



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, June 13, 2023

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #6.11 (2024 Capital Budget Request & Resolution), add Items #6.13 (2023-2024 Memorandum of Agreement - Holiday Modifications for Local 493) and #6.14 (Local 639 Memorandum of Agreement - Limited Promotional Retroactivity Payment), 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, June 6, 2023 County Board Special Session Re: Itasca Nursing Home - Grand Village Management Contract and the minutes of the Tuesday, June 6, 2023 County Board Work Session.

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

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.

2. Accept the minutes of the May 11, 2023 HHS Advisory Committee Meeting.
3. Approve contract with Paula Butler, Public Health Nurse, for public health response services including influenza vaccination support and authorize necessary signatures.
4. Approve contract with Untapped, LLC for Whole Families grant from Bush Foundation.
5. 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.
6. Adopt the Resolution Re: MnDOT Detour Agreement No. 1053785, which approves the agreement and authorizes the necessary signatures.
7. Approve the Corridor Access Trail Applications by the Wilderness Wheelers ATV Club and the Swampsiders Snowmobile/ATV Club and authorize necessary signatures.
8. Approve the 2023 Lease Agreement between Itasca County and the Northern Minnesota Swap Meet and Car Show, and authorize necessary signatures.

VI. REGULAR AGENDA

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

Welcome to new employee Sheryl Pihlaja, Legal Secretary with the Itasca County Attorney's Office, effective May 25, 2023.

Welcome to new employee John Rodgers, Corrections Deputy with the Sheriff Department, effective May 25, 2023.

Farewell to Rob Geving whose last day as a Corrections Deputy, Sheriff Department will be June 9, 2023, after 23+ years of service.

Welcome to new employee Jori Gould, Managed Care Nurse with IMCare, Health and Human Services, effective June 12, 2023.

Congratulations to Carlie Haben who accepted a job change from Forester, Land Department to District Forester, Land Department effective May 31, 2023.

Welcome to new employee Mary Bodin, Administrative Support with the Veterans Services department, effective June 12, 2023.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of June 16, 2023, in the amount of \$2,431,229.32.

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

4. Holiday Modifications for Appointed Term and Appointed At-Will Positions
Motion To: Approve and authorize necessary signatures for updating employment / severance agreements for appointed at-will employees and fringe benefit documents for appointed term employees to reflect the addition of the Juneteenth holiday and name change from Columbus Day to Indigenous People's Day where appropriate, effective June 1, 2023 for the following positions: County Administrator, Health & Human Services Director, County Assessor, County Engineer, Probation Director, Veterans Service Officer, and County Surveyor.

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

5. Dental and Group Life Insurance MOU's

Motion To: Approve and authorize necessary signatures for the Group Dental and Group Life Insurance Plan changes effective January 1, 2023 for the following labor groups: LELS 493, Local 639, Local 580, Teamsters 320 (formerly ICEA), LELS 493, Local 320 (Probation), ICHHSSA, ICCEA, ICMA, and Local 1626.

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

6. Itasca County Farm Family of the Year

County Extension Committee member Conley Janssen recognized the Lignell family of Blueberry Hill Farm as the 2023 Itasca County Farm Family of the Year.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. Contract Renewal for Demolition and Tire Hauling

Motion To: Approve the contract renewal with Maasch Construction, Inc. for demolition and tire hauling services from June 21, 2023 through June 20, 2028 pending County Attorney review and approval.

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

8. Canister Site Operations Contract

Motion To: Accept DJV Inc. as the lowest Bidder for the Outlying Canister Site Operations Contract, pending County Attorney review and approval.

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

9. Sheriff Department Hiring Process

Motion To: Grant Sheriff Joe Dasovich full hiring authority authorized under Minnesota Statute 387.

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

10. Employee Recruitment and Retainment

Sheriff Joe Dasovich and County Administrator Brett Skyles provided information regarding employee recruitment and retainment within the Sheriff's Department as it relates to Deputy Sheriff/Road Deputy positions.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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12. 2023 MCIT Report

MCIT Executive Director Gerd Clabaugh presented the 2023 MCIT Report.

RESULT: INFORMATIONAL - NO ACTION TAKEN

13. 2023-2024 Memorandum of Agreement – Holiday Modifications for Local 493

Motion To: 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 493 collective bargaining agreement.

RESULT: APPROVED (5 TO 0)

MOVER: Commissioner John Johnson

SECONDER: Commissioner Cory Smith

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

14. Local 639 Memorandum of Agreement – Limited Promotional Retroactivity Payment

Motion To: Approve and authorize necessary signatures for the Memorandum of Agreement with Local 639 regarding retroactive pay for affected party as part of the negotiated contract settlement.

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

RECESS

Chair Ives recessed the meeting at 3:36 PM.

RECONVENE

Chair Ives reconvened the meeting at 4:00 PM, with all members present.

VIII. CLOSED SESSIONS

1. Closed Litigation Session – Attorney-Client Privilege

Motion To: Go into Closed Session pursuant to Minn. Stat. §13D.05, subd. 3(b) 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.

RESULT: APPROVED (5 TO 0)

MOVER: Commissioner Casey Venema

SECONDER: Commissioner John Johnson

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

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

Motion To: Go into Open Session.

RESULT: APPROVED (5 TO 0)

MOVER: Commissioner Terry Snyder

SECONDER: Commissioner Cory Smith

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

RESULT: INFORMATIONAL - NO ACTION TAKEN

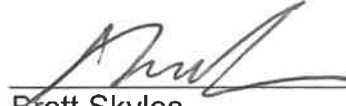
IX. ADJOURN

Chair Ives adjourned the meeting at 4:22 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 13, 2023

RESOLUTION 2023-28

**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**.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of June A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 13th day of June A.D. 2023.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 2023

RESOLUTION 2023-29

RE: MnDOT DETOUR AGREEMENT NO.1053785

BE IT 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).

BE IT FURTHER RESOLVED, that the County Board Chair and Clerk to the County Board are authorized to execute the Agreement and any amendments to the Agreement.

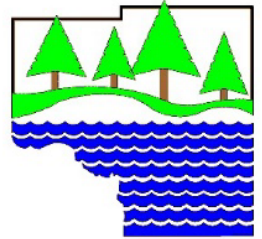
RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of June A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 13th day of June A.D. 2023.

Administrator



June 13, 2023

Chair:

PULL:

1. Item #6.11 – 2024 Capital Budget Request & Resolution

ADDITIONS:

1. Item #6.13 – 2023-2024 Memorandum of Agreement – Holiday Modifications for Local 493
2. Item #6.14 – Local 639 Memorandum of Agreement – Limited Promotional Retroactivity Payment

CHANGES: None

INFORMATIONAL: None



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 6, 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	Absent	

II. REGULAR AGENDA

1. Itasca Nursing Home - Grand Village Management Contract

Motion To: Approve the Request for Proposals (RFP) for Management Services for the Itasca County Nursing Home dba Grand Village.

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

County Administrator Brett Skyles provided an update on the potential Single Administrator process and appraisal status.

It was the consensus of the County Board to direct County Administrator Brett Skyles to work with staff to obtain appraisal of remaining land.

III. ADJOURN

Chair Ives adjourned the meeting at 1:17 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, June 6, 2023

2:30 PM

Itasca County Boardroom

DRAFT

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
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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
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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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 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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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 2023

RESOLUTION 2023-28

**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.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of June A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 13th day of June A.D. 2023.

