503/07072	72" PC-CS PIPE CULVERT	L F	\$393.34	150	0	\$0.00	150	\$59,001.00
Base Bid	28	2511.507/00013	RANDOM RIPRAP CLASS II	C Y	\$35.00	588	0	\$0.00	676	\$23,660.00
Base Bid	29	2554.502/00024	END TREATMENT-TANGENT TERMINAL	EACH	\$4,500.00	2	0	\$0.00	2	\$9,000.00
Base Bid	30	2554.503/00131	TRAFFIC BARRIER DESIGN TYPE 31	L F	\$81.00	275	0	\$0.00	275	\$22,275.00
Base Bid	31	2563.601/00010	TRAFFIC CONTROL	LS	\$10,600.00	1	0	\$0.00	1	\$10,600.00
Base Bid	32	2563.610/00011	FLAGGER	HOUR	\$85.00	100	0	\$0.00	0	\$0.00
Base Bid	33	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	\$6,000.00	1	0	\$0.00	1	\$6,000.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	34	2573.503/00023	SILT FENCE, TYPE MS	L F	\$2.40	8501	0	\$0.00	6434	\$15,441.60
Base Bid	35	2573.503/00064	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$4.00	400	0	\$0.00	0	\$0.00
Base Bid	36	2573.503/00065	SEDIMENT CONTROL LOG TYPE ROCK	L F	\$6.00	52	0	\$0.00	52	\$312.00
Base Bid	37	2574.508/00013	FERTILIZER TYPE 3	LB	\$1.30	2454	0	\$0.00	2850	\$3,705.00
Base Bid	38	2575.504/00020	MULCH MATERIAL TYPE 4 (P)	S Y	\$0.40	59378	0	\$0.00	59378	\$23,751.20
Base Bid	39	2575.504/00073	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$1.75	1324	0	\$0.00	7270	\$12,722.50
Base Bid	40	2575.505/00021	SEEDING (P)	ACRE	\$175.00	12.3	0	\$0.00	12.3	\$2,152.50
Base Bid	41	2575.505/00025	DISK ANCHORING	ACRE	\$45.00	12.3	0	\$0.00	0	\$0.00
Base Bid	42	2575.508/25141	SEED MIXTURE 25-141	LB	\$5.10	824	0	\$0.00	710.5	\$3,623.55
Base Bid	43	2575.509/00030	MULCH MATERIAL TYPE 3	TON	\$175.00	20.2	0	\$0.00	14.5	\$2,537.50
Base Bid	44	2580.503/00010	INTERIM PAVEMENT MARKING	L F	\$0.25	1361	0	\$0.00	1120	\$280.00
Base Bid	45	2582.502/40106	6" SOLID LINE EPOXY GRL IN (WR)	L F	\$1.00	11346	0	\$0.00	0	\$0.00
Base Bid	46	2582.503/104	4" SOLID LINE PAINT	L F	\$0.35	9746	0	\$0.00	0	\$0.00
Base Bid	47	2582.503/104204	4" BROKEN LINE PAINT	L F	\$0.35	1600	0	\$0.00	0	\$0.00
Base Bid Totals:								\$0.00		\$1,949,301.03

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
031-607-031	PARTICIPATING	\$0.00	\$1,949,301.03

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
031-607-031	BK1	48	1910 Fuel Escalation (Fuel Cost Adjustment)	\$6,257.27	1	\$6,257.27	ITM	\$0.00	\$0.00	1	\$6,257.27
031-607-031	BK2	49	1910 Fuel Escalation (Fuel Cost Adjustment)	\$5,419.63	1	\$5,419.63	ITM	\$0.00	\$0.00	1	\$5,419.63

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
031-607-031	BK3	50	1910 Fuel Escalation (Fuel Cost Adjustment)	\$11,383.61	1	\$11,383.61	ITM	\$0.00	\$0.00	1	\$11,383.61
031-607-031	BK4	53	1910 Fuel Escalation (Fuel Cost Adjustment)	\$5,350.76	1	\$5,350.76	ITM	\$0.00	\$0.00	1	\$5,350.76
031-607-031	BK5	54	1910 Fuel Escalation (Fuel Cost Adjustment)	\$165.92	1	\$165.92	ITM	\$0.00	\$0.00	1	\$165.92
031-607-031	CO1	51	2021.501/00010 MOBILIZATION (LS)	\$6,800.00	1	\$6,800.00	ITM	\$0.00	\$0.00	0	\$0.00
031-607-031	CO2	52	2105.507/00020 ROCK EXCAVATION (C Y)	\$25.25	250	\$6,312.50	ITM	\$0.00	\$0.00	250	\$6,312.50
031-607-031	CO3	55	2231.604 BITUMINOUS PATCH SPECIAL (LUMP SUM)	\$7,380.70	1	\$7,380.70	ITM	\$0.00	\$0.00	1	\$7,380.70

Contract Change Totals:**\$0.00****\$42,270.39****Contract Change Totals**

Number	Description	Effective Date	Amount
1	Fuel Escalation for CSAH 7 - Pay Estimate #3	06/21/2022	\$6,257.27
2	Fuel Escalation	07/01/2022	\$5,419.63
3	Fuel Escalation for CSAH 7 - Pay Estimate #5	07/19/2022	\$11,383.61
4	Fuel Escalation for CSAH 7 - Pay Estimate #6	08/01/2022	\$5,350.76
5	Fuel Escalation for CSAH 7 - Pay Estimate #7	08/16/2022	\$165.92
1	The Engineer has decided to complete the final 1.5" of Bid Item 2360.509 - Type SP 9.5 Wearing Course Mix, in June of 2023. Originally it was going to be completed this fall, but since we will be paving the wearing course on CSAH 60 (in the same Contract) next year, it makes more sense to wait to do the final lift until after a freeze thaw cycle. The Contract completion date will remain the same, June 15, 2023.	07/27/2022	\$6,800.00
2	The plans did not include a pay item for rock excavation. During the common excavation work, numerous large rocks were encountered which qualify as pay rocks per MnDOT specification 2105.D.2. These rocks will be paid for as rock excavation at the specification price of Common Excavation \$5.25/CY + \$20.00/CY. The contractor provided all equipment, material, and labor to remove the oversized rocks as determined by the Project Engineer. All work was in accordance with all the applicable specifications.	07/28/2022	\$6,312.50
3	There was settlement under the pavement from approximately St. 3+00 to 3+50. This settlement caused a dip in the road that needs a bituminous patch until the final wear course is placed next spring, 2023.	09/27/2022	\$7,380.70

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining
14	2105.607/00660	GEOFOAM	2022-05-16	57 C Y \$8,504.10	57 C Y \$8,504.10	0 C Y \$0.00

14	2105.607/00 660	GEOFOAM	2022-06-20	2,254.13 C Y \$339,516.53	2,254.13 C Y \$339,516.53	0 C Y \$0.00
22	2501.502/04 024	24" GS PIPE APRON	2022-05-16	3.28 EACH \$1,717.79	3.28 EACH \$1,717.79	0 EACH \$0.00
23	2501.502/19 018	18" CAS SAFETY APRON & GRATE DES 3128	2022-05-16	9.14 EACH \$7,537.73	9.14 EACH \$7,537.73	0 EACH \$0.00
24	2501.503/00 012	12" CAS PIPE CULVERT	2022-05-16	8.15 L F \$415.54	8.15 L F \$415.54	0 L F \$0.00
25	2501.503/00 018	18" CAS PIPE CULVERT	2022-05-16	177.77 L F \$10,310.19	177.77 L F \$10,310.19	0 L F \$0.00
26	2501.503/05 024	24" CP PIPE CULVERT	2022-05-16	113.78 L F \$8,703.82	113.78 L F \$8,703.82	0 L F \$0.00
27	2501.503/07 072	72" PC-CS PIPE CULVERT	2022-05-16	67.57 L F \$26,575.31	67.57 L F \$26,575.31	0 L F \$0.00

Contract Total	\$1,991,571.42
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 6, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3113

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

MnDOT Detour Agreement No. 1053785

BOARD ACTION REQUESTED:

Adopt the Resolution Re: MnDOT Detour Agreement No. 1053785, which approves the agreement and authorizes the necessary signatures.

BACKGROUND:

MnDOT needed to complete a culvert replacement and bituminous surfacing on Trunk Highway 6 approximately 2.28 miles north of Deer River under State Project No. 3107-55 and the state required a detour to carry TH 6 traffic on County State Aid Highway 44 and County State Aid Highway 92 during the project construction. Itasca County will receive an estimated compensation of \$3,236.31 for the road life consumed. MnDOT has drafted this detour agreement and requires the county to pass a resolution entering into this agreement.

Similar detour agreements have been reviewed and approved by the County Attorney's Office in the past.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 1053785 D DETOUR AGR ITASCA CO (003)

06/06/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/13/2023 2:30 PM
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**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
ITASCA COUNTY
DETOUR AGREEMENT
For Trunk Highway No. 6 Detour**

State Project Number (S.P.): 3107-55
Trunk Highway Number (T.H.): 6=061

Original Amount Encumbered
\$3,236.31

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

Recitals

1. The State is about to perform emergency culvert replacement and bituminous surfacing upon, along, and adjacent to Trunk Highway No. 6 approximately 2.28 miles north of Trunk Highway No. 2 under State Project No. 3107-55 (T.H. 6=61); and
2. The State requires a detour to carry T.H. 6 traffic on County State Aid Highway (C.S.A.H.) No. 44 and County State Aid Highway No. 92 during the construction; and
3. The County is willing to maintain the T.H. 6 detour; and
4. The State is willing to reimburse the County for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement;

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

2. Agreement Between the Parties

2.1. *Detour.*

- A. *Location(s).*** The State will establish the T.H. 6 detour route on the following County roads as detailed in the project plans or Special Provisions:
C.S.A.H. 44 and C.S.A.H. 92 for a total distance of 4.05 miles.
- B. *Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the County for changes to the detour route. If such change increases the State's total payment amount over the maximum obligation in Article 3.3.B, the Agreement will be amended.

- C. *Axle Loads and Over-Dimension Loads.*** The County will permit 7-ton axle loads on the detour route during times of road restrictions. Upon removal of road restrictions the County will permit 10-ton axle loads. Over-dimension loads will not be permitted except in cases of extreme emergency.
- D. *Traffic Control Devices.*** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. *Duration.*** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. *Maintenance.*

- A.** The County will maintain the portion of the detour that is on County roads, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer.
- B. *County's Failure to Adequately Maintain.*** If the County fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State will be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 6 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the County under this Agreement. This paragraph will not be construed to relinquish any rights of action that may accrue on behalf of the State against the County for any breach of agreement.

2.3. *Basis of State Cost.*

- A. *Road Life Consumed.*** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
 - i. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
 - ii. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

B. *Maintenance Costs.*

The State's detour maintenance cost will be equal to 115% of the amount computed by using the "Gas Tax Method" formula under Section 2.3.A, since the county roads are not designed to support 10-ton axle loads, and additional maintenance can be expected.

3. *Payment*

The State's payment consists of the sum of the road life consumed and maintenance amounts.

- 3.1. *For Road Life Consumed.*** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

<u>Route</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
C.S.A.H. 44 and C.S.A.H. 92	0.00513	3150	4.05	23	\$1,505.26
Road Life Consumed Amount:					<u>\$1,505.26</u>

3.2. For Maintenance.

\$1,731.05 is the State's estimated cost for detour maintenance based on 115% of the "Gas Tax Method" amount.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the County under this Agreement.

3.3. Total Payment and Maximum Obligation.

- A. \$3,236.31** is the State's estimated payment for road life consumed (**\$1,505.26**) and maintenance (**\$1,731.05**).
- B. \$8,000.00** is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.4. Conditions of Payment. The State will pay the County the State's total road life consumed and maintenance payment amount after performing the following conditions.

- A.** Execution of this Agreement and the County's receipt of the executed Agreement.
- B.** State's encumbrance of the State's total payment amount.
- C.** State's removal of all detour signs.
- D.** State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E.** State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County roads used as a T.H. 6 detour to as good condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

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

5.1. The State's Authorized Representative will be:

Name, Title: Laura Hadrava, Assistant District Traffic Engineer (or successor)
 Address: 3920 Highway 2 West, Bemidji, MN 56601
 Telephone: 218-328-4797
 E-Mail: laura.hadrava@state.mn.us

5.2. The County's Authorized Representative will be:

Name, Title: Karin Grandia, Itasca County Engineer (or successor)
 Address: 123 NE 4th St., Grand Rapids, MN 55744
 Telephone: 218-327-2853
 E-Mail: karin.grandia@co.itasca.mn.us

6. Assignment; Amendments, Waiver; Contract Complete

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

7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. State Audits

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

9. Government Data Practices

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

10. Governing Law; Jurisdiction; Venue

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

11. Termination; Suspension

- 11.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 11.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued

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

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

12. Force Majeure

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

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STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000704121

ITASCA COUNTY

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

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

ITASCA COUNTY

RESOLUTION

IT IS RESOLVED that Itasca County enter into MnDOT Agreement No. 1053785 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 44 and County State Aid Highway No. 92 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 6 approximately 2.28 miles north of Trunk Highway No. 2 under State Project No. 3107-55 (T.H. 6=061).