Administrator

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

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 13, 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. PBu POS Agreement 2023
2. PBu POS Agreement 2023 FULLY EXECUTED

06/06/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/13/2023 2:30 PM
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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

ITASCA COUNTY 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 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:

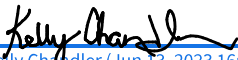
1. Notify ICPH (after initial contracting) within five days of the date any agent, person with an Ownership or Control Interest, or Managing Employee who has been convicted of a criminal offense related to the involvement in any program established under Medicare, Medicaid, the Title XX services program, 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 \(Jun 13, 2023 16:53 CDT\)](#)

**Kelly Chandler, Division Manager
Itasca County Public Health**

DATED Jun 13, 2023

BY 
[Burl Ives \(Jun 14, 2023 11:44 CDT\)](#)

**Chairperson,
Itasca County Board**

DATED Jun 14, 2023

BY 
[Paula Butler \(Jun 16, 2023 08:32 AKDT\)](#)

Paula Butler, RN

DATED Jun 16, 2023

Exhibit A
Itasca County Public Health

Paula Butler will:

1. Perform duties for Public Health Response Services

FOR SIGNATURE: Public Health Response Services Contract

Final Audit Report

2023-06-16

Created:	2023-06-13
By:	Amanda Schultz (amanda.schultz@co.itasca.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAARQNgJQDpnRXDdVpZ4rCdzwU7xPQs2D3X

"FOR SIGNATURE: Public Health Response Services Contract" History

-  Document created by Amanda Schultz (amanda.schultz@co.itasca.mn.us)
2023-06-13 - 9:08:50 PM GMT- IP address: 207.171.101.27
-  Document emailed to Kelly Chandler (kelly.chandler@co.itasca.mn.us) for signature
2023-06-13 - 9:11:24 PM GMT
-  Email viewed by Kelly Chandler (kelly.chandler@co.itasca.mn.us)
2023-06-13 - 9:34:24 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Kelly Chandler (kelly.chandler@co.itasca.mn.us)
Signature Date: 2023-06-13 - 9:53:53 PM GMT - Time Source: server- IP address: 66.171.40.19
-  Document emailed to burl.ives@co.itasca.mn.us for signature
2023-06-13 - 9:53:54 PM GMT
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-  Signer burl.ives@co.itasca.mn.us entered name at signing as Burl Ives
2023-06-14 - 4:44:48 PM GMT- IP address: 66.171.40.17
-  Document e-signed by Burl Ives (burl.ives@co.itasca.mn.us)
Signature Date: 2023-06-14 - 4:44:50 PM GMT - Time Source: server- IP address: 66.171.40.17
-  Document emailed to paulabutler0928@icloud.com for signature
2023-06-14 - 4:44:51 PM GMT
-  Email viewed by paulabutler0928@icloud.com
2023-06-14 - 6:03:56 PM GMT- IP address: 104.28.103.23

 Signer paulabutler0928@icloud.com entered name at signing as Paula Butler

2023-06-16 - 4:32:16 PM GMT- IP address: 166.199.8.41

 Document e-signed by Paula Butler (paulabutler0928@icloud.com)

Signature Date: 2023-06-16 - 4:32:18 PM GMT - Time Source: server- IP address: 166.199.8.41

 Agreement completed.

2023-06-16 - 4:32:18 PM GMT



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 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
2. unTapped POS Agreement 2023 FULLY EXECUTED

06/06/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/13/2023 2:30 PM
----------------	--------------------------------	---------------------------------

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

**ITASCA COUNTY 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 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.
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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.
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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.

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The Contractor agrees to:

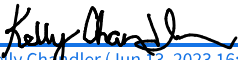
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2. Comply with Disclosure of Ownership and Management Information in accordance with 42 CFR § 455.104:
 - a. Complete the Ownership and Control Interest Disclosure Statement to include:
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 - iii. The 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

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

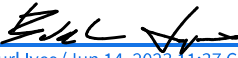
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 - b. \$3,000,000 aggregate for any number of claims arising out of a single occurrence for the protection of the County of Itasca.
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BY 
Kelly Chandler (Jun 13, 2023 16:33 CDT)

**Kelly Chandler, Division Manager
Itasca County Public Health**

DATED Jun 13, 2023

BY 
Burl Ives (Jun 14, 2023 11:37 CDT)

**Chairperson,
Itasca County Board**

DATED Jun 14, 2023

BY *Edward M. Zabinski*

**Edward M. Zabinski, Partner
unTapped, LLC**

DATED Jun 13, 2023

BY 
Laura Connelly (Jun 13, 2023 18:33 CDT)

**Laura J. Connelly, Partner
unTapped, LLC**

DATED Jun 13, 2023

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.
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- Summarize findings.

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- 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.

POS Agreement 2023 Untapped, LLC

Final Audit Report

2023-06-14

Created:	2023-06-13
By:	Amanda Schultz (amanda.schultz@co.itasca.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6ha3x8ymtmQZdWmJiq5h2c1GHIFSWCf2

"POS Agreement 2023 Untapped, LLC" History

-  Document created by Amanda Schultz (amanda.schultz@co.itasca.mn.us)
2023-06-13 - 9:16:45 PM GMT- IP address: 207.171.101.27
-  Document emailed to Ed Zabinski (edwardmzabinski@gmail.com) for signature
2023-06-13 - 9:18:14 PM GMT
-  Document emailed to ljcturningpoints@gmail.com for signature
2023-06-13 - 9:18:14 PM GMT
-  Document emailed to Kelly Chandler (kelly.chandler@co.itasca.mn.us) for signature
2023-06-13 - 9:18:14 PM GMT
-  Document emailed to burl.ives@co.itasca.mn.us for signature
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-  Email viewed by Kelly Chandler (kelly.chandler@co.itasca.mn.us)
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-  Document e-signed by Ed Zabinski (edwardmzabinski@gmail.com)
Signature Date: 2023-06-13 - 9:32:32 PM GMT - Time Source: server- IP address: 166.199.152.39
-  Document e-signed by Kelly Chandler (kelly.chandler@co.itasca.mn.us)
Signature Date: 2023-06-13 - 9:33:59 PM GMT - Time Source: server- IP address: 66.171.40.19
-  Email viewed by ljcturningpoints@gmail.com
2023-06-13 - 11:32:08 PM GMT- IP address: 74.125.215.4
-  Signer ljcturningpoints@gmail.com entered name at signing as Laura Connelly
2023-06-13 - 11:33:04 PM GMT- IP address: 104.219.198.169



Document e-signed by Laura Connelly (ljcturningpoints@gmail.com)

Signature Date: 2023-06-13 - 11:33:06 PM GMT - Time Source: server- IP address: 104.219.198.169



Email viewed by burl.ives@co.itasca.mn.us

2023-06-14 - 4:32:01 PM GMT- IP address: 66.171.40.17



Signer burl.ives@co.itasca.mn.us entered name at signing as Burl Ives

2023-06-14 - 4:37:51 PM GMT- IP address: 66.171.40.17



Document e-signed by Burl Ives (burl.ives@co.itasca.mn.us)

Signature Date: 2023-06-14 - 4:37:53 PM GMT - Time Source: server- IP address: 66.171.40.17



Agreement completed.

2023-06-14 - 4:37:53 PM GMT



Adobe Acrobat Sign



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 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
----------------	--------------------------------	---------------------------------

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

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

Radul 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 13, 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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RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 2023

RESOLUTION 2023-29

RE: MnDOT DETOUR AGREEMENT NO.1053785

BE IT 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).

BE IT FURTHER RESOLVED, that the County Board Chair and Clerk to the County Board are authorized to execute the Agreement and any amendments to the Agreement.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of June A.D. 2023 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 13th day of June A.D. 2023.