IT IS FURTHER RESOLVED that the _____
(Title)
and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Itasca County at an authorized meeting held on the _____ day of _____, 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2023

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 6, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3115

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

2023 Northern MN Swap Meet and Car Show Lease Agreement

BOARD ACTION REQUESTED:

Approve the 2023 Lease Agreement between Itasca County and the Northern Minnesota Swap Meet and Car Show, and authorize necessary signatures.

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: Yes and/or pending

SUPPORTING DOCUMENTATION:

1. 2023 Car Show Swap Meet Full Agreement

06/06/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/13/2023 2:30 PM
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County of Itasca, Minnesota

Lease Agreement

This Agreement is made effective this **13th day of June 2023**, by and between Itasca County ("Lessor"); and Northern Minnesota Swap Meet and Car Show, ("Lessee"), 1 NW 3rd Street Grand Rapids, MN 55744. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

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

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

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

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

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

5. **Term.** The term of this Agreement shall commence on July 26th, 2023, and shall end at 12:00 a.m. on July 31st, 2023. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the Special Conditions marked as **Exhibit A**.

6. **Lease Agreement-Fee.** Lessee shall pay to Lessor a non-refundable Lease Agreement Fee of \$9,000.00 for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as **Exhibit A**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lessor

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

Lessee

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

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

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

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

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

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

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

EXECUTION

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

Dated this _____ day of _____, _____.

Lessee: **Northern MN Swap Meet and Car Show** Lessor: **County of Itasca**
(Nicole Franzone)

By: _____

By: _____

Its: _____

Its: Chair of the Board of Commissioners

By: _____

Its: Clerk of the Board of Commissioners

Exhibit A
Lease Agreement
Special Conditions Supplement

This document shall be considered the Special Conditions to the Lease Agreement between Itasca County, hereinafter referred to as “Lessor”, and Northern Minnesota Swap Meet and Car Show, hereinafter referred to as “Lessee”, which was made effective on the 13th day of June 2023.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement made effective on the 13th day of June 2023.

I. Special Terms.

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

This event will be open to the public from July 28th, 2023, through July 30th, 2023, with vendor booths, food vendors, car shows, and a beer garden. Paid Parking is required except for Mesabi Trail users. Full use of the grounds and buildings as identified in the Lease Agreement will be included.

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

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 6, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3121

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

Contract with Untapped, LLC for Whole Families Grant from Bush Foundation

BOARD ACTION REQUESTED:

Approve contract with Untapped, LLC for Whole Families grant from Bush Foundation.

BACKGROUND:

Itasca County Public Health received a grant in 2019 to explore the experiences of families of crossover youth (youth in child protection who moved into juvenile justice system) and what parts of the system could be improved upon for better outcomes. Untapped will continue the discussions of family experiences and compile while we look at ways to innovate while improving outcomes for crossover youth and their families.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. unTapped POS Agreement 2023

06/06/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/13/2023 2:30 PM
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**ITASCA COUNTY HEALTH & HUMAN SERVICES
Itasca County Public Health
1209 SE 2nd Avenue
Grand Rapids, MN 55744**

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES/ITASCA COUNTY PUBLIC HEALTH (ICPH), 1209 SE 2nd Avenue, Grand Rapids, MN 55744, hereafter referred to as the “Agency”, and Untapped, LLC, hereafter referred to as the “Contractor”, enter into this Agreement for the period from 6-01-2023 through 04-30-2024.

WITNESSETH

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

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

WHEREAS, the Contractor represents that they are duly qualified and willing to perform such services;

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

I. CONTRACT GENERAL

A. Contractor’s Duties:

1. Description of services is attached to this Agreement as Exhibit “A” and/or the Delegation Agreement.
2. The Contractor shall provide proof of liability insurance.
3. (When applicable) The Contractor shall provide proof of license (photocopy for verification).
4. The Contractor shall, in writing within 30 days, notify the Agency whenever s/he is unable to or going to be unable to provide the required quality or quantity of Purchased Services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said contract.

B. Delivery of Purchased Services:

1. Purchased Services will be provided only to Itasca County Public Health.

C. Safeguard of Client and Provider Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota, Chapter 13, and 42 CFR Parts 160 and 164 (HIPAA Privacy and Security) or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited. The collection, use, maintenance, and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. Any persons employed by the Contractor will assure compliance with Minnesota Statute Section 13.46, Subd. 5, 42 CFR Parts 160 and 164, and adhere to the following:
 - a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The Parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of Law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. & 13.01 et seq., as amended, and the Rules of the Commissioner of Administration promulgated hereunder, MN Rules 1205.0100 et seq. as amended, and 42 CFR Parts 160 and 164, including responsibilities of Business Associates, as amended. To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.
2. The Agency and Contractor shall ensure a mutual exchange of information between Agency and Contractor.

D. Safeguard of Itasca County Public Health Program Information:

1. The Contractor agrees that any information obtained regarding the ICPH Program in total including administration will be held confidential and released only as may be required by law, or to Itasca County Health and Human Services and others as approved by ICPH.

E. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

2. (When applicable) Contractor certifies that s/he has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months.

F. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a Fair Hearing and Grievance Procedure in conformation with Minnesota Statutes, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

G. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
2. This Agreement may be canceled by either party at any time, with or without cause, upon 30 day notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Section 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.
4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.

H. Subcontracting:

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

I. Contractor Interested in Agreement:

1. No county official, or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.
 2. Contractor is an independent Contractor for purposes of all laws, including but not limited to Minn. Stat. 176 (Worker's Compensation Laws), Minn. Stat. 177.43 (Fair Labor Standards Act) and Minn. Stat. 268 (Unemployment Compensation Laws). Contractor agrees that it is/ I am an independent Contractor and not a "public employee" as the latter is defined in Minn. Stat. 179A (Public Employment Labor Relations Act). No tenure or any rights or benefits including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to county employees shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.
- J. Assurance of Compliance with Federal and State Requirements.
1. Contractor assures that s/he will comply in every respect with all applicable Federal and State laws pertaining to human rights.
 2. In accordance with the above, Contractor hereby agrees to comply with all applicable Federal and State laws, rules, and regulations relating to non-discrimination and affirmative action.
 3. Contractor assures that s/he will comply in every aspect with the Health Insurance Portability & Accountability Act (HIPAA), 42 CFR Parts 160 and 164.
- K. Miscellaneous:
1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.
 2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement.

II. Contract Specific

A. General Provisions

1. ICPH maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its contract with the State of Minnesota.
2. The delegated activities or obligations, and related reporting responsibilities are specified in the Delegation Agreement, incorporated into this contract.
3. The contractor agrees to perform any delegated activities and reporting responsibilities in compliance with ICPH contract obligations.
4. The contractor shall comply with 42 CFR §438.3(k) and 42 CFR 434, Subpart A.
5. The contractor agrees to comply with all applicable Medicare and Medicaid laws, regulations, including subregulatory guidance and contract provisions.
6. The contractor agrees to a performance evaluation of delegated activities through a formal review process at least annually.
7. The contractor agrees to the revocation of delegation or imposition of other sanctions if performance is inadequate.

B. Program Integrity Disclosures

The Contractor agrees to:

1. Notify ICPH (after initial contracting) within five days of the date any agent, person with an Ownership or Control Interest, or Managing Employee who has been convicted of a criminal offense related to the involvement in any program established under Medicare, Medicaid, the Title XX services program, or that have been excluded from participation under §§ 1128 or 1128A of the SSA.
2. Comply with Disclosure of Ownership and Management Information in accordance with 42 CFR § 455.104:
 - a. Complete the Ownership and Control Interest Disclosure Statement to include:
 - i. The name, address, date of birth, social security number (in the case of an individual), and tax identification number (in the case of a corporation) of each Person with an ownership or control interest in which the disclosing entity has direct or indirect ownership of five percent (5%) or more;
 - ii. A statement as to whether any person with an ownership or control interest is related (if an individual) to any other person with an ownership or control interest as spouse, parent, child or sibling;
 - iii. The name of any other disclosing entity in which a person with an ownership or control interest in the disclosing entity also has an ownership or control interest; and
 - iv. The name, address, date of birth, and social security number of any managing employee of the disclosing entity.

C. Contractor's Duties

1. The Agency agrees to purchase, and the Contractor agrees to furnish the services described in Exhibit A and according to the Delegation Agreement.
- D. Monitoring and Evaluation:
1. Performance of the Contractor will be monitored in accordance with outcomes.
- E. Payment for Purchased Services:
1. The Agency shall, within 30 days of the end of each month make payment to the Contractor per agreed contract rates of **\$185 per hour up to \$80,000 total**. Contractor will invoice hours worked and description of services every month by the 7th day to ICPH.
- F. Recording Requirements or Accountability:
1. The Contractor agrees to maintain records and these records belong to the Agency.
- G. Audit and Record Disclosures:
1. The Contractor shall:
 - a. Make available financial, statistical and health plan reports to the Agency in regard to services described the Delegation Agreement.
 - b. Respond directly and promptly to State inquiries and data requests.
 - c. Allow ICPH access to all information and data relevant to this contract, and allow release of the information and data to the State.
- G. Bonding, Indemnity, Insurance, and Audit Clause:
1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$ NA .
 2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or

- b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.
- 3. Insurance: To procure and maintain professional liability insurance consistent with amount determined by Itasca County. Contractors shall provide a certificate of such insurance to ICPH, which documents the following minimum coverage amounts:
 - a. \$1,500,000 when the claim is one for death by wrongful act or omission and \$1,500,000 to any claimant in any other case; and
 - b. \$3,000,000 aggregate for any number of claims arising out of a single occurrence for the protection of the County of Itasca.
- 4. The Contractor certifies that s/he is in compliance with the workers' compensation insurance requirements of Minnesota Statutes, Section 176.181, and subdivision 2.

This contract may be extended upon written agreement by the Contractor and Agency. If the Contractor desires to extend the term of the contract, they shall notify the Agency in writing at least 60 days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a Contract Amendment, execution of a new Contract or notice of termination as provided under Section I.

BY _____
Kelly Chandler, Division Manager
Itasca County Public Health

DATED _____

BY _____
Chairperson,
Itasca County Board

DATED _____

BY _____
Edward M. Zabinski, Partner
unTapped, LLC

DATED _____

BY _____
Laura J. Connelly, Partner
unTapped, LLC

DATED _____

Exhibit A

Itasca County Public Health

Untapped, LLC will:

Phase 1: Engage the community to understand systemic impacts on adults and children

- Facilitate up to five focus groups of adults to ask the following questions to ask about the unique needs of families involved in this county's child protection and the juvenile justice systems; how those needs are currently being addressed; and how we might improve relationships between families and intervening institutions.
- Conduct 25 interviews with youth who are *currently* in the child protection or juvenile justice system and another 25 interviews with youth who *have been* in the child protection or juvenile justice system to better understand their experiences with the system and the impacts on their lives.
- Provide a written summary contextualizing what we learn from adults and youth family members and identify themes and insights that will inform the design of the community justice model.

Phase 2: Understand what community leaders and service providers know about child protection and juvenile justice systems and what they think needs to change to improve lives of youth and families

- Conduct phone interviews with 30-40 local leaders (county commissioners and other local elected officials, law enforcement, probation officers, health and human services providers, Leech Lake Band members, non-profit service providers, mental health providers, substance use providers, housing advocates, employment services providers, school leaders, organizations that work with area youth, group home managers, and foster care providers).
- Summarize findings.

Phase 3: Analyze the systems to suggest better interventions

- Facilitate two human-centered design ideation sessions involving up to 25 core stakeholders in each group to address the following questions:
 1. How might we design a community justice approach in the child protection and juvenile justice systems to center the needs of youth and families to address disparities and improve outcomes?
 2. How might we create more trauma-informed, healing interventions based on what families say they need?
- Work with the core stakeholder group to co-design, prototype and assess various solutions.

Phase 4: Assess impacts

- Assist the core stakeholder group in designing a mechanism to reflect on whether the solutions are creating the impact they intended.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 6, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2786

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, June 6, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3116

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Janet Borth

AGENDA ITEM:

2022-2024 Labor Contract - AFSCME Local 639 Emergency Communications

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures for the 2022-2024 collective bargaining agreement for Local 639 - Emergency Communications.

BACKGROUND:

The labor management committee has been negotiating the 2022-2024 collective bargaining agreement with Local 639. This collective bargaining agreement has been voted on and approved by Local 639 and the labor management committee recommends approval by the County Board.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 639 2022-2024 CBA Final version for Board Approval 053123

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

AGREEMENT BETWEEN

COUNTY OF ITASCA

AND

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL NO. 639**

JANUARY 1, 2022 - DECEMBER 31, 2024

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This agreement dated the first day of January 2022, entered into between the County of Itasca, hereinafter referred to as the Employer, and Local Union No. 639 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the Union.

ARTICLE I. PREAMBLE AND PURPOSE OF AGREEMENT

Section 1. This memorandum of understanding, hereinafter referred to as the Agreement, is entered into between the County of Itasca, hereinafter called the Employer, and Local No. 639, American Federation of State, County and Municipal Employees, hereinafter called the Union. The intent and purpose of this Agreement is to:

- 1.1 Express, in written form, the complete Agreement between the parties on hours, wages, and all other conditions of employment.
- 1.2 Establish orderly procedures for the resolution of disputes.
- 1.3 Specify the full and complete understanding of the parties.
- 1.4 Maintain and improve greater individual productivity and quality of services.
- 1.5 Insure against any interruptions of work and interference with the efficient and effective rendering of service to the public.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. The parties recognize that this Agreement is not intended to modify any of the authority vested in the Itasca County Sheriff or the Itasca County Board of Commissioners.

ARTICLE 2. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for a unit composed of all employees in the Sheriff's Department that are Emergency Communications Specialists, and Emergency Management Coordinator.

Section 2. The Union recognizes the labor relations representative designated by the Employer as the exclusive representative of the Employer and shall meet and negotiate exclusively with such representative. No agreement covering terms and conditions of employment or other matters made between the Union and the Employer shall be binding upon the Employer unless the witnessed signature of the Employer's designated labor relations representative is affixed thereon.

Section 3. The Employer agrees not to enter into any agreements covering terms and conditions of employment with members of the bargaining unit under jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions set forth in this Agreement, except through certified representatives as designated in Article 3, Section 5.

ARTICLE 3. UNION SECURITY

Section 1. In recognition of the Union as the exclusive representative:

1.1 The Employer shall deduct an amount sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence in a timely fashion of receipt of dues authorization card after initial employment with the County, and

1.2 The Employer shall remit such deductions to AFSCME Council 65 with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

1.3 The Union shall provide the formula to recalculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments in an electronic Excel format.

Section 2. Fair Share. The Union may collect a Fair Share Fee from bargaining unit members who choose not to become members of the Union. Any Fair Share Fee collected by the Union shall be accomplished in accordance with Minn. Stat. Sect. 179A.06, Subd. 3.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

Section 4. Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply; and whenever any words are used in the plural, they shall also be construed to include the singular.

Section 5. The Union may designate certain employees from within the bargaining unit to act as stewards and shall, within 5 days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union

shall also certify to the Employer a current list of any non-employee business representative(s) upon execution of this Agreement.

5.1 The Employer agrees to recognize stewards certified by the Union as provided in this Section subject to the following stipulation:

5.11 The Employer agrees to allow stewards to interrupt their work for a reasonable amount of time for the purpose of Union business with approval of the Employer and they shall notify the Employer upon resumption of their work. Interruption of work for Union business shall be limited to the investigation and presentation of grievances to the Employer and negotiation sessions with Employer relating to subsequent contracts.

5.2 Non-Employee business representatives of the Union, previously certified to the Employer as provided herein, may, with approval of the Employer, come on the premises of the Employer for purpose of negotiations or investigating and presenting grievances. The Union may use the Employer's premises or facilities for Union business with prior approval of the Employer.

5.3 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union election, Union election returns, Union appointments to office, and Union recreational or social affairs and other items specifically approved by the Employer.

ARTICLE 4. EMPLOYER RIGHTS AND DIVISION OF RESPONSIBILITY

Section 1. The Employer retains the right to operate and manage all facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to transfer personnel for just cause; to contract with vendors or others for goods and/or services so long as the act is performed in good faith, it represents a reasonable business decision and it does not subvert the agreement between the parties; and to perform such other inherent managerial functions as set forth in the Minnesota Public Employment Labor Relations Act (PELRA) of 1971.

Section 2. The Employer shall have the right to designate responsibility for employer functions required under this Agreement pursuant to applicable statutory provision and to designate representatives authorized to act on its behalf with respect to matters arising under this Agreement.

Section 3. Specifically, the County Board responsibility as Employer shall be limited to matters relating to maintenance of appropriate pay rates and payment thereof, specific

fringe benefit authorizations in the area of insurance, vacation allowance, sick leave allowance, severance pay, holidays, and related economic computations. For all other matters covered in the Agreement, the Sheriff shall be considered the Employer.

Section 4. In the event that it is unclear as to the appropriate Employer authority, an employee or the Union may request that a determination be made as to the appropriate Employer for purposes of the particular dispute involved.

Such requests shall be submitted to the County Sheriff with a copy to the County Board or its designated representative. On receipt of such request, the County Board or its designated representative shall make a determination based on the facts of the issue as to the appropriate Employer and such determination shall be final. In the event that the County Board or its designated representative is determined to be the appropriate Employer for purposes of the matter at issue, then a grievance brought pursuant to Article 7 shall be processed through the employee's immediate supervisor who shall request that the County Human Resources Director sit in on the discussion of the grievance. In any case, not otherwise determined by the County Board or its designated representative, the Employer shall be deemed to be the Sheriff.

Section 5. Sections 3 and 4, above, are statements of policy and are not subject to the grievance procedure of this contract.

ARTICLE 5. INDIVIDUAL RIGHTS

Section 1. The Union shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion. The Union shall, upon request of the Employer, give evidence to the Employer that the membership in the Union constitutes a majority of employees in the unit as described in the Articles herein titled "Recognition" and "Pay Plan".

Section 2. In accordance with applicable law, the Employer and the Union agree to apply the provisions of this Agreement equally to all employees, without discrimination as to any protected class as defined in federal, state statute or rule.

ARTICLE 6. WORK STOPPAGE LIMITATIONS

Section 1. In recognition of the provisions included in this Agreement for a grievance procedure providing for arbitration to be used for resolution of disputes, the Union agrees that neither the Union, its officers or agent, nor any of the employees covered by this Agreement will engage in work stoppage. Any or all employees who violate the provisions of the Article will be subject to discharge or other discipline as appropriate under applicable Civil Service Rules and/or County policies.

ARTICLE 7. GRIEVANCE PROCEDURE

A GRIEVANCE, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of any terms or conditions of this AGREEMENT.

Employees shall have the right to process GRIEVANCES through the procedures of this ARTICLE or through other procedures such as Veteran's Preference, Human Rights or other statutorily created procedures, provided that a GRIEVANCE may be processed through one procedure or the other, but not both. An employee who pursues a GRIEVANCE through a procedure other than the procedure provided in this section shall waive the rights of this ARTICLE of the AGREEMENT.

If a GRIEVANCE is not presented within the time limits set forth below, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the grieved employee and the grievance representative, setting forth the nature of the GRIEVANCE, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested.

The matter shall be discussed with the employee's supervisor as designated by the EMPLOYER within 7 calendar days. The EMPLOYER'S response will be made in writing within 7 calendar days after the close of the discussion.

A GRIEVANCE not resolved in Step 1 and appealed to Step 2 shall be appealed to Step 2 within 7 calendar days after the supervisor's final Step 1 response.

Step 2. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the Department Head in consultation with Human Resources within 14 calendar days. Human Resources shall give the UNION the EMPLOYER'S Step 2 response in writing within 14 calendar days after the close of the discussion. A GRIEVANCE not resolved in Step 2 may be appealed to Step 3 within 14 calendar days following Human Resources final Step 2 response.

Step 3. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the County Board or its designee within 28 calendar days. The County Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within 14 calendar days following the EMPLOYER-designated representative's final Step 3 response.

Step 4. Mediation of a GRIEVANCE: Upon completion of the previous Step and prior to requesting arbitration, the UNION and the EMPLOYER may, by mutual agreement, request mediation of the GRIEVANCE by the Bureau of Mediation Services or contracted services approved by the County Board for appointment of a mediator who will conduct meetings as deemed necessary in an attempt to resolve the GRIEVANCE. After the mediator or either party determines that further mediation would serve no purpose, a GRIEVANCE may be appealed to Step 5 within 30 calendar days.

Step 5. The GRIEVANCE appealed to arbitration shall be subject to the provisions of PELRA. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of GRIEVANCES as established by the State Bureau of Mediation Services. Any unresolved GRIEVANCE not submitted for arbitration shall be considered settled on the basis of the EMPLOYER'S Step 3 response and/or Step 4.

Arbitrator's Authority.

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 8. HOURS OF WORK - PREMIUM PAY

Section 1. General

1.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay.

1.2 Employees assigned to a higher job class shall receive the higher rate of pay on a temporary or regular basis.

1.3 The Employer agrees that split shift work will not be scheduled for the employees covered by this Agreement except in case of emergency and in that event only for the time involved in the emergency.

1.4 Scheduling procedures shall be vested with the Employer, to be consistent among all employees within their classifications. For purposes of this Article, classifications are defined as follows:

1. Emergency Communications Specialist
2. Emergency Management Coordinator

Section 2. Normal Work Day and Week

2.1 The normal workday and work week for Emergency Communications Specialist employees shall consist of 12 hours per day and 80 hours per pay period, based on a consistent scheduling procedure.

2.2 The normal work period for Emergency Communications Specialists not assigned to a rotating shiftwork schedule shall consist of 80 hours per pay period based on a consistent scheduling procedure.

Section 3. Overtime

3.1 Overtime available shall first be offered to available, full-time employees by classification in which the overtime occurs.

3.2 Emergency Communications Specialists required to work in excess of their regularly scheduled shift or more than 80 hours per pay period shall be compensated for all such hours at 1½ times the employee's regular hourly rate of pay.

3.3 Assignment of overtime shall be at the discretion of the Employer and shall be divided as equally as practicable among all employees within their respective classifications.

3.4 All employees who work overtime shall have the option to be paid at the rate of 1½ times their regular hourly rate of pay for all overtime hours worked or take compensatory time off at the rate of 1 ½ hours off for each hour of overtime worked. Compensatory time off may be banked to a maximum of 84 hours. All compensatory time off must be

approved by the employee's immediate supervisor. Vacation, sick leave, holidays and other paid time off shall count as hours worked for the purposes of calculating overtime/compensatory time. In no case will compensatory time earned and compensatory time taken occur in the same day.

3.5 Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

Section 4. Call Outs

4.1 All employees when called out for non-scheduled work, shall be compensated at 1½ time rate per hour with a minimum of 2 hours compensation for each call out. In addition, all employees shall be compensated at 1½ time rate per hour for time put in for purposes of official business which occurs in hours other than their regular schedule. For purposes such as these, there shall be a minimum compensation of 2 hours at the 1½ time rate.

Section 5. Court Time

5.1 For any employee who is required to appear in court as part of his/her duty assignment at times other than their regular duty time, it is agreed that a minimum of 2 hours credit computed at overtime rates shall be earned and paid. Court time in excess of 2 hours at times other than regular duty time shall be paid also at a 1½ time rate. Employees required to place charges and sign complaints against persons arrested shall be reimbursed at a 1½ time rate for this time put in at times other than his/her regular duty time.

Section 6. Scheduling Procedures

6.1 Scheduling procedures shall be vested with the Employer, to be consistent among all employees within their classifications.

Management agrees to follow the seniority for filling shifts for vacation and sick time call outs. Management will call in order of seniority and if no answer and not call back after 15 minutes, Management will consider this as a refusal and move down the list until filled. If the list has been exhausted, then a floater may be used to fill the vacancy. If the call out is less than two hours from the start of the shift, then Management reserves the right to assign as needed.

ARTICLE 9 - HOLIDAY PROVISIONS

Section 1. All employees of the bargaining unit shall receive the following paid holidays provided said employees perform work or are on vacation in the pay period in which the holiday occurs and work as scheduled or assigned both on their last scheduled workday prior to and on their first scheduled workday following the holiday unless they have failed

to work because of sickness or because of death in the immediate family or because of similar cause:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Friday after Thanksgiving
11. Christmas Eve Day
12. Christmas Day
13. One Floating Holiday
14. Martin Luther King Day

Section 2. Provided when the following holidays fall on Sunday, the following day shall be a holiday. Provided when the following holidays fall on Saturday, the preceding day shall be a holiday:

January 1 - New Year's Day
July 4 - Independence Day
November 11 - Veterans Day
December 24 – Christmas Eve Day
December 25 - Christmas Day

When Christmas Eve Day is on a Friday and Christmas Day is on a Saturday, Thursday and Friday shall be the holidays. When Christmas Eve Day is on a Sunday and Christmas Day is on a Monday, Monday and Tuesday shall be the holidays.