Administrator

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
ITASCA COUNTY
DETOUR AGREEMENT
For Trunk Highway No. 6 Detour**

State Project Number (S.P.):	<u>3107-55</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>6=061</u>	<u>\$3,236.31</u>

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 axel 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.

[The remainder of this page has been intentionally left blank]

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 13, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3128

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Ryan Sutherland

AGENDA ITEM:

ATV Corridor Access Trail Applications

BOARD ACTION REQUESTED:

Approve the Corridor Access Trail Applications by the Wilderness Wheelers ATV Club and the Swampsiders Snowmobile/ATV Club and authorize necessary signatures.

BACKGROUND:

The Executive ATV Committee met June 6, 2023 and recommended approval of the Wilderness Wheelers ATV Club and the Swampsiders Snowmobile/ATV Club Corridor Access Trail Applications.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Wilderness Wheelers Corridor Access Application
2. Swampsiders Corridor Access Application

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

**ITASCA COUNTY
CORRIDOR ACCESS TRAIL APPLICATION**

PERMITTEE

PERMITTER

ATV Club Wilderness Wheelers	Itasca County 123 NE 4th Street Grand Rapids, MN 55744
---------------------------------	--

WHEREAS, Minnesota Statutes § 84.928 Subd. 1a(h) authorizes a road authority as defined in section 160.02, subdivision 25, to by permit designate corridor access trails on public road rights-of-way for the purposes of accessing established all-terrain vehicle trails; and

WHEREAS, Itasca County has an interest in establishing a permit process which allows limited permissive operation of all-terrain vehicles on certain public road right-of-way of roads under the county's jurisdiction.

GENERAL PERMIT CONDITIONS:

1. The county may by permit and upon application by an ATV Club, authorize a corridor access trail within the county road public right-of-way to allow for the operation of all-terrain vehicles on the right-hand shoulder or extreme right-hand side of a county road.
2. The permit application is to be submitted to the Land Department. A review by the Executive ATV Permit Committee shall be completed and a recommendation brought forth to the county board for approval or denial of the permit application.
3. Any permit issued under this subdivision may be suspended, modified, terminated or cancelled, by the Executive ATV Permit Committee, in its discretion if damage to the roadway results, where public safety is adversely affected as a result of all-terrain vehicle use, or where other good cause to act is presented. Actions under this section may be reviewed by the County Board of Commissioners, upon written request of an affected party, within 30 days of receipt of notice of suspension, modification, termination, or cancellation of permit. The County Board's determination shall be final.
4. Permit applications may be granted or denied with or without reason in the sole discretion of the County Board of Commissioners.
5. Applicant must be a ATV Club that meets the following criteria:
 - a) A non-profit organization duly organized under the laws of the State of Minnesota and recognized by the Minnesota Secretary of State;
 - b) Has adopted by-laws, including the election of officers, such as President, Vice President, Secretary, and Treasurer; and
 - c) Is a member in good standing of the ATV Association of Minnesota and has a current County/Club Trail Agreement with Itasca County and current Certificate of Insurance on file as required by the agreement.

6. Permittee shall be responsible for the cost of repair for all damage to the permitted County Road or County State-Aid Highway resulting from ATV and/or OHM use under the terms of this permit.
7. Other terms conditions and restrictions:

This permit shall be effective unless otherwise suspended, modified, terminated or cancelled by either the Executive ATV Committee or County Board.

ATTACHMENTS

- ☒ Map of Requested County Road
- ☒ Proof of Official status as a recognized ATV Club in the State of Minnesota.

PERMITTEE

On behalf of the **Recognized ATV Club**, I hereby
acknowledge receipt of a copy of this permit and
Agree to comply with the terms, conditions and
regulations thereon.

By Ronald Daniels Date 5/15/23
ATV Club authorized representative

PERMITTER

ITASCA COUNTY

by _____
Chairperson

by _____
Clerk

Date: _____

[illegible][illegible]

Wilderness Trail Corridor Access Trail Request

Legend

- Requested Corridor Access
- Wilderness_Trl_LN

**ITASCA COUNTY
CORRIDOR ACCESS TRAIL APPLICATION**

PERMITTEE

PERMITTER

ATV Club Swampsiders Snowmobile/ATV Club	Itasca County 123 NE 4th Street Grand Rapids, MN 55744
---	--

WHEREAS, Minnesota Statutes § 84.928 Subd. 1a(h) authorizes a road authority as defined in section 160.02, subdivision 25, to by permit designate corridor access trails on public road rights-of-way for the purposes of accessing established all-terrain vehicle trails; and

WHEREAS, Itasca County has an interest in establishing a permit process which allows limited permissive operation of all-terrain vehicles on certain public road right-of-way of roads under the county's jurisdiction.

GENERAL PERMIT CONDITIONS:

1. The county may by permit and upon application by an ATV Club, authorize a corridor access trail within the county road public right-of-way to allow for the operation of all-terrain vehicles on the right-hand shoulder or extreme right-hand side of a county road.
2. The permit application is to be submitted to the Land Department. A review by the Executive ATV Permit Committee shall be completed and a recommendation brought forth to the county board for approval or denial of the permit application.
3. Any permit issued under this subdivision may be suspended, modified, terminated or cancelled, by the Executive ATV Permit Committee, in its discretion if damage to the roadway results, where public safety is adversely affected as a result of all-terrain vehicle use, or where other good cause to act is presented. Actions under this section may be reviewed by the County Board of Commissioners, upon written request of an affected party, within 30 days of receipt of notice of suspension, modification, termination, or cancellation of permit. The County Board's determination shall be final.
4. Permit applications may be granted or denied with or without reason in the sole discretion of the County Board of Commissioners.
5. Applicant must be a ATV Club that meets the following criteria:
 - a) A non-profit organization duly organized under the laws of the State of Minnesota and recognized by the Minnesota Secretary of State;
 - b) Has adopted by-laws, including the election of officers, such as President, Vice President, Secretary, and Treasurer; and
 - c) Is a member in good standing of the ATV Association of Minnesota and has a current County/Club Trail Agreement with Itasca County and current Certificate of Insurance on file as required by the agreement.

6. Permittee shall be responsible for the cost of repair for all damage to the permitted County Road or County State-Aid Highway resulting from ATV and/or OHM use under the terms of this permit.

7. Other terms conditions and restrictions:

This permit shall be effective unless otherwise suspended, modified, terminated or cancelled by either the Executive ATV Committee or County Board.

ATTACHMENTS

- ☒ Map of Requested County Road
- ☒ Proof of Official status as a recognized ATV Club in the State of Minnesota.

PERMITTEE

On behalf of the **Recognized ATV Club**, I hereby
acknowledge receipt of a copy of this permit and
Agree to comply with the terms, conditions and
regulations thereon.