Section 3. Whenever an employee is required to work on any holiday, they shall receive 1 ½ times the regular rate of pay for all such hours worked, in addition to their regular salary.

Shift work employees are entitled to holiday pay for shifts worked on the actual holiday.

Section 4. When a paid holiday falls on a scheduled day off or during the employee's vacation period, the employee shall receive 8 hours of holiday pay. For shift work employees, 1½ time holiday pay shall be payable on the day the shift commences on the day the holiday actually occurs.

Section 5. Initial employment probationary status employees cannot take floating holiday until the one-year probationary period has been successfully completed at which time the floating holiday is earned for the year in which the probationary period was completed. Floating holidays do not carry over. In the event of an employee with a hire date occurring in the timeframe of the last payroll of the year being run and the employee successfully completing the 1-year probation, the employee will be given a one-month extension from date of hire to take the floating holiday earned the first year. Thereafter, the employee must take floating holidays prior to the last payroll of the year being run or will lose the floating holiday.

ARTICLE 10. SHIFT DIFFERENTIAL

Section 1. Effective the first full pay period following the fully executed collective bargaining agreement, all employees shall be paid shift differential in the amount of \$2.00 per hour for hours worked between 6PM and 6 AM. This shall apply also to all call-outs under the same time frame.

ARTICLE 11. FIELD TRAINING OFFICER PAY

Section 1. Effective the first full pay period following the fully executed collective bargaining agreement, an Emergency Communications Specialist who is assigned Field Training Officer duties shall be compensated at the rate of \$2.00 per hour for all hours performing Field Officer Training duties for up to 12 weeks. Field Training Officer Pay may be extended beyond 12 weeks only when approved by supervisor.

ARTICLE 12. VACATIONS

Section 1. All full-time employees shall earn vacation time and shall be paid vacation leave benefits at their current pay rate.

Section 2. Vacation benefits shall accrue each pay period in accordance with the following schedule and in which pay period the employee has worked or been on earned leave at least 50% of the time:

Vacation accrual shall be as follows:

Completed Months Of Service:	Rate of Accumulation of Vacation Hours Per Pay Period:
0-59 months	3.077 hrs
60-119 months	4.616 hrs
120-179 months	6.154 hrs
180+ months	7.693 hrs

Effective the first full pay period following the fully executed collective bargaining agreement, newly hired employees will be limited to using a maximum of 40 hours of accrued compensatory and vacation time during their first year of employment.

Section 3. The Employer agrees to post vacation schedule request lists and the first choice of vacation scheduling shall be given on a seniority basis within each division of the department. Where a system of second choice of time is required, such choice shall also be based on the seniority system within each division. The Employer has the right to limit the number of personnel in each division and in each grade who can be on vacation at any given time as necessary to maintain adequate personnel complement for the division.

Section 4. No employee shall exceed 248 hours of vacation accumulation after December 31 (including bonus vacation). In the event an employee has an accumulation of 248 hours prior to December 31, the employee shall have all hours in excess of 248 converted to a contribution to their post-retirement health care savings plan (HCSP). This contribution may not exceed 50 hours and all additional hours shall be lost.

Section 5. All regular Emergency Communications Specialists and Emergency Management Coordinator who have accumulated 600 hours of sick leave shall be granted a bonus vacation and sick leave as set forth in Article 13, Sick leave.

ARTICLE 13. SICK LEAVE

Section 1. All full-time Emergency Communications Specialists, shall earn sick leave at the rate of 3.693 hours per pay period accumulated to an annual maximum of 1,000 working hours in which pay period the employee has worked or has been on earned leave at least 50% of the time.

Section 2. An employee may use sick leave for absences for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness.

- Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy or childbirth;
- Provide care for a family member as a result of medical, dental or optical examination or treatment.

Family member is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or Guardian.

Sick leave usage shall be subject to approval and verification by the Employer, and the employee may be required to furnish a report from a recognized physician or mental health authority satisfactory to the Employer attesting to the necessity of the leave and such other information as the Employer deems necessary to establish the employee's fitness for employment.

Section 3. Sick leave benefits shall be paid at the employee's current rate of pay.

Section 4. Bonus Vacation. All Emergency Communications Specialists and Emergency Management Coordinator shall earn 1.847 hours bonus vacation for any pay period in which the employee has not used sick leave, providing the beginning balance of sick leave is 600 hours or more.

Section 5. Bereavement Leave. Regular employees shall be allowed up to 3 shifts off with pay based on normal hours of shift assignment in case of death in the immediate family. Immediate family shall mean Domestic partner or Guardian, a brother, sister, son, daughter, father, mother, grandchild, grandparent or spouse of either the employee or the employee's spouse. 2 additional shifts maybe used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements.

Section 6. Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall receive as severance pay 75% of the employee's accumulated but unused sick leave from first day of county employment. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits, and shall be paid, at the employee's option, in 1 lump sum, or in a manner

mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment. The employee shall apply the 25% balance of unused sick leave to the employee's Post Health Care Savings Plan after all regular pay has been paid out.

Any payments made upon termination due to death will be paid in accordance with State and Federal Regulations. In the event of an active employee's death, 100% of his/her accrued sick leave shall be paid out to the surviving spouse or to the estate of the employee who has passed away.

An employee will not receive severance pay if:

- 6.1 The employee has less than 5 years of continuous service with Itasca County;
- or
- 6.2 The employee is terminated by the Employer for cause.

The maximum County payment for the 75% dollar value of an employee's accumulated unused sick leave (severance pay) shall be \$10,000. (That is, 75% of the employee's accumulated unused sick leave shall have a maximum value of \$10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 25% dollar value of an employee's accumulated unused sick leave which shall be deposited into the Employee's Post Health Care Savings Plan.

ARTICLE 14. LEAVE BENEFITS AND WORKER'S COMPENSATION BENEFITS

Section 1. The parties recognize that employees working in the Sheriff's Office and covered by this Agreement face a high potential for injury due to the nature of their employment. Such employee who in the ordinary course of employment and while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer, incurs a disabling injury while in performance of assigned duties shall be compensated in an amount equal to the difference between the employee's regular net rate of pay and benefits paid under Worker's Compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to 240 times the employee's regular hourly rate of pay per disabling injury. To be eligible for Worker's Compensation pursuant to this Section, the disabling injury must have been incurred while performing services for the County.

ARTICLE 15. SENIORITY

Section 1.

- 1.1 The Employer shall maintain seniority lists as of the effective date of this Agreement structured by each work classification to include and rank, in order of highest to lowest seniority, all regular full-time employees in the bargaining unit and will provide said list to the Union upon request.

Seniority standing shall be granted to all employees who have completed the required probationary period (12 months) and have attained regular full-time status with the department. The initial probationary period shall commence on the first day of employment with the department. Upon successful completion of the initial probationary period, seniority and anniversary date of each employee attaining regular full-time status shall revert back to the first day of employment. Seniority accrues from date of hire. Seniority freezes at date of leave of absence and unfreezes as of first day back to employment regardless if returned to work full or part time.

Any employee who is awarded a posting for another bargaining unit position in a different classification or pay grade, shall be subject to a trial period during which the Employer shall assess the employee's performance, abilities and competencies, and shall provide quarterly written assessments. If, within the first 6 months in the new position, the employee desires to return to their previous position, written notification to the Sheriff and the Union president shall be required, and the employee shall be re-assigned within 30 calendar days of the notice, if a position is open at that time. If no vacancy is available, the Sheriff shall ask the employee if they wish to return when the next available slot opens up in the employee's previous job classification and shall return the employee without the formal posting if the employee indicates a desire to return. If the Employer determines that the employee is not meeting standards of expectations, written notice shall also be provided of the re-assignment back to their previous position, and this action shall not be considered a reprimand, or a grievable action. The trial period for a transfer or promotion shall be 12 months.

An employee who is transferred or promoted to a position outside this bargaining unit shall maintain, but shall not accrue, additional classification seniority in classification(s) held by the employee within this bargaining unit, so long as the employee continued to be employed by Itasca County Sheriff's office.

- 1.2 There shall be three types of seniority established by the Agreement; they are:

- 1.21 Service Seniority, which shall be the total length of continuous service with the County as a regular employee. Regular employee is a member of the exclusively recognized bargaining unit as defined in the Article entitled “Recognition” who has completed the initial probationary period.
- 1.22 Department Seniority, which shall be the total length of service within the Sheriff’s Department.
- 1.23 Classification Seniority, which shall be the total length of service within a work classification.
- 1.3 Breaks in Seniority: An employee’s seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.
- 1.4 Regular part-time employees will accumulate seniority according to the hours actually worked.

Section 2.

Seniority shall determine the order of:

- 2.1 Layoff, which shall be by classification in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any other employee in any equal or lower ranked classification with less department seniority, provided that the employee who is exercising bumping rights shall be qualified to perform the duties of the classification into which he/she is bumping. Employees who have maintained classification seniority within this bargaining unit may exercise their seniority to bump back into a classification within this bargaining unit in the event of layoff from a position outside this unit. Employees shall be given a 14-day notice prior to being laid off. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference shall advise the Sheriff to the specific position into which the employee intends to bump.
- 2.2 Recall from lay-off, which shall be by classification within a department, in inverse order of layoff, provided, that, if an employee does not return to work within two weeks of recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and the Employer, he/she shall automatically have terminated his/her employment. An employee’s name shall be retained on the recall list for 2 years, at which time all rights to recall shall terminate.

- 2.3 Emergency, provisional, and limited term employees in the same classification shall precede regular employees in layoff. No new employees shall be hired in a work classification where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.

Section 3.

Within Grade Transfers - Posting of Vacancies - Prior to appointing any persons from outside the bargaining unit, all vacancies shall be posted for a minimum of 7 calendar days. Employees currently serving in the same job classification as the vacancy will submit in writing a request to the Sheriff to be appointed to the vacant position.

When training, work record, job performance and experience are equal, seniority shall prevail as the final determining factor in awarding the position.

ARTICLE 16. CLOTHING ALLOWANCE

Section 1. The Employer shall supply all clothing necessary in the execution of his/her duties to include uniform pants, shirt, tie, jacket and any additional uniform clothing necessary to carrying out the employee's duties.

ARTICLE 17. ELECTION DAYS

Section 1. Time off for voting will be as per MS 204C.04 or as amended.

ARTICLE 18. MILITARY RESERVE TRAINING

Section 1. In accordance with state and federal laws, any employee who is a member of any reserve component of the military forces of the United States required by official military orders or related authority to attend Military Reserve Training shall receive full wages at the employee's current base pay rate for the period of the active duty required for such training, not to exceed 15 calendar days.

ARTICLE 19. PAY PLAN

Section 1. The pay rates set forth on the attached schedules entitled Sheriff's Department Pay Plan are made a part of this Agreement, and shall apply for the duration of this Agreement, with effective dates as indicated on Addendum A, except as otherwise indicated in this Article. Employees in this bargaining unit shall receive effective 01/01/2022 a 2.00% increase; 01/01/2023 a 2.00% increase; 01/01/2024 a 2.65% increase.

Section 2. Compensation complies with the Itasca County Classification and Compensation Policy Section B(1); see Addendum A (Pay Plan).

Section 3. New employees who are considered so qualified by education or previous work experience may, with the recommendation of the department head and approval by the County Administrator, be started in a step higher than the first step of the pay grade, but no higher than step three.

Current employees who are offered a job change and have education or pre-county work experience for which they have not previously received credit may, with the recommendation of the department head and approval by the County Administrator, be started in a higher step on the pay grade.

The definition of an anniversary date shall be the first day of employment for any employee who has worked 12 months of continuous employment.

When an employee is promoted to a higher paid class within the bargaining unit, the employee shall be paid at the step in the higher class which is equal to or next higher than the employee's current pay, plus one step.

When an employee voluntarily accepts a demotion to a lower grade, the employee shall be paid at the step in the lower class which is equal to or next higher than the employee's current pay.

Section 4. The Employer agrees to comply with a cost-of-living increase on the basis of \$.02 per hour for each point of cost of living increase on all items of all cities on a quarterly basis (CPI-W). The increase shall be computed with respect to the Consumer Price Index as of January 1, 1975. The first effective date of any such increase shall be January 1, 1986. Such increase in cost of living shall be automatically implemented and enrolled in the employee's base rate.

Cost of living shall be frozen for the contract years 2022, 2023, 2024.

This clause will not be effective for the duration of this contract. Thereafter the clause will be automatically reinstated. The first cost of living adjustment will be applied using the same quarterly months and corresponding then current CPI figures for any adjustments as in the past.

ARTICLE 20. GROUP INSURANCE PROGRAM

Section 1. Eligibility

1.1 Active Employees

For the purpose of eligibility, any employee shall be eligible for hospital/medical insurance and life insurance coverages at the beginning date of employment, provided all necessary application forms have been filled out and signed by the employee. Any employee shall be eligible for dental insurance coverage on the first day of the month following the date of employment, provided all necessary application forms have been filled out and signed by the employee).