By  Date 6-5-2023
ATV Club authorized representative

PERMITTER

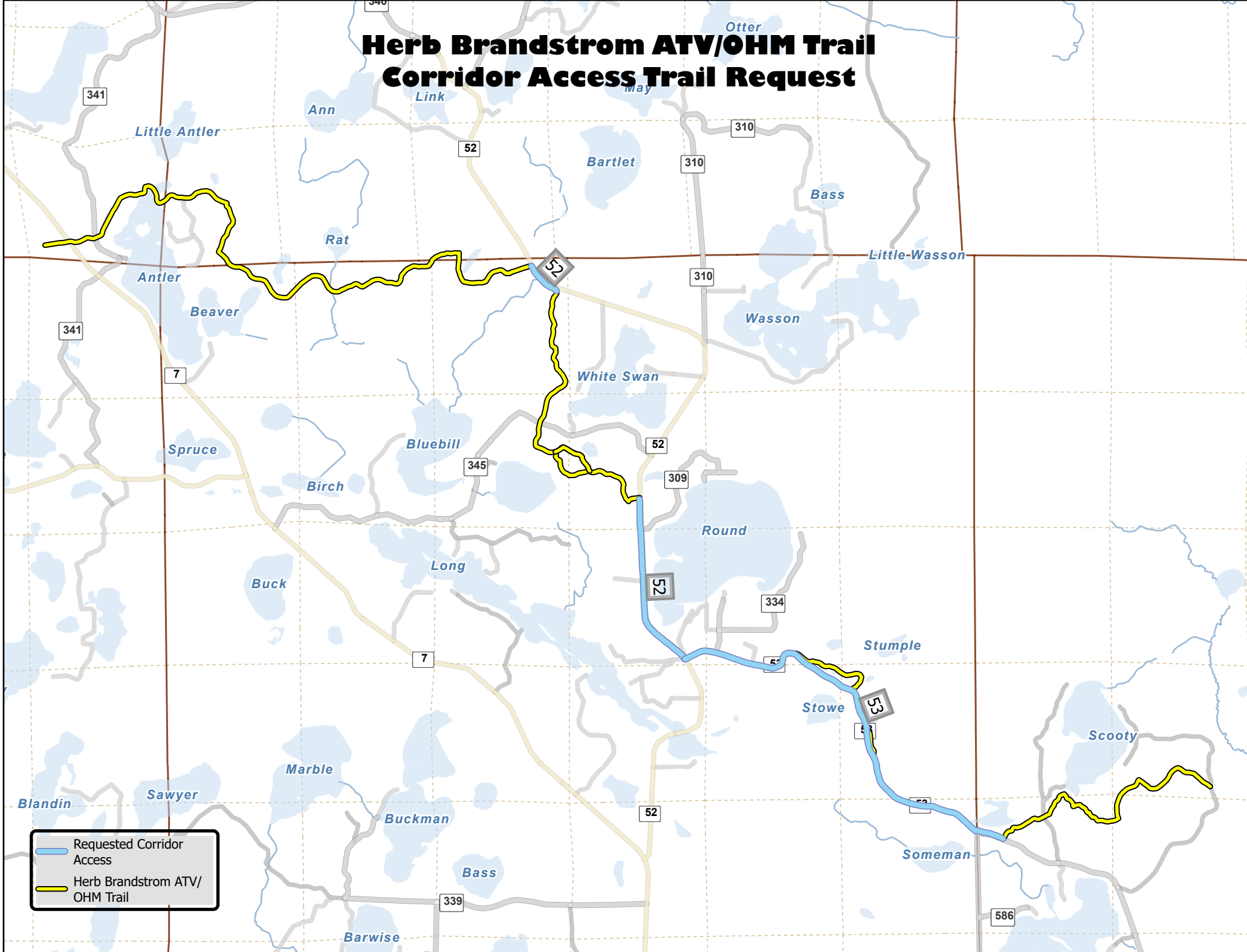
ITASCA COUNTY

by _____
Chairperson

by _____
Clerk

Date: _____

Herb Brandstrom ATV/OHM Trail Corridor Access Trail Request





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 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
----------------	--------------------------------	---------------------------------

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

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 13, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2787

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 13, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3129

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

BACKGROUND:

- Welcome to new employee Sheryl Pihlaja, Legal Secretary with the Itasca County Attorney's Office, effective May 25, 2023.
- Welcome to new employee John Rodgers, Corrections Deputy with the Sheriff Department, effective May 25, 2023.
- Farewell to Rob Geving whose last day as a Corrections Deputy, Sheriff Department will be June 9, 2023, after 23+ years of service.
- Welcome to new employee Jori Gould, Managed Care Nurse with IMCare, Health and Human Services, effective June 12, 2023.
- Congratulations to Carlie Haben who accepted a job change from Forester, Land Department to District Forester, Land Department effective May 31, 2023.
- Welcome to new employee Mary Bodin, Administrative Support with the Veterans Services department, effective June 12, 2023.

COUNTY ATTORNEY REVIEW:

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 13, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2822

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of June 16, 2023, in the amount of \$2,431,229.32.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3133

DEPARTMENT: Human Resources

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Holiday Modifications for Appointed Term and Appointed At-Will Positions

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures for updating employment / severance agreements for appointed at-will employees and fringe benefit documents for appointed term employees to reflect the addition of the Juneteenth holiday and name change from Columbus Day to Indigenous People's Day where appropriate, effective June 1, 2023 for the following positions: County Administrator, Health & Human Services Director, County Assessor, County Engineer, Probation Director, Veterans Service Officer, and County Surveyor.

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. Employment Agreement - Administrator 2023
2. Employment Agreement- Health Human Services Director 2023 Final
3. Fringe Benefits - County Assessor 2023 Final
4. Fringe Benefits - County Engineer KG 2023 Final
5. Fringe Benefits - Probation Department Director 2023
6. Fringe Benefits - Veterans Services Officer 2023 Final
7. Fringe Benefits County Surveyor GC 2023 Final

RESULT:

APPROVED (5 TO 0)

MOVER:

Commissioner John Johnson

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

ITASCA COUNTY EMPLOYMENT/SEVERANCE AGREEMENT

THIS AGREEMENT is made and entered into by and between **ITASCA COUNTY** (hereinafter called the "Employer") and, County Administrator (hereinafter called the "Employee").

WHEREAS, the Itasca County Board is authorized to appoint and employ the County Administrator upon terms and conditions it deems advisable and in conformance to Minnesota Statutes (M.S.) 375A.06, Subd. 1, as amended; and

WHEREAS, based on the training, experience, and administrative qualifications of Brett Skyles, he has been appointed the County Administrator by the Itasca County Board of Commissioners; and

WHEREAS, the Employer and Employee wish to document the terms and conditions of employment and the terms of severance in the event the Employer unilaterally exercises its right to terminate the employment relationship;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. TERM AND TITLE OF APPOINTMENT.

The County Administrator is appointed to an indefinite term pursuant to M.S 375A.06 Subd. 1, as amended.

2. DUTIES OF COUNTY ADMINISTRATOR.

Subd. 1. County Board to prescribe.

The County Board shall prescribe the duties of the County Administrator pursuant to M.S 375A.06 Subd. 1, as amended.

Subd. 2. Duties and Responsibilities.

Act as Clerk to the County Board and conduct Board research. This function shall include all statutory responsibilities assigned to the Clerk of the County Board.

Supervise preparation of agenda items for regular and special County Board meetings, including background information, correspondence, and documents to accompany the agenda. Responsible for ensuring that the County Board receives agenda and data in a timely manner.

Attend all meetings of the County Board and recommend actions for adoption as deemed advisable and expedient.

Responsible for administrative oversight of the Itasca County Regional Rail Authority.

Manage all department heads and work closely with elected officials. Provide overall direction, coordination, and evaluation of appointed department heads. Carries out these responsibilities in accordance with the organization's policies, applicable laws and goals. Facilitate coordination of activities with state entities working with the County such as Extension and others.

Work with the County Auditor-Treasurer in preparing, submitting and presenting a proposed annual budget and a long-range capital expenditure program, including detailed estimates of revenue and expenditures; work with the County Auditor-Treasurer in enforcing the provisions of the budget. Develop, prepare, coordinate, supervise and manage short- and long-term capital improvement projects. Prepare and administer budgets and make recommendations regarding the capital improvement needs of the County. Periodically update the five-year capital improvement plan with input from County Departments.