Regular employees, who have opted not to be covered by hospital/medical or dental insurance and later choose to be covered by same maybe covered by said insurance provided they are accepted by the insurance company.

Regular employees who are temporarily laid off for more than 30 days, or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premiums themselves during the period of such lay-off or leave of absence, or orders of temporary lay-offs. At the time of approved leaves of absence, or orders of temporary lay-offs, the County shall provide a written statement to the affected employee advising the employee of the status of the employee's insurance coverage during the period of absence. Upon returning to work, such employee need not re-establish eligibility.

Employees who leave Employer employment must have worked or used earned time equal to 50% of their work schedule for the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month. NOTE: However, life insurance is canceled at the end of the month in which the employee terminates employment.

Employees returning to work after authorized leave of absence without pay shall be required to work or use earned time equal to at least 50% of their work schedule for the calendar month in which such employee returns to work in order to be eligible for such Employer contributions for the next succeeding calendar month. Accrued earned leave (i.e. vacation, sick, comp) and holiday shall be considered such days so worked. Employees who voluntarily terminate such employment without due notice to the department head, unless such termination without notice is approved by the department head, shall forfeit all rights to such Employer contributions. Employees who are discharged for cause shall forfeit all rights to such Employer contributions.

Section 2. Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

Section 3. Retired Employees

3.1 Definition: Effective January 1, 2000, “retiree” or ‘to retire’ means leaving Itasca County employment at a time when the employee has at least 15 years of service in Itasca County employment and will be eligible for and begin PERA retirement annuity upon leaving the service of Itasca County. Provided, however, any employee on the payroll as of ratification of the 2000-2002 contract which is April 25, 2000, who does not have 15 years of service with Itasca County when retiring at a time when eligible for a PERA retirement annuity shall be exempt from the 15-year requirement.

3.2 Total Disability: For all regular employees, who qualify for a total disability pension under the eligibility stipulations set by the Minnesota Public Employees Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his/her dependents’ hospital/medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the labor contract.

Execution of this Agreement and any new changes in policy shall not in any way be interpreted to deny or forfeit any disabled retired employee’s right to continue under a previous agreement from which they have been entitled to insurance benefits. (For retiree coverage, see Section 7.)

Section 4. Coverage - Group Life Insurance

4.1 Active Employees. The Employer will provide and pay the entire premium for the present group life insurance in the amount of \$25,000.00 for each eligible employee, said insurance includes a double indemnity clause for Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense. All employer provided insurance and employee elected additional insurance will terminate upon employee leaving employment.

Section 5. Coverage - Group Hospital and Medical Insurance

5.1 Active Employees. Itasca County High Deductible Plan (Option 1) \$1,875/\$3750 in 2023 or Itasca County High Deductible Plan (Option 2) \$3,750/\$7,500 in 2023, both with a Health Savings Account (HSA) shall be the hospital medical insurance. Deductible both with a Health Savings Account (HSA) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in

future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The Employer will pay 80% of the annual deductible via an HSA contribution on the single or family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage while the Employee is enrolled in the Plan.

The County portion of the annual deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid-year.

Employees enrolled in County-sponsored health insurance plans who are ineligible for an HSA contribution shall have the option for the County portion of the annual deductible to be contributed to a VEBA (Voluntary Employee's Beneficiary Association).

The County portion of the annual deductible will be deposited to the HSA or VEBA accounts during the 1st payroll in January for employees who are enrolled in the health insurance plan for the year.

5.2 The employee shall have the option to elect either plan during an open enrollment period or when a qualified event occurs. The premium participation for said plans shall be 80% by the Employer and 20% by the employee.

5.3 The employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

5.4 In the event during the term of the Agreement the County Board elects to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital-medical insurance and dental insurance plans covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's and Union's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

Section 6 Coverage - Group Dental Insurance –

6.1 Active Employees Only. The Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent with maximum annual benefit of \$1,500 per person.

The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall pay 20% of the dependents' cost of said insurance.

The employee shall have the option to enroll in the program when newly eligible, or during an open enrollment period.

Section 7 Coverage - Group Hospital and Medical Insurance - Retired Employees.

7.1 Health insurance coverage provided for retirees shall be the Itasca County High Deductible (Option 1) (\$1,875/\$3750 in 2023) or Itasca County High Deductible (Option 2) (\$3,750/\$7,000), both with a Health Savings Account (HSA) or VEBA (Voluntary Employee's Beneficiary Association), or its equivalent. Deductible both with a Health Savings Account (HSA), or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency coverage cost shall be paid by the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible.

When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree unless or until their health insurance cap is exhausted.

7.2 For employees hired after January 1, 1998, the maximum County payment for retirement group insurance premiums shall not exceed \$10,000.

Section 8 - Insurance Advisory Committee

An Insurance Advisory Committee shall be established to examine the County's current medical insurance plan. The Committee shall be composed of 1 representative of Local 639.

The Committee may recommend changes in medical program to the County Board.

If the Committee recommendations call for changes in the structure of the medical plan, this contract shall be subject to reopening negotiations for medical benefits.

If the County Board deviates from the Committee recommendations, the agreement reopening negotiations for the medical plan is void.

Section 9 – Post Health Care Savings Plan

9.1 All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the Union pay plan (regular wages excludes callout pay, shift differential, meals, severance pay, overtime.

9.2 Effective the first payroll following the execution of this collective bargaining agreement, the employer shall contribute the equivalent of 1.25% of all wages into the Post Health Care Savings Plan each pay period after 1 year of employment effective on the employee's anniversary date of hire, or the next pay period.

ARTICLE 21. ADMINISTRATIVE REQUIREMENTS

Section 1. Pay Periods and Pay Dates. Payment of wages is made on a bi-weekly basis, with the pay date being every other Friday.

The pay period shall be a period of two consecutive weeks commencing at 12:01 a.m. Sunday of the first day of such period and ending at 11:59 p.m. on Saturday of said 2week period.

Section 2. Changes in employment status of regular employees shall be processed submitted to Human Resources in writing by the department head not less than 10 regular working days before the end of the pay period for which such changes become effective; otherwise, reflection of such changes in employment status will be delayed until the next ensuing pay period.

Section 3. Time for Filing Payroll Deduction Authorization or Discontinuance. Any requests for added payroll deductions or changes in payroll deductions must be submitted in writing to the county auditor by the employee concerned not later than 10 days before the end of the pay period for which such deduction or change is effective.

Section 4. Jury Duty. Whenever any employee is called for jury duty, they shall receive their hourly rate for their hours lost, up to the end of their assigned shift. The compensation for jury duty be paid to the fund from which the employee is paid. Employees are required to submit to the County Auditor's Office their daily stipend received for their jury duty service. However, mileage received from the Courts can be kept by the employee.

ARTICLE 22. LEAVES OF ABSENCE

Section A. All requests for a leave of absence shall be submitted in writing by the employee to the employee's supervisor as soon as the need for such leave is known.

Section B. Parenting Leave: Eligible employees shall be entitled to up to 12 weeks of parenting leave in accordance with State Statute and the Itasca County Personnel Policy.

Any leave taken under this section shall reduce the length of leave for which the employee and spouse are eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Section C. Family and Medical Leave Act: Family and Medical Leave Act leave shall be available to eligible employees in accordance with the Itasca County Family and Medical Leave Act policy as adopted by the Employer.

Section D. Extended Leave: After an employee has used all accumulated earned leave and any available FMLA protected leave on a consecutive basis, the employee shall be granted a leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed six months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

Section E. Personal Leave of Absence:

1. A leave of absence without pay may be granted by the department head for a period not to exceed 10 days in each calendar year.
2. A leave of absence in excess of 10 working days may be granted by the County Administrator.
3. No leaves of absence shall be granted for an employee to engage in other employment.

ARTICLE 23. DRUG AND ALCOHOL TESTING

The provisions of the Itasca County drug and alcohol testing policy as set forth in the Itasca County Personnel Policy are incorporated herein by reference the same as if fully set forth in this Article. However, any employee submitting to a urinalysis test shall have the right to have a portion of the sample sent to another lab at his/her own expense.

ARTICLE 24. TRAINING TIME

Attendance at department-mandated training shall be paid time. For employees holding a full-time or part-time peace officer license required for their position, up to 24 hours per year of attendance at state-mandated training necessary to maintain the employee's license certification shall be paid time. The schedule of training attendance shall be subject to the sheriff's approval. Paid training time shall count as hours worked for purposes of computing overtime eligibility under Article 8.

ARTICLE 25. MILITARY LEAVE POOL

Local 639 employees may voluntarily donate vacation, in one-half day increments (4 hours), to a Local 639 Military Leave Pool with usage limited to Local 639 members.

Itasca County may pay to each employee who is an eligible member of the national guard or other reserve component of the armed forces of the United States an amount equal to the difference between the member's basic active duty military salary and the salary the member would be paid as an active County employee, including any adjustments the employee would have received if not on leave of absence.

Payment may be made only to a person whose basic active duty military salary is less than the salary the person would be paid as an active County employee. Reimbursement will be based on the employee's regular work week.¹ Payments will be made at the intervals at which the employee received pay as a County employee. Back pay authorized by this policy may be paid in a lump sum.

Payment under this Policy must not exceed beyond four years from the date the employee was ordered to active service, plus any additional time the employee may be legally required to serve OR until the MLP is depleted—whichever occurs first.²

¹ No reimbursement beyond the normal work week, i.e. employee normally works 42.75 hours/week, reimbursement will be based on 42.75 hours/week.

² The value of the pool will be established by actual count of hours donated and the actual value corresponding to those hours. i.e. If Employee A donates 4 hours of vacation and A's pay is \$50/hour and Employee B donates 8 hours of vacation and B's pay is \$100/hour then the value of the pool is 12 hours with a \$1000 value.

Employee share of state, federal (including FICA) taxes and PERA will be paid from the Military Leave Pool.

Contributions to the Military Leave Pool must be submitted on January 1 or upon depletion of the Military Leave Pool to Payroll and shall be recorded on the Local 639 Employee's Military Leave Donation form during each year in January or during the occurring month of donation. To submit donated contribution, complete the Payroll form.⁴

One-time exception to the January 1st submission is granted to Payroll for purposes of organizing and activating the MLP.

This policy provides for retroactive payments to Itasca County employees called to unpaid military leave as of 09/11/2001.⁵

Employees on unpaid military leave who wish to receive contributions from the Military Leave Pool AND who have used all of their vacation and comp time balances⁶ must submit written request with documentation of current military salary to Courthouse or Human Services Payroll.⁷

The rate paid out will be subtracted from the value of the pool. i.e. If Employee P receives \$1/hour difference (P makes \$9 in the military and \$10 at the County) and is gone for 25 work days or 200 work hours, then \$200 is taken from the MLP and the MLP new balance is \$800.

³ Per 11/07/2001 Steve Fecker letter "Lacking an express statutory grant of authority to provide supplemental pay or benefits to employees called up to active military duty, with the exception of the 15 day paid leave provided under MS 192.26, counties are without authority to provide supplemental pay or benefits."

⁴Payroll will create the necessary forms.

⁵Presumes the MLP is available for future military leaves even after Operation Enduring Freedom has concluded. If MLP was set up specifically for Operation Enduring Freedom, what does the Board and/or employees want to do with any fund balance after Operation Enduring Freedom concludes?

⁶This presumes the Board wants to mandate the use of vacation and comp time before giving Military Leave Pool donations.

⁷Does the Board want to accept a request from other "immediate family member", how will that be defined? And what liability goes with that? I.e. estranged spouse submits request

⁸Language addresses those who may be on local duty with time available to work.

Employees receiving contribution from the Military Leave Pool will NOT be eligible for County-paid insurance benefits. ³

Employees on military leave with orders to serve military time in the local area (within Itasca County geographical boundaries) must fulfill 40 hours working for the military and/or the County in order to be eligible to draw from the MLP.⁸

Employees on military leave with orders to serve military time outside of the local area (outside of Itasca County geographical boundaries) must serve 40 hours working for the military in order to be eligible to draw from the MLP.

ARTICLE 26. SEPARABILITY

Section 1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of the Agreement are separable, and, if any phrase, clauses, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with Minnesota State Law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

The Employer and the Union agree that they will meet within a 30 day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 27. TERM OF AGREEMENT

Except as otherwise provided, this Agreement shall be in full force and effect from January 1, 2022, to December 31, 2024, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least 60 days prior to December 31 that it desires to modify or terminate this Agreement. The present contract shall remain in force in the event settlement for the ensuing contract year has not been reached at the time this contract expires.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 2023.