Appoint, suspend and remove, with approval of the County Board, all county personnel whose term appointment or removal is a statutory function of the County Board.

Coordinate special projects directed by the County Board.

Develop and submit recommendations on policy and procedural matters to the County Board on the general affairs of the County. Coordinate, develop, implement, maintain, interpret and enforce administrative Board policies and procedures for all County Departments and services. Ensure compliance with Board directives and actions. Promote open communication with the County Board.

Serves as a voting delegate to the Association of Minnesota Counties.

Coordinate data practices and compliance officer responsible authority.

Administer the County-wide strategic planning process. Recommend and ensure County Board goals and objectives are delivered and carried out by appropriate departments. Periodically evaluate county organization, administration and services in order to promote efficiency, consistency and eliminate duplication of services.

Advise and assist in the formulation of legislative proposals on behalf of the County Board in conformance with the Itasca County legislative protocol. Coordinate legislative activities in cooperation with the County lobbyist and professional associations. Maintain communication with area legislators and monitor legislative activities.

Coordinate public relations activities through public information and media. Communicate Board policies and procedures to individuals, community groups, organizations and media representatives. Represent the Board at media events, public meetings, civic organizations, and interest groups.

Actively participate in internal County committees, appropriate community activities and local government agencies and professional organizations to promote cooperation and collaboration.

Coordinates County department head meetings, prepares agenda and information.

Negotiate labor contracts and supervise administration of collective bargaining agreements at the direction of the County Board.

Provide supervision and direction to the Administrative Services Department and Facility Management Division.

Regular attendance on the job.

Perform other duties as delegated.

3. OTHER CONDITIONS.

The position of County Administrator is a full-time position and shall require full-time efforts of the Employee. Although the general office hours of the Itasca County Courthouse are 8:00 A.M. - 4:30 P.M., Monday through Friday, except holidays, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

It is further understood that the County Administrator shall not undertake activities outside of Itasca County employment for which compensation is paid without the approval of the County Board. The County Administrator shall not engage in outside activities, whether or not for compensation, which would unreasonably interfere with required attendance at work or the required performance of duties or give the appearance of a conflict of interest. The County Administrator shall be subject to at least an annual performance appraisal conducted by the Itasca County Board.

4. SALARY and BENEFITS.

The County Administrator is, in all respects, an employee of Itasca County, and shall be entitled to all benefits derived there from, including, but not limited to, vacation and sick leave benefits, life, health, and dental insurance, retiree health insurance, and holiday pay as outlined in Appendix A and attached to this Agreement. The County Administrator shall also be subject to all applicable provisions of the Itasca County Personnel rules in existence and as amended, except as otherwise provided in this Agreement.

The job evaluation of the County Administrator is pay grade 21 or as determined by job evaluation. Salary shall be as negotiated with the County Board which provides for a beginning salary of Grade 21, Step 7 which is \$117,988 annually effective August 28, 2016. The next increase shall be a step on the anniversary date of the appointment and will be determined by satisfactory performance.

5. SEVERANCE BENEFIT.

Subject to the provisions for termination as hereinafter provided, the severance benefit described in this paragraph shall commence on the 28th day of August 2016.

The employment relationship between the Employee and Employer is terminable at will and nothing in this Agreement, other than the severance payments described below, shall prevent, limit, or otherwise interfere with the right and authority of the Employer to terminate the services of the Employee at any time. In the event the Employer unilaterally terminates the Employee while the Employee is ready and willing to perform the job duties, the Employee shall receive a lump-sum payment of six months base salary as severance. If the Itasca County Board directs the County Administrator to work during the six-month period, vacation and sick leave shall continue to accrue and insurance benefits continued for the six-month period. The Employer may require the Employee to work during this notice period at its discretion.

The six month base salary severance payment will be in addition to any severance payment that the Employee would otherwise be entitled to receive including, but not limited to, sick leave/severance fund (see paragraph ahead re: sick leave/severance fund) or accrued vacation leave. No six-month base salary severance payment will be made pursuant to this Agreement in the event the Employee resigns from the position with the Employer. No severance payment of any kind will be made pursuant to this Agreement in the event the Employee is terminated by the Employer after having been found guilty by a court of competent jurisdiction of a felony, bribery, perjury, or any act declared unlawful involving personal gain to him/her or any crime involving moral turpitude.

6. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the City of Grand Rapids, Minnesota, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

7. NOTICES.

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail to the Employee's residence in the case of the Employee, or to its principal office in the case of the Employer.

8. WAIVER OF BREACH.

The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by that party.

9. TERMINOLOGY.

Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

10. ENTIRE AGREEMENT; MODIFICATION; WAIVER.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties; there are no warranties, representations or agreements among the parties in connection with the subject matter hereof, except as set forth or referred to herein. No supplement, modification, waiver, or termination of this Agreement or any of its provisions shall be binding unless executed in writing by the parties to be bound. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

11. GOVERNING LAW.

This Agreement shall be construed and enforced pursuant to the laws of the State of Minnesota.

12. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be an original, but all of which shall constitute but one and the same instrument.

13. HEADINGS.

Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

FOR ITASCA COUNTY:

COUNTY ADMINISTRATOR

COUNTY BOARD CHAIR

Revised and approved by the County Board on August 23, 2022.

Appendix A

Benefits

HOLIDAYS – 12 paid holidays and 3 floating holidays. Eligibility for floating holiday days: Initial employment probationary employees will be eligible for 1 floating holiday as of: their date of hire, May 1st and September 1st.

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating (or personal) day cannot be carried over to the following year.

VACATION - Each employee who has received regular status shall receive an annual vacation with pay. An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

<u>Service</u>	<u>Accrual</u>
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

In the event an employee has an accumulation of 248 hours or more on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

For purposes of vacation accrual, Brett's service credit date shall be **October 23, 2000**.

SICK TIME - New employees in regular positions who have completed the required probationary period of 6 months shall be credited with sick leave beginning with the first day of employment. Sick leave shall be earned at the rate of 3.693 hours for each pay period in which at least 40 hours have been worked.

For the purposes of sick leave accrual, Brett's service credit date is **October 23, 2000**.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation, PROVIDED they use NO sick time in that pay period.

BEREAVEMENT LEAVE - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be 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. Immediate family 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

HEALTH INSURANCE – The High Deductible Plan (Option1) \$1750/3500 (in 2022) Deductible or the High Deductible Plan (Option2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital medical insurance. 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.

In the High Deductible Plans Options 1 & 2 with a Health Savings Account (HSA) the Employer will pay 80% of the annual deductible on the single and family coverage, via a contribution into an HSA, 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 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 and Retirees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA.

The premium participation for said plans shall be 80 percent by Employer and 20 percent by Employee.

In the event that the Purchasing Agent for insurance decides to change insurance carriers, equivalent coverage to the present hospital/medical insurance shall be provided.

LIFE INSURANCE

ACTIVE EMPLOYEES - The County will provide and pay the entire premium for the present group life insurance in the amount of \$25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

RETIREEES. Employees who choose to take early retirement shall be entitled to \$1,500 death benefits without premium to the Employer or Employee as provided for under Minnesota Statute Chapter 353.29, subdivisions 2 and 3. Retirees age 70 or over will be provided \$1,500 paid-up life insurance coverage with no premium charge to the Employer or Employee.

DENTAL INSURANCE - Upon successful completion of the employee's initial probationary period, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be: the Employer shall

pay the full single premium and 80% of the dependent's cost of said insurance. The employee shall pay 20% of the dependent's cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required initial probationary period, or during an open enrollment period. The maximum annual benefit is \$1500.00 per person. In the event that the Purchasing Agent for insurance decides to change insurance carriers, equivalent coverage to the present dental insurance shall be provided.

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his/her accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's Post Health Care Savings Plan. An employee will not receive severance pay if he/she has less than five years of continuous service with Itasca County, and if the employee is terminated by the Employer for cause.

Such Severance Pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one 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.

As per State statutes, any payment or series of payments made upon termination due to death or disability retirement are not subject to Social Security deductions. However, any severance payments upon termination for any other reason or early retirement payments are subject to Social Security deductions. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

For Appointed Officials newly hired to Itasca County after 01/01/2000, the maximum County payment for severance shall not exceed \$10,000 and the maximum County payment for retirement group insurance premiums shall not exceed \$10,000.

RETIREES HEALTH – Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) deductible or the High Deductible Plan (Option 2) \$3,500/\$7,000 (in 2022) 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. It is agreed that, for employees who retire, the Employer 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 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 those who enroll 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 until their health insurance cap is exhausted. An employee must have a minimum of 10 years of

service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

SURVIVORS OF RETIREES:

Survivors are entitled to remain covered under the group insurance program as long as premiums are paid. Coverage can be canceled at the option of the survivor at any time; but once canceled, coverage cannot be reinstated. The premiums (100%) for continued coverage are the responsibility of the survivor. Survivors must maintain Medicare A & B (if eligible) in order to remain covered under the Itasca County medical insurance program.

Personnel who become totally disabled prior to retirement, upon meeting the qualifications for retirement as outlined below, shall be eligible to receive benefits upon receipt of due proof that:

- a. the individual has become and remains totally disabled by bodily injury or disease to the extent that s/he is unable to perform any work for compensation or profit or to engage in any business or occupation; and
- b. such total disability began while the individual was an employee of Itasca County; and
 - c. such total disability qualifies under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security.

POST HEALTH CARE SAVINGS PLAN - 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 (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime).

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

Board Approval Dates: 8/23/2016; 10/24/2017; 06/12/2018; 6/23/2020; 8/23/22

**ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR**

THIS AGREEMENT is made and entered into by and between **ITASCA COUNTY** (hereinafter called the "Employer") and Eric Villeneuve, Health and Human Services Director (hereinafter called the "Employee").

WHEREAS, the Itasca County Board is authorized to appoint and employ the Health and Human Services Director upon terms and conditions it deems advisable and in conformance to Minnesota Statutes (M.S.) 402.05, Subd. 1A; and

WHEREAS, based on the training, experience, and administrative qualifications of **Eric Villeneuve**, he has been appointed the Health and Human Services Director by the Itasca County Board of Commissioners; and

WHEREAS, the Employer and Employee wish to document the terms and conditions of employment and the terms of severance in the event the Employer unilaterally exercises its right to terminate the employment relationship;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. TERM OF APPOINTMENT.

The Health and Human Services Director is appointed to an indefinite term pursuant to M.S. 402.05, Subd. 1a.

2. DUTIES OF HUMAN SERVICES DIRECTOR.

A. Human Services Board to prescribe.

The Human Services Board (as appointed by the Itasca County Board) shall prescribe the duties of the Health and Human Services Director. Insofar as required by the Human Services Board, the Health and Human Services Director is responsible to the Human Services Board for the proper administration and management of any assigned duty and for these purposes is considered the head of the Human Services Department.

B. Duties and Responsibilities.

The Health and Human Services Director may be assigned any of the following duties and responsibilities:

- (i) To manage any or all of the affairs of the Human Services Department which the Itasca County Board has authority to control and which the Itasca County Board has authority to delegate to the Human Services Board;

**ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR**

- (ii) To submit to the Human Services Board recommendations concerning the affairs of the Department, its future financial needs, and its offices, divisions, and units as the Health and Human Services Director considers proper;
- (iii) To see that all orders, resolutions, and regulations of the Itasca County Board and Human Services Board are faithfully executed;
- (iv) To initiate and present a proposed annual budget to the Human Services Board for its review and consideration; and
- (v) To serve as Clerk of the Human Services Board;
- (vi) Other duties as assigned.

3. OTHER CONDITIONS.

The position of Health and Human Services Director is a full-time position and shall require full-time efforts of the Employee. Although the general office hours of the Itasca County Health and Human Services Building are 8:00 A.M. - 4:30 P.M., Monday through Friday, except holidays, it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and the FLSA executive employee definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

It is further understood that the Health and Human Services Director shall not undertake activities outside of Itasca County employment for which compensation is paid without the approval of the Human Services Board. The Health and Human Services Director shall not engage in outside activities, whether or not for compensation, which would unreasonably interfere with required attendance at work or the required performance of duties or give the appearance of a conflict of interest. The Health and Human Services Director shall be subject to at least an annual performance appraisal conducted by the Itasca County Board or its designated representative(s).

4. SALARY and BENEFITS.

The Health and Human Services Director is, in all respects, an employee of Itasca County, and shall be entitled to all benefits derived therefrom, including, but not limited to, vacation and sick leave benefits, life, health, and dental insurance, medical

**ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR**

pool, and holiday pay as outlined in Appendix A and attached to this Agreement. The Health and Human Services Director shall also be subject to all applicable provisions of the Itasca County Personnel rules in existence and as amended, except as otherwise provided in this Agreement.

The Health and Human Services Director served a six-month probationary period commencing November 1, 2013, through May 1, 2014. Salary shall be as negotiated with the County Board which provides for a beginning salary of Grade 18, Step 6 which is \$46.06 hourly/ \$95, 804.22 annually. Based on satisfactory performance, a one step increase was granted at six months. Annual steps on the anniversary date of the appointment will also be based on satisfactory performance.

5. SEVERANCE BENEFIT

Subject to the provisions for termination as hereinafter provided, the severance benefit described in this Section 5 shall commence on the 1st day of **November**, 2013.

The employment relationship between the Employee and Employer is terminable at will and nothing in this Agreement, other than the severance payments described below, shall prevent, limit, or otherwise interfere with the right and authority of the Employer to terminate the services of the Employee at any time. In the event the Employer unilaterally terminates the Employee while the Employee is ready and willing to perform his duties, the Employee shall receive a severance allowance of **six months** base salary. Vacation and sick leave shall continue to accrue and insurance benefits continued for this **six month** period, if the Itasca County Board directs the Health and Human Services Director to work during the **six month** period. The Employer may require the Employee to work during this notice period at its discretion. If the Health and Human Services Director position is eliminated by action of State or Federal Government beyond the control of the Itasca County Board, then the severance allowance referred to in this paragraph shall not be payable.

This severance payment will be in addition to any severance payment that the Employee would otherwise be entitled to receive including, but not limited to, sick leave fund or accrued vacation leave.

No severance payment will be made pursuant to this Agreement in the event the Employee resigns from his position with the Employer or is terminated by the Employer after having been found guilty by a court of competent jurisdiction of a felony, bribery, perjury, or any act declared unlawful involving personal gain to him or any crime involving moral turpitude.

6. ARBITRATION.

**ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR**

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the City of Grand Rapids, Minnesota, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

7. NOTICES.

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail to the Employee's residence in the case of the Employee, or to its principal office in the case of the Employer.

The Health and Human Services Director shall give sixty (60) days' advance notice of voluntary resignation or retirement. The period of advance notice may be modified or waived upon mutual agreement between the Health and Human Services Director and the Itasca County Board.

8. WAIVER OF BREACH.

The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by that party.