**FOR: LOCAL NO. 639, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES**

FOR: COUNTY OF ITASCA

Union Representative

County Board Chair

Union Staff Representative

Brett Skyles
County Administrator

Date: _____

ADDENDUM A-PAY PLAN

01/01/2022 639 ANNUAL PAY PLAN 2.00% on 2021 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		
GRADE 8	\$23.00	\$23.83	\$24.70	\$25.60	\$26.47	\$27.40	\$28.29	\$29.60	Emerg Commun Specialist	GRADE 8
GRADE 9	\$23.64	\$24.50	\$25.40	\$26.32	\$27.19	\$28.16	\$29.08	\$30.42	Emerg Management Coord	GRADE 9

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

01/01/2023 639 ANNUAL PAY PLAN 2.00% on 2022 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		
GRADE 8	\$23.46	\$24.31	\$25.19	\$26.11	\$27.00	\$27.95	\$28.86	\$30.19	Emerg Commun Specialist	GRADE 8
GRADE 9	\$24.11	\$24.99	\$25.91	\$26.85	\$27.73	\$28.72	\$29.66	\$31.03	Emerg Management Coord	GRADE 9

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

01/01/2024 639 ANNUAL PAY PLAN 2.65% on 2023 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		
GRADE 8	\$24.08	\$24.95	\$25.86	\$26.80	\$27.72	\$28.69	\$29.62	\$30.99	Emerg Commun Specialist	GRADE 8
GRADE 9	\$24.75	\$25.65	\$26.60	\$27.56	\$28.46	\$29.48	\$30.45	\$31.85	Emerg Management Coord	GRADE 9

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

ADDENDUM B-RETIREE INSURANCE

The parties have agreed to place any agreed upon language interpreting the provisions in the Agreement relating to retirees into this Appendix.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 6, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3118

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Janet Borth

AGENDA ITEM:

2023-2024 Memorandums of Agreement - Holiday Modifications for Multiple Collective Bargaining Agreements

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures for Memorandums of Agreement to add Juneteenth as a holiday and change the name of Columbus Day holiday to Indigenous People's Day (in applicable contracts) for the following collective bargaining agreements: Attorney Employees' Association, Local 580, Local 1452, Local 1626, Local 639, Local 320 (Probation and former ICEA groups), ICMA, ICHHSSA, and ICCEA.

BACKGROUND:

Recently passed Minnesota legislation requires all collective bargaining agreements that cite "Christopher Columbus Day" be amended to cite "Indigenous People's Day." Also, recent legislation moved up the effective date for Juneteenth, June 19, 2023, to be recognized as a state holiday. Given that official business cannot be transacted nor can civil process be served on state holidays, it is recommended that Juneteenth be added to collective bargaining agreements as an additional paid/recognized County holiday effective for 2023 and 2024.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Compiled MOU's ready for Board Approval 06062023
2. MOU Holiday Modifications - AEA FULLY EXECUTED
3. MOU Holiday Modifications - Local 580 FULLY EXECUTED
4. MOU Holiday Modifications - Local 1452 FULLY EXECUTED
5. MOU Holiday Modifications - Local 1626 FULLY EXECUTED
6. MOU Holiday Modifications - Local 639 FULLY EXECUTED
7. MOU Holiday Modifications - Local 320 Probation FULLY EXECUTED
8. MOU Holiday Modifications - Local 320 ICEA FULLY EXECUTED
9. MOU Holiday Modifications - ICMA FULLY EXECUTED
10. MOU Holiday Modifications - ICHHSSA FULLY EXECUTED
11. MOU Holiday Modifications - ICCEA FULLY EXECUTED

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

MEMORANDUM OF AGREEMENT
Between the County of Itasca and
Itasca County Attorney Employees' Association
(Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and Itasca County Attorney Employees Association (hereafter "the Association").

WHEREAS, the County and the Association are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Association has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

NOW, THEREFORE, the parties have agreed to amend Article 9 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect. The parties recognize that this Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 9 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the County of Itasca

Dated _____

For the Union

Heather Ray

Dated 5-26-23

MEMORANDUM OF AGREEMENT
Between the County of Itasca and
Itasca County AFSCME Council 65 Local 580
(Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and AFSCME Council 65 Local 580 (hereafter "the Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

NOW, THEREFORE, the parties have agreed to amend Article 7 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect. The parties recognize that this Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 7 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

COUNTY OF Itasca County

By: _____
Burl Ives
County Board Chair

By: _____
Brett Skyles
Administrator

Dated: _____

Local 580

By: Elyse A. Whiting
Its: President

By: Troy Bank
Its: COO STAFF REP.

Dated: 5/31/2023

MEMORANDUM OF AGREEMENT

**Between the County of Itasca and
The American Federation of State, County and Municipal Employees
(AFSCME), Council 65, Local 1452
(Road and Bridge Unit)**

(Juneteenth 2023 and 2024 and Indigenous Peoples Day)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and the American Federation of State, County and Municipal Employees (AFSCME), Council 65, Local 1452 (hereafter "the Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those Road and Bridge employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

WHEREAS, the State of Minnesota requires that all existing collective bargaining agreements referencing Columbus Day as a holiday shall revise such reference to Indigenous Peoples Day; and

NOW, THEREFORE, the parties have agreed to amend Article 7, Section 1 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

IT IS FURTHER AGREED THAT, the reference to Columbus Day in the collective bargaining agreement is hereby revised to identify the holiday as Indigenous Peoples Day.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024 at which time it will be of no further force or effect except that the reference to Indigenous Peoples Day rather than Columbus Day will continue forward as required by law. The parties recognize that the Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 7 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

COUNTY OF Itasca County

Local 1452

By: _____
Burl Ives
County Board Chair

By: _____
Its: _____

By: _____
Brett Skyles
Administrator

By: Troy Bantz
Its: COS STAFF Rep.

Dated: _____

Dated: 5/31/2023

MEMORANDUM OF AGREEMENT
Between the County of Itasca and
Itasca County AFSCME Council 65 Local 1626
(Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and AFSCME Council 65 Local No. 1626 (hereafter "the Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

NOW, THEREFORE, the parties have agreed to amend Article 7 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect. The parties recognize that this Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 7 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

COUNTY OF Itasca County

Local 1626

By: _____
Burl Ives
County Board Chair

By: _____
Its: _____

By: _____
Brett Skyles
Administrator

By: TROY ZACH
Its: CGS STAFF REP.

Dated: _____

Dated: 5/31/2023

MEMORANDUM OF AGREEMENT

Between the County of Itasca and Itasca County AFSCME Local No. 639 (Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter “the County”) and AFSCME Council 65 Local No. 639 (hereinafter “the Union”).

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2019, to December 31, 2021, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

WHEREAS, the State of Minnesota requires that all existing collective bargaining agreements referencing Columbus Day as a holiday shall revise such reference to Indigenous Peoples Day; and

NOW, THEREFORE, the parties have agreed to amend Article 9, Section 1 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

IT IS FURTHER AGREED THAT, the reference to Columbus Day in the collective bargaining agreement is hereby revised to identify the holiday as Indigenous Peoples Day.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect except that the reference to Indigenous Peoples Day rather than Columbus Day will continue forward as required by law. The parties recognize that the Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 9 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

COUNTY OF Itasca County

Local 639

By: _____

Burl Ives
County Board Chair

By: _____

Its: _____

By: _____

Brett Skyles
Administrator

By: Troy Barch

Its: COS STAFF REP.

Dated: _____

Dated: 5/31/2023

MEMORANDUM OF AGREEMENT

Between the County of Itasca and
Itasca County Minnesota Teamsters Local No. 320 (Probation
Officers)

(Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 30 (Probation Officers) (hereafter "the Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

NOW, THEREFORE, the parties have agreed to amend Article 8 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

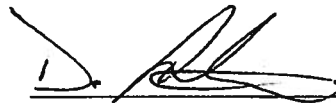
The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect. The parties recognize that this Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 8 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the County of Itasca

Dated _____

For the Union

 _____

Dated 5/31/23

MEMORANDUM OF AGREEMENT

Between the County of Itasca and Itasca County Managers Association (Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and Itasca County Managers Association (hereafter "the Association").

WHEREAS, the County and the Association are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Association has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

NOW, THEREFORE, the parties have agreed to amend Article 8 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect. The parties recognize that this Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 8 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the County of Itasca

For the Association

Betty Rauer, President, ICMA

Dated _____

Dated 5-30-23

MEMORANDUM OF AGREEMENT

Between the County of Itasca and Itasca County Health and Human Services Supervisors Association (Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and Itasca County Health and Human Services Supervisors Association (hereafter "the Association").

WHEREAS, the County and the Association are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Association has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

NOW, THEREFORE, the parties have agreed to amend Article 7 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect. The parties recognize that this Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 7 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the County of Itasca

For the Association

Dated _____

Dated 5/30/23

MEMORANDUM OF AGREEMENT

Between the County of Itasca and Itasca County Confidential Employees' Association (Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and Itasca County Confidential Employees' Association (hereafter "the Association").

WHEREAS, the County and the Association are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Association has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

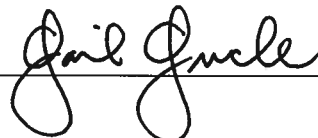
NOW, THEREFORE, the parties have agreed to amend Article 7 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect. The parties recognize that this Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 7 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the County of Itasca

For the Union



Dated _____

Dated 5/26/23

MEMORANDUM OF AGREEMENT

Between the County of Itasca and

Minnesota Teamsters Local 320

(Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and Minnesota Teamsters Local 320 (hereinafter "the Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2019, to December 31, 2021, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

WHEREAS, the State of Minnesota requires that all existing collective bargaining agreements referencing Columbus Day as a holiday shall revise such reference to Indigenous Peoples Day; and

NOW, THEREFORE, the parties have agreed to amend Article 8, Section 1 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

IT IS FURTHER AGREED THAT, the reference to Columbus Day in the collective bargaining agreement is hereby revised to identify the holiday as Indigenous Peoples Day.

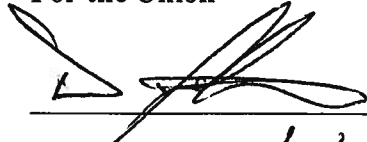
The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect except that the reference to Indigenous Peoples Day rather than Columbus Day will continue forward as required by law. The parties recognize that the Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 8 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the County of Itasca

Dated _____

For the Union



Dated 6/1/23

MEMORANDUM OF AGREEMENT
Between the County of Itasca and
Itasca County Attorney Employees' Association
(Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and Itasca County Attorney Employees Association (hereafter "the Association").

WHEREAS, the County and the Association are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

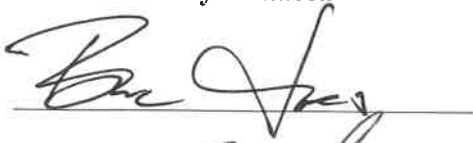
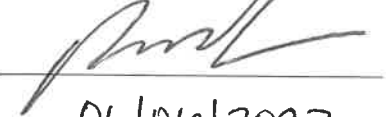
WHEREAS, the County has offered, and the Association has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

NOW, THEREFORE, the parties have agreed to amend Article 9 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect. The parties recognize that this Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 9 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

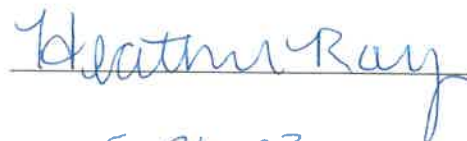
This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the County of Itasca


Dated 
06/06/2023

4091455v1

For the Union


Dated 5-26-23

MEMORANDUM OF AGREEMENT
Between the County of Itasca and
Itasca County AFSCME Council 65 Local 580
(Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and AFSCME Council 65 Local 580 (hereafter "the Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

NOW, THEREFORE, the parties have agreed to amend Article 7 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect. The parties recognize that this Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 7 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

COUNTY OF Itasca County

By: _____

Burl Ives

County Board Chair

By: _____

Brett Skyles

Administrator

Dated: 06/06/2023

Local 580

By: _____

Its: President

By: _____

Its: CO'S STAFF Rep.