9. TERMINOLOGY.

Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

10. ENTIRE AGREEMENT; MODIFICATION; WAIVER.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties; there are no warranties, representations or agreements among the parties in connection with the subject matter hereof, except as set forth or referred to herein. No supplement, modification, waiver, or termination of this Agreement or any of its provisions shall be binding unless executed in writing by the parties to be bound. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

11. GOVERNING LAW.

This Agreement shall be construed and enforced pursuant to the laws of the State of Minnesota.

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12. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be an original, but all of which shall constitute but one and the same instrument.

13. HEADINGS.

Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, this agreement shall become effective on the date of final execution

HEALTH AND HUMAN SERVICES DIRECTOR

DATE: _____

ATTEST: _____
TERRY SYNDER, BOARD CHAIRPERSON
DATE: _____

ATTEST: _____
BRETT SKYLES, BOARD CLERK
DATE: _____

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Appendix A

Benefits

Holiday:

New Year's Day	Labor Day
President's Day	Martin Luther King Day
Thanksgiving Day	Veteran's Day
Day after Thanksgiving	Independence Day
Memorial Day	Christmas Eve Day
Juneteenth	3 Floating Holidays
Christmas Day	

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating holidays cannot be carried over to the following year or paid upon separation.

Vacation

As vacation is earned, it shall be recorded on an hourly basis and may be used as it is earned. Eric Villeneuve shall be allowed to carry over vacation accrued since his first date of employment (as of May 16, 2002) with Itasca County. For purposes of vacation accrual only, Eric's service credit date will be May 16, 2002.

<u>Service</u>	<u>Accrual</u>
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

In the event an employee has an accumulation of 248 hours prior to December 31st, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

Employee shall earn 1.847 hours of bonus vacation for each pay period that the beginning balance of his sick leave is 600 hours or greater except in any pay period in which sick leave is taken.

The Employee shall be paid for any accumulated vacation credit upon termination of employment for any cause.

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Sick Time - Sick leave shall be earned at the rate of 3.693 hours per pay period in which at least 40 hours have been worked. Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Eric Villeneuve shall be allowed to carry over any sick leave accrued since his first date of employment (May 16, 2002) with Itasca County. For purposes of sick leave accrual only, his service credit date will be May 16, 2002.

Bereavement Leave - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of one hundred fifty (150) miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family 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

Severance - Upon termination of employment prior to, on, or subsequent to the normal retirement date, the Health and Human Services Director shall allocate as Severance Pay seventy (70%) percent of his accumulated but unused sick leave. The remaining 30% shall be deposited into the employee's Post Health Care Savings Plan. For the purposes of severance, the service credit date of May 16, 2002 will be used.

The Health and Human Services Director will not receive severance pay if: he has less than five years of continuous service, from his original hire date of May 16, 2002, with Itasca County, or he is terminated by the Employer for cause.

Such severance pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner not to exceed five years from termination of employment.

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

There is no severance cap for Eric Villeneuve, based on the ICCEA MOU dated 5-15-2012 regarding such).

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Health Insurance:

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. 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 premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. The High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible, both with a Health Savings Account (HSA) Plan, shall be the hospital medical insurance coverage for all eligible employees. 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.

For Options 1 & 2 of the High Deductible Plans, the Employer will pay 80% of the annual deductible, via a contribution to an HSA, on the single and family coverage

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and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the deductible will be pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid-year.

Employees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA

7. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public 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 or 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 Employment Agreement – Health & Human Services Director.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Appointment, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee'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.).

11. 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.

B. Flexible Spending Account

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

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C. Retired Employees

1. Hospital and medical coverage provided for retirees shall be, the High Deductible Plan (Option1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option2) \$3500/\$7000 (in 2022) 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 cost shall come from 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 until their health insurance cap is exhausted.

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining 30% balance shall be deposited into the employee's Post Health Care Savings Plan

2. Hospital and medical coverage will be provided by current carrier for retired employees.

The employee must have a minimum of ten (10) years of service with Itasca County to be eligible for County payment toward hospital, and medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

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The maximum County payment for retirement group insurance premiums shall not exceed \$20,000 (based on the ICCEA MOU dated 5/15/2012 regarding such).

Life Insurance - The County will provide and pay the entire premium for the present group life insurance in the amount of \$25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

Dental - Upon completing 1040 hours of service, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent.

The premium participation shall be: The Employer shall pay the full single premium and eighty (80) percent of the dependents' cost of said insurance. The Employee shall pay twenty (20) percent of the dependents' cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required initial probationary period, or during an open enrollment period

The maximum annual benefit is \$1,500 per person.

Employer Obligation Limited - The parties agree that any description of insurance benefits contained in this agreement are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier

Post Health Care Savings Plan - 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 ICEA pay plan (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

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Administration of all benefits shall be in accordance with the Itasca County Policy Manual, or, if the Policy should be abolished, then in accordance with the ongoing practice of Itasca County.

Board Approval Dates: 10/24/17; 06/12/2018; 12/18/2018; 6/23/2020; 8/23/22

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Memorandum of Understanding (MOU)

This MOU is agreed to between Itasca County and the Itasca County Confidential Employees' Association, ICCEA, to enter into an agreement relative to caps on severance pay and retirement health insurance.

Unless documentation of a previous agreement exists in the Administrative Services Department personnel file, it is agreed that when an employee from another bargaining unit that is NOT capped for purposes of severance and/or retiree health insurance and takes a position in ICCEA, the employee will continue as a NOT capped employee in ICCEA. The present-day cba language regarding caps in the units is attached for reference in Attachment A.

Examples:

X is capped in Local 1626 for severance and not for retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA for severance and not capped for retiree health insurance.

X is not capped in Local 1626 for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is not capped in Local 1452 for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is not capped in Local 639 for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is capped in Local 639 for severance and not capped for retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA for severance and is not capped for retiree health insurance.

X is not capped in Local 580 for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is not capped in AEA for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is not capped in ICEA for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

Unless documentation of a previous agreement exists in the Administrative Services Department personnel file, it is agreed that when an employee from another bargaining unit that is capped with a higher cap for purposes of severance and/or retiree health insurance and takes a position in ICCEA, the

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employee will be allowed to keep the higher cap limit. The present-day cba language regarding caps in the units is attached for reference in Attachment A.

Examples:

X is capped in Local 1626 at \$10,000 severance and \$20,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at \$10,000 severance and \$20,000 retiree health insurance.

X is capped in Local 1452 at \$20,000 severance and \$20,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at \$20,000 severance and \$20,000 retiree health insurance.

X is capped in Local 639 at \$10,000 severance and \$10,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at \$10,000 severance and \$10,000 retiree health insurance.

X is capped in Local 639 at \$10,000 severance and not capped for retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at \$10,000 severance and is not capped for retiree health insurance.

X is capped in Local 580 at \$10,000 severance and \$10,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at \$10,000 severance and \$10,000 retiree health insurance.

X is capped in Local 580 at \$20,000 severance and \$20,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at \$20,000 severance and \$20,000 retiree health insurance.

X is capped in AEA at \$10,000 severance and \$10,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA for \$10,000 severance and \$10,000 retiree health insurance.

X is capped in ICEA at \$10,000 severance and \$10,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at \$10,000 severance and \$10,000 retiree health insurance.

Exceptions to this MOU based on previous agreements and circumstances are outlined in Attachment B.

Employees who have already transferred to ICCEA that now have a higher cap or are uncapped based upon this MOU are outlined in Attachment C.

This MOU supersedes any agreements in conflict with this MOU.

Future grievances stemming from this MOU are barred.