Dated: 5/31/2023

MEMORANDUM OF AGREEMENT

**Between the County of Itasca and
The American Federation of State, County and Municipal Employees
(AFSCME), Council 65, Local 1452
(Road and Bridge Unit)**

(Juneteenth 2023 and 2024 and Indigenous Peoples Day)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and the American Federation of State, County and Municipal Employees (AFSCME), Council 65, Local 1452 (hereafter "the Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those Road and Bridge employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

WHEREAS, the State of Minnesota requires that all existing collective bargaining agreements referencing Columbus Day as a holiday shall revise such reference to Indigenous Peoples Day; and

NOW, THEREFORE, the parties have agreed to amend Article 7, Section 1 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

IT IS FURTHER AGREED THAT, the reference to Columbus Day in the collective bargaining agreement is hereby revised to identify the holiday as Indigenous Peoples Day.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024 at which time it will be of no further force or effect except that the reference to Indigenous Peoples Day rather than Columbus Day will continue forward as required by law. The parties recognize that the Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 7 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

COUNTY OF Itasca County

By: 

Burl Ives

County Board Chair

By: 

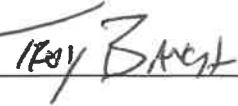
Brett Skyles

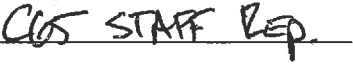
Administrator

Local 1452

By: 

Its: 

By: 

Its: 

Dated: 06/06/2023

Dated: 5/31/2023

MEMORANDUM OF AGREEMENT
Between the County of Itasca and
Itasca County AFSCME Council 65 Local 1626
(Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and AFSCME Council 65 Local No. 1626 (hereafter "the Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

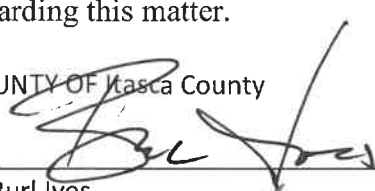
WHEREAS, the County has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

NOW, THEREFORE, the parties have agreed to amend Article 7 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect. The parties recognize that this Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 7 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

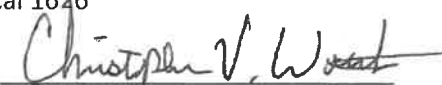
COUNTY OF Itasca County

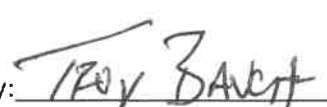
By: 
Burl Ives
County Board Chair

By: 
Brett Skyles
Administrator

Dated: 06/06/2023

Local 1626

By: 
Its: President

By: 
Its: CGS STAFF REP.

Dated: 5/31/2023

MEMORANDUM OF AGREEMENT

Between the County of Itasca and Itasca County AFSCME Local No. 639 (Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter “the County”) and AFSCME Council 65 Local No. 639 (hereinafter “the Union”).

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2019, to December 31, 2021, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

WHEREAS, the State of Minnesota requires that all existing collective bargaining agreements referencing Columbus Day as a holiday shall revise such reference to Indigenous Peoples Day; and

NOW, THEREFORE, the parties have agreed to amend Article 9, Section 1 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

IT IS FURTHER AGREED THAT, the reference to Columbus Day in the collective bargaining agreement is hereby revised to identify the holiday as Indigenous Peoples Day.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect except that the reference to Indigenous Peoples Day rather than Columbus Day will continue forward as required by law. The parties recognize that the Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 9 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

COUNTY OF Itasca County

By: 

Burl Ives

County Board Chair

By: 

Brett Skyles

Administrator

Dated: 06/06/2023

Local 639

By: 

Its: PRESIDENT 639

By: 

Its: COS STAFF REP.

Dated: 5/31/2023

MEMORANDUM OF AGREEMENT

Between the County of Itasca and Itasca County Minnesota Teamsters Local No. 320 (Probation Officers)

(Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 30 (Probation Officers) (hereafter "the Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

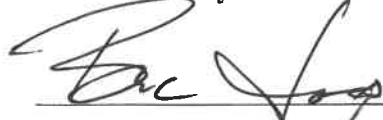
WHEREAS, the County has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

NOW, THEREFORE, the parties have agreed to amend Article 8 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect. The parties recognize that this Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 8 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the County of Itasca



Dated  _____

4091455v1

06/06/2023

For the Union



Dated 5/31/23 _____

MEMORANDUM OF AGREEMENT

Between the County of Itasca and

Minnesota Teamsters Local 320

(Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and Minnesota Teamsters Local 320 (hereinafter "the Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2019, to December 31, 2021, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

WHEREAS, the State of Minnesota requires that all existing collective bargaining agreements referencing Columbus Day as a holiday shall revise such reference to Indigenous Peoples Day; and

NOW, THEREFORE, the parties have agreed to amend Article 8, Section 1 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

IT IS FURTHER AGREED THAT, the reference to Columbus Day in the collective bargaining agreement is hereby revised to identify the holiday as Indigenous Peoples Day.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect except that the reference to Indigenous Peoples Day rather than Columbus Day will continue forward as required by law. The parties recognize that the Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 8 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the County of Itasca


Dated 06/06/2023

For the Union


Dated 6/1/23

MEMORANDUM OF AGREEMENT

Between the County of Itasca and Itasca County Managers Association (Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and Itasca County Managers Association (hereafter "the Association").

WHEREAS, the County and the Association are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Association has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

NOW, THEREFORE, the parties have agreed to amend Article 8 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect. The parties recognize that this Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 8 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

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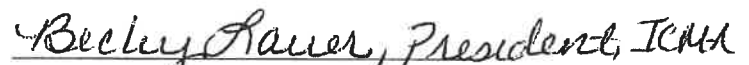
For the County of Itasca



Dated 
06/06/2023

4091455v1

For the Association



Dated 5-30-23

MEMORANDUM OF AGREEMENT

Between the County of Itasca and Itasca County Health and Human Services Supervisors Association (Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and Itasca County Health and Human Services Supervisors Association (hereafter "the Association").

WHEREAS, the County and the Association are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Association has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

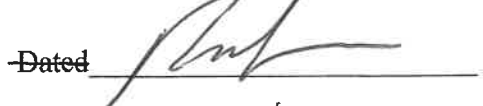
NOW, THEREFORE, the parties have agreed to amend Article 7 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect. The parties recognize that this Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 7 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the County of Itasca



Dated 
06/06/2023

4091455v1

For the Association



Dated 5/30/23

MEMORANDUM OF AGREEMENT

Between the County of Itasca and Itasca County Confidential Employees' Association (Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and Itasca County Confidential Employees' Association (hereafter "the Association").

WHEREAS, the County and the Association are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2022, to December 31, 2024, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Association has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

NOW, THEREFORE, the parties have agreed to amend Article 7 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect. The parties recognize that this Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 7 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

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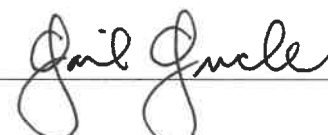
For the County of Itasca



Dated 
06/06/2023

4091455v1

For the Union



Dated 5/26/23



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 6, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3110

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Greg Stoltz

AGENDA ITEM:

Contract Renewal for Demolition and Tire Hauling

BOARD ACTION REQUESTED:

Approve the contract renewal with Maasch Construction, Inc. for demolition and tire hauling services from June 21, 2023 through June 20, 2028.

BACKGROUND:

Maasch Construction Inc. has asked the Environmental Services Department (ESD) to extend their current contract for Hauling Demolition and Tires from Itasca County Outlying Canister Sites for another 5 years.

The current contract ends on June 20 2023 and allows the contractor the option to extend the contract if mutually agreed upon between the contractor and the county. Maasch Construction Inc. has agreed to continue the hauling at the original cost of \$49.95 per ton. Maasch is current with all insurance requirements.

ESD and Maasch Construction Inc. have worked well together for the past 5 years. ESD feels extending the contract for 5 more years is a benefit to the county.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Service Contract
2. Indemnification & Insurance Exhibit B
3. 2023 Demolition Contract

06/06/2023

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 06/13/2023 2:30 PM
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County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS SERVICE CONTRACT, made this 21st day of June 2023, by and between the County of Itasca, herein called the “County,” and Maasch Construction, a corporation organized and existing under the laws of the State of Minnesota located at 19450 County Road 10 Warba MN, 55793 herein called the “Contractor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Contractor, subject to the conditions, hereinafter set forth, the County shall purchase *Demolition and Tire Hauling Services* from said Contractor, upon terms and at the agreed price, and the Contractor shall perform said services all in accordance with the specifications of County as set forth in the “*Agreement for Demolition & Tire Hauling*” attached to this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from June 21, 2023, to June 20, 2028, inclusive. The Contract may be extended if provided for in the “*Agreement for Demolition & Tire Hauling*.”

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the “*Agreement for Demolition & Tire Hauling*” attached hereto and made a part hereof and marked “*Agreement for Demolition & Tire Hauling*.”

E.1 CONTRACT AMOUNT

E.1.1 This Agreement, when fully completed and fulfilled on the part of said Contractor to the satisfaction of the County or its duly authorized agent, is estimated to be \$300,000 for the current term.

F.1 INCREASE

- F.1.1 No increases to the above said Contract amount will be allowed to the Contractor during the term of this Contract unless provided for in the “*Agreement for Demolition & Tire Hauling*” or mutual agreement of the parties.

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Contractor as services are performed to the satisfaction of the County, or its duly authorized agent, as indicated in the “*Agreement for Demolition & Tire Hauling*” Payment terms of this Contract are Net 30.

H.1 GUARANTEE

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

I.1 BOND

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

J.1 INSURANCE

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

policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

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

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

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

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Contractor 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 the Contractor. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

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

Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

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

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

J.1.8 Indemnification Clause

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

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will always 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 Contractor to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

Contractor further agrees the minimum requirements set forth above shall always 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 Contractor 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 Contractor to perform as specified in the *“Agreement for Demolition & Tire Hauling”*, or to the reasonable satisfaction of County, upon notification to Contractor.

M.1 ASSIGNMENT

- M.1.1 Contractor shall not enter 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 Contractor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

- N.1.1 Contractor 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 Contractor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Contractor’s obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

- O.1.1 Contractor 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 Contractor is responsible.

P.1 RECORDS AUDITING AND RETENTION

- P.1.1 Contractor's books, records, documents, papers, accounting procedures and practices, and other evidence 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 evidence 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. The Contractor agrees to maintain such evidence 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 an authorized representative of the County and Contractor.

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 Contractor has hereunto set its hand.

Dated this _____ day of _____, 2023.

Maasch Construction.

COUNTY OF ITASCA, MINNESOTA

By: _____

By: _____

Its _____

Itasca County Board Chairperson

By: _____

Itasca County Administrator

APPROVED AS TO FORM & EXECUTION

By: _____

Itasca County Attorney

The provisions appearing below reflect the County Board approved minimum requirements for insurance and indemnification purposes. These provisions are to be incorporated into your contract document or attached as exhibit to the contract setting forth the minimum insurance and indemnification requirements for any county contract.

INDEMNIFICATION AND INSURANCE

- A. CONTRACTOR agrees to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of CONTRACTOR, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said CONTRACTOR to perform fully, in any respect, all obligations under this contract.
- B. CONTRACTOR agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

- a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

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

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

- c. Workers' Compensation and Employer's Liability:
- Statutory Limits
- If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

- d. Employer's Liability
- Bodily injury by:
- | | |
|--------------------------|---------------|
| Accident - Each Accident | <u>Limits</u> |
| | \$500,000 |

Exhibit B

Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required aggregate insurance amounts.

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

CONTRACTOR shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with COUNTY to the attention of: Diane Nelson, Itasca County Environmental Services, 123 NE 4th St., Grand Rapids, MN 55744. The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,
 2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.
- C. CONTRACTOR also agrees that any contract let by CONTRACTOR for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for ; (2) require the Contractor to provide and maintain insurance in accordance with the following:

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

	<u>Limits</u>
1. Bodily Injury by Accident, each accident	\$500,000
2. Bodily Injury by Disease, policy limit	\$500,000
3. Bodily Injury by Disease, each employee	\$500,000

Note: all states endorsement is required if Contractor is domiciled outside the State of Minnesota.

- b. Commercial General and Automobile Liability Insurance:

	<u>Limits</u>
1. Commercial General Liability: Combined Bodily Injury and Property Damage	

Exhibit B

Each Occurrence Limit	\$1,500,000
General Aggregate Limit	\$3,000,000
Products - Completed Operations	
Aggregate Limit	\$3,000,000
Personal and Advertising Injury Limit	\$1,500,000

Coverages above shall also include:

Premises - Operations
Contractual Liability (including oral and written contracts)
Explosion, Collapse, Underground Property Damage
(XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:
Combined Bodily Injury and Property Damage:
 Each Occurrence Limit \$1,500,000

The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of CONTRACTOR'S Subcontractor(s) to purchase additional insurance that may be necessary for the project.

- D. **CONTRACTOR 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.**
- E. In addition to any other rights contained herein the County reserves the right to terminate, suspend or rescind this contract if the Contractor is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County upon written request.

AGREEMENT FOR DEMOLITION AND TIRE HAULING FROM THE ITASCA COUNTY OUTLYING CANISTER SITES

This Agreement for Demolition & Tire Hauling from Itasca County Outlying Canister Sites “*Agreement*” is made and entered into this 21st day of June 2023 “*Effective Date*” between Itasca County, Minnesota “*County*” and Maasch Construction Inc. “*Contractor*”.

RECITALS

WHEREAS, the County owns facilities “*Canister Sites*” consisting of 13 properties located around Itasca County for the sole purpose of receiving and collecting MSW and other forms of waste “*Materials*” from residents of Itasca County.

WHEREAS, the County desires to enter into an Agreement with Contractor for the purpose of hauling demolition and tires from the Canister Sites “*Services*” to the Itasca County Transfer Station as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter contained the Parties hereby agree to as follows:

SECTION 1: Term of Agreement.

- 1.1 The term of this Agreement shall be for five years, commencing on June 21, 2023 and extending through June 20, 2028. Thereafter, this Agreement may be extended or renewed upon mutual agreement of the parties in writing. Notwithstanding the foregoing, this Agreement may be terminated for cause pursuant to Section 2.

SECTION 2: TERMINATION / DEFAULT.

- 2.1 In the event either party to the Agreement shall be in breach of any of the provisions of this Agreement, the non-breaching party shall provide notice to the breaching party and breaching party shall have thirty (30) business days upon receipt of written notice, to correct the breach. If the breaching party fails to cure such breach within thirty (30) business days, or such other reasonable period of time as permitted by the non-breaching party, the non-breaching party may terminate this Agreement upon written notice of at least ninety (90) days to the breaching party.

SECTION 3: COUNTY’S OBLIGATIONS.

- 3.1 County agrees to procure and maintain at County’s sole expense, all necessary permits and licenses required by applicable law for the performance of work under this Agreement, including, but not limited to, any permits required from the Minnesota Pollution Control Agency “*MPCA*”. County shall be responsible for the Canister Sites compliance with any applicable permits, including the operating permits and any future permits needed.
- 3.2 County will be responsible for any tipping fees associated with the Contractor performing the work described in this agreement.

- 3.3 County will be responsible for road access conditions at the site as well as maintaining the demolition and tire containment areas.
- 3.4 County shall be solely responsible for any/all future costs for engineering, legal and other like activities associated with any future modifications or future applications to any federal, state or local agency with appropriate jurisdiction affecting the demolition site.
- 3.5 County shall be responsible for paying the MN Solid Waste Management Tax to the Department of Revenue.
- 3.6 County agrees to pay the Contractor, for hauling of the tires and demolition, each time an invoice is submitted.
- 3.7 County agrees to pay Contractor a fuel surcharge of 5% if fuel prices exceed \$5.00 per gallon.

SECTION 4: CONTRACTOR'S OBLIGATIONS.

- 4.1 Contractor shall remove tires and demolition as needed and be solely responsible for the employment of sufficient numbers of personnel in a manner that will ensure the smooth loading and will not unreasonably delay the operations of the Canister Sites.
- 4.2 Contractor shall weigh each of the haul items when arriving at the Itasca County Transfer Station.
- 4.3 Contractor will comply with indemnification and insurance requirements as outlined in Exhibit B and provide a current Certificate of Insurance to the County listing Itasca County as a Certificate holder.
- 4.4 Contractor must ensure that all equipment used during the hauling meets Minnesota DOT requirements during the transportation of the demolition and tires.
- 4.5 Contractor shall take all reasonable safety precautions with respect to its employees, Canister Site employees and public during the loading and unloading of materials.
- 4.6 In the event the demolition is contaminated, the Contractor, through its employees, will do their best to remove any contaminants from the demolition so not to contaminate the demolition landfill at the Itasca County Transfer Station.

SECTION 5: INSURANCE.

- 5.1 Contractor agrees that it will always during the term of this Agreement keep in full force and effect the following insurance protection in the limits specified in Exhibit B
- 5.2 Certificates of insurance shall be provided to the County prior to commencement of the services under this Agreement. These certificates shall contain a provision that coverages afforded under the policies shall not be canceled until thirty (30) days prior written notice has been given to the County.

SECTION 6: Indemnification.

- 6.1 The Contractor and County each agrees to indemnify, hold harmless and defend the other Party (including each of their respective affiliates, parents and subsidiaries from and against any claim arising in whole or in part as a result of any violation of applicable law, breach of any provision, warranty or representation in this Agreement or any negligent or willful act or omission of such party, its employees or subcontractors in the performance of this Agreement, including any suits or actions brought against each other for or on account of, any injuries or damages received, sustained, or occasioned by or on account of negligent acts or omissions of either the Contractor or the County, their servants, subcontractors or agents incurred in the performance of this Agreement.
- 6.2 Notwithstanding anything contained herein to the contrary, neither party shall be liable to the other for any incidental, special, punitive, or consequential damages.

SECTION 7: MISCELLANEOUS.

- 7.1 Contractor and the County, each of its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with Applicable Law including all existing laws and laws which may be enacted by the federal, state, and local governments.
- 7.2 Contractor is prohibited from assigning, transferring, or otherwise disposing of this Agreement, or its rights, title or interest therein, or its power to execute such Agreement to any other person, agent, broker, company or corporation without the expressed written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Contractor may subcontract the performance, or portions of the performance, of this Agreement to subcontractors that are properly licensed to perform the services
- 7.3 Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.
- 7.4 This Agreement shall be interpreted under and governed by the laws of the State of Minnesota.
- 7.5 Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the Parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.
- 7.6 In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Agreement the prevailing party shall recover its attorney fees and court costs.
- 7.7 This Agreement, including the exhibits included by reference herein, constitutes the entire Agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.
- 7.8 At all times and for all purposes of this Agreement, Contractor shall be an independent Contractor and is not an employee of the County for any purpose. No statement contained in this Agreement shall be construed to find Contractor to be an employee of the County.

**AGREEMENT FOR DEMOLITION AND TIRE HAULING
FROM THE ITASCA COUNTY OUTLYING CANISTER SITES**

The parties hereto have caused this Agreement to be executed as of the date(s) indicated below.

Maasch Construction

Itasca County, Minnesota

Signature: _____

Signature: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 6, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3119

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: John Johnson

AGENDA ITEM:

Sheriff Department Hiring Process

BOARD ACTION REQUESTED:

Discuss the Sheriff Department hiring process.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. MN Statutes 387.31
2. MN Statutes 387.32
3. MN Statutes 387.33

06/06/2023

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 06/13/2023 2:30 PM
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387.31 COUNTY CIVIL SERVICE PERSONNEL SYSTEM.

In any county of this state, a civil service personnel system may be established in the sheriff's department.

History: *1957 c 325 s 1; 1969 c 1099 s 1*

387.32 RESOLUTION TO ESTABLISH SYSTEM.

Subdivision 1. **Adoption, filing.** To establish such system the board of county commissioners of such county may adopt a resolution and file a certified copy in the office of the county auditor.

Subd. 2. **Established on filing.** Upon filing of such resolution the civil service personnel system in the sheriff's office of such county is established.

History: 1957 c 325 s 2,3

387.33 SHERIFF'S CIVIL SERVICE COMMISSION.

Subdivision 1. **Timing of appointments.** After filing of their resolution the board of county commissioners shall at their next regular meeting appoint a commission to be designated as the sheriff's civil service commission.

Subd. 2. **Members; qualifications, conditions.** The commission shall consist of three members who shall be citizens of the state and residents of the county, and shall be appointed by the chair of the county board, and the appointment of each commissioner, to be confirmed by majority vote of the county board. When first created one commissioner shall be appointed for one year, who shall be president of the commission, one for the term of two years, and one for the term of three years, and all commissioners shall hold their office until their successors are appointed and qualified. No commissioner shall at the time of appointment or while serving, hold any other office or employment under said county, any city, the United States, the state of Minnesota, or any public corporation or political division thereof, other than the office of notary public. Each commissioner, before entering upon duties, shall subscribe and record with the county recorder of said county an oath for the faithful discharge of duties. There shall be appointed each year thereafter, in the manner of the original appointments, one member of the commission whose term of office shall be for three years, and each member of the commission shall be president of the commission during the last year of the term for which appointed.

Subd. 3. **Meetings, officers, rules.** The commission shall meet as soon as possible after its appointment and thereafter on the first Monday in February each year at which meetings it shall select from its members a secretary who shall serve until a successor is elected.

The commission shall fix the times of its other meetings, and adopt, amend, and alter rules for its procedure.

History: 1957 c 325 s 4-6; 1973 c 123 art 5 s 7; 1976 c 181 s 2; 1986 c 444; 2005 c 4 s 91



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 6, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3117

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: 10 Minutes

AGENDA ITEM:
Employee Recruitment and Retainment

BOARD ACTION REQUESTED:
Approval to solidify recruitment strategies.

BACKGROUND:
Give the Sheriff the ability to work outside established guidelines for increasing step placement upon hiring employees with education and experience beyond the minimum and/or the preferred requirements. Also, we need to strategize additional/alternative ways to improve our chances in the hiring process. With the limited number of applicants, we need to be competitive with other agencies who may be vying for the same candidate, i.e. hiring bonus, upfront vacation, lateral pay consideration

In addition, there is significant time, money and resources put into training new and current employees each year, so retention is also a factor that needs to be addressed.

Below are the guidelines previously established to use when setting pay (steps) for the following positions:

Deputy Sheriff/Road Deputy: (pre-established with Gina Teems and Denise Hirt on 10/15/16)
+3-5 year's = Step 2
+5-10 years = Step 4
+10 years = Step 6

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

06/06/2023

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 06/13/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 6, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3126

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Janet Borth

AGENDA ITEM:

2023-2024 Memorandum of Agreement - Holiday Modifications for Local 494

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures for Memorandum of Agreement to add Juneteenth as a holiday and change the name of Columbus Day holiday to Indigenous People's Day (in applicable contracts) for the Local 494 collective bargaining agreement.

BACKGROUND:

Recently passed Minnesota legislation requires all collective bargaining agreements that cite "Christopher Columbus Day" be amended to cite "Indigenous People's Day." Also, recent legislation moved up the effective date for Juneteenth, June 19, 2023, to be recognized as a state holiday. Given that official business cannot be transacted nor can civil process be served on state holidays, it is recommended that Juneteenth be added to collective bargaining agreements as an additional paid/recognized County holiday effective for 2023 and 2024.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Local 494 MOU Holiday Modification
2. MOU Holiday Modifications - Local 494 FULLY EXECUTED

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives
ABSENT:	Casey Venema

MEMORANDUM OF AGREEMENT

Between the County of Itasca and

Itasca County Law Enforcement and Labor Services, Local No. 494

(Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter "the County") and Law Enforcement and Labor Services, Local No. 494 (hereinafter "the Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2019, to December 31, 2021, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

WHEREAS, the State of Minnesota requires that all existing collective bargaining agreements referencing Columbus Day as a holiday shall revise such reference to Indigenous Peoples Day; and

NOW, THEREFORE, the parties have agreed to amend Article 9, Section 1 (Holidays) to recognize Juneteenth as a holiday for 2023 and 2024 only.

IT IS FURTHER AGREED THAT, the reference to Columbus Day in the collective bargaining agreement is hereby revised to identify the holiday as Indigenous Peoples Day.

The parties agree that this Memorandum of Agreement will become effective June 1, 2023, and will continue until December 31, 2024, at which time it will be of no further force or effect except that the reference to Indigenous Peoples Day rather than Columbus Day will continue forward as required by law. The parties recognize that the Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice. It is the parties' intent that the Article 9 holiday benefit will be a proper subject for negotiations beginning for 2025 and thereafter.

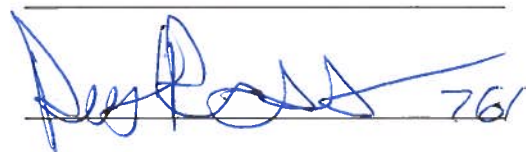
This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the County of Itasca

For the Union

Tim Chmielewski

Dated _____

 761

Dated 6/5/23

MEMORANDUM OF AGREEMENT

Between the County of Itasca and Itasca County Law Enforcement and Labor Services, Local No. 494 (Juneteenth 2023 and 2024)

This Memorandum of Agreement is entered into between Itasca County (hereinafter “the County”) and Law Enforcement and Labor Services, Local No. 494 (hereinafter “the Union”).

WHEREAS, the County and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2019, to December 31, 2021, providing for the terms and conditions of employment for those employees covered by the Agreement; and

WHEREAS, the County has approved adding the Juneteenth holiday as a paid/recognized County holiday to be effective for the 2023 Juneteenth holiday and continue in effect for the 2024 Juneteenth holiday; and

WHEREAS, the County has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 and 2024 as noted below; and

WHEREAS, the State of Minnesota requires that all existing collective bargaining agreements referencing Columbus Day as a holiday shall revise such reference to Indigenous Peoples Day; and

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This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the County of Itasca



Dated 06/06/2023

For the Union

Tim Chmielewski



Dated 6/5/23



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 6, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3055

DEPARTMENT: Attorney
PRESENTER: Matti Adam

TIME REQUESTED: 15 Minutes

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) based upon attorney/client privilege, Minn. Stat. §595.02, subd. 1(b) to consult with his attorney in reference to attorney/client privileged information regarding court file 31-CV-23-816.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

RESULT:	PULLED FROM AGENDA
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