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The effective date of this MOU shall be 05/15/2012 (date of the last party to approve the MOU) and covers current and future employees coming into ICCEA from another bargaining unit.

COUNTY OF Itasca County

By: ***Signature on file in HR**

Catherine McLynn

County Board Chair

Itasca County Confidential Employees' Association

By: ***Signature on file in HR**

Its: _____

By: ***Signature on file in HR**

Trish Klein

Administrator

By: _____

Its: _____

ICCEA\MOU No Caps Caps Carried Over

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Attachment A

05/02/2012

The present-day cba language regarding caps in the units is listed below for reference.

01/01/2007-12/31/2009; extended thru 12/31/2012

ICEA p. 8 Sec 8.5 D and page 14 section 11 and ICCEA p. 8 Sec 8.5 D and page 14 section 11

For employees newly hired to Itasca County after ratification of the

1994-96 contract (12/22/1995), the maximum County payment for severance shall not exceed \$10,000

and the maximum County payment for retirement group insurance premiums shall not exceed \$10,000.

01/01/2007-12/31/2009; extended thru 12/31/2012

Local 1626 p. 10

For employees hired after ratification of the 1994-1996 contract which was ratified on 11/08/1994, the maximum County payment for the 70% dollar value of an employee's accumulated unused sick leave (severance pay) shall be \$10,000. (That is, 70% 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 30% dollar value of an employee's accumulated unused sick leave which is used for the employee's share of dependent group health insurance premium.

For employees hired after January 1, 2000, the maximum County payment for severance shall not exceed \$10,000 and the maximum County payment for retirement group insurance premiums shall not exceed \$20,000.

01/01/2007-12/31/2009; extended thru 12/31/2012

AEA p. 27

16.12 For employees hired after January 1, 1994, the maximum County payment for severance shall not exceed \$10,000 and the maximum County payment for retirement group insurance premiums shall not exceed \$10,000.

01/01/2007-12/31/2009; extended thru 12/31/2012

Local 580 , Article XVIII. Group Insurance Benefits, Section B. Coverage, II. Group Hospital and Medical Insurance, Retired Employees

(12) For employees hired after January 1, 1994, the maximum County payment for severance shall not exceed \$10,000 (per Art. IX, Sec. D and Art. XVIII, Sec. B, II) and the maximum County payment for retirement group insurance premiums shall not exceed \$10,000. For Public Health nurses hired before January 1, 1994, the maximum County payment for severance shall not exceed \$20,000 and the maximum County payment for retirement group insurance premiums shall not exceed \$20,000.

01/01/2007-12/31/2009

Local 639 AND for Local 639A p. 13 & 14

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For employees hired after ratification of the 1994 - 1996 contract (08/23/1994), 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 is used for the employee's share of dependent group health insurance premium.

Local 639 AND for Local 639A p. 24

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

01/01/2007-12/31/2009; extended thru 12/31/2012

Local 1452 p. 9

For employees hired after January 1, 2000, the maximum County payment for severance shall be \$20,000 and the maximum County payment for retiree health insurance premiums shall be \$20,000.

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Attachment B-ICCEA

-Eric Villeneuve, originally hired 05/16/2002 to Itasca County, in Local 1626, had \$10,000 severance SL cap and \$20,000 retiree health cap;

Effective 12/23/2004 BMS order of unit clarification that Chief Accountant is in ICEA and no longer in Local 1626. Under ICEA \$10,000 severance SL cap and \$10,000 retiree health cap.

Effective 07/11/2005 promoted to a job in ICCEA.

No letter to him but found in interview questions at the end, **"Employees transferring from a bargaining unit into the ICCEA may carry over accumulated service credit for application to fringe benefits. Seniority Date would change in the new unit. You would need to successfully complete a six month probation, and after successful completion of the six month probation, a step increase would be awarded. Thereafter, annual increases shall be awarded, if and where applicable. Longevity is awarded in ICCEA; funeral leave is deducted from sick leave; and there will be no cap on severance as you are not a newly hired employee."**

Was told NO CAP ON SEVERANCE—must honor! Eric Villeneuve has no cap on his severance based upon this previous agreement which exists in the Administrative Services Department personnel file.

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Attachment C-ICCEA

-Eric Villeneuve, originally hired 05/16/2002 to Itasca County, in Local 1626, had \$10,000 severance SL cap and \$20,000 retiree health cap; Effective 12/23/2004 BMS order of unit clarification that Chief Accountant is in ICEA and no longer in Local 1626. Under ICEA \$10,000 severance SL cap and \$10,000 retiree health cap. Effective 07/11/2005 promoted to a job in ICCEA.

Based upon this MOU, Eric Villeneuve has a \$20,000 retiree health cap in ICCEA. Eric Villeneuve has no cap on his severance based upon a previous agreement which exists in the Administrative Services Department personnel file (See Attachment B).

FRINGE BENEFITS--COUNTY ASSESSOR

The following fringe benefits for the County Assessor is effective June 1, 2023, until declared otherwise by the Itasca County Board.

Amber Peratalo has served a six-month probationary period and upon the successful completion and performance review of the six months, a step increase was granted. Annual step increases on the anniversary date of the appointment will also be based on satisfactory performance.

HOLIDAYS - The following shall be paid holidays, provided employees perform work, or are using eligible earned leave, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled workday prior to and on the first scheduled workday following the holiday:

Effective 6/1/23:

New Year's Day	Labor Day
President's Day	Martin Luther King Day
Thanksgiving Day	Veteran's Day
Day after Thanksgiving	Independence Day
Memorial Day	Christmas Eve Day
Juneteenth	3 Floating Holidays
Christmas Day	

Initial employment probationary employees will be eligible for 1 floating holiday as of: their date of hire, May 1st and September 1st.

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating holidays cannot be carried over to the following year or paid upon separation.

VACATION - each employee who has received regular status shall receive an annual vacation with pay. An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

In the event an employee has an accumulation of 248 hours or more on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

Effective 1/1/17:

<u>Service</u>	<u>Accrual</u>
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

For purposes of vacation accrual, Amber's service credit date shall be **November 29, 1999**.

SICK TIME - New employees in regular positions who have completed the required probationary period of 6 months shall be credited with sick leave beginning with the first day of employment. Sick leave shall be earned at the rate of 3.693 hours for each pay period in which at least 40 hours have been worked. For the purposes of sick leave accrual, Amber Peratalo's service credit date is November 29, 1999.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation, PROVIDED they use NO sick time in that pay period.

BEREAVEMENT LEAVE - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be 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. Immediate family 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

HEALTH INSURANCE - Active Employees

A. Eligibility

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said

insurance provided they are accepted by the insurance company.

3. 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 premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. The High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA), shall be the hospital medical insurance coverage for all eligible employees. 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.

For the High Deductible Plan Options 1 & 2 the Employer will pay 80% of the annual deductible on the single and family coverage, via a contribution to HSA, and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the 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 and Retirees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA.

7. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public 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 or 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 Fringe Benefits – County Assessor document.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Appointment, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee'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.).

11. 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.

B. Flexible Spending Account

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

C. Retired Employees Health

1. Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) deductible or the High Deductible Plan (Option 2) \$3,500/\$7,000 (in 2022) 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. It is agreed that, for employees who retire, the Employer 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 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

Fringe Benefits--County Assessor

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 those who enroll 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 until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining 30% balance shall be deposited into the employee's Post Health Care Savings Plan

2. Hospital and medical coverage will be provided by current carrier for retired employees.

3. Amber Peratalo is promoted from a position covered by ICEA in which she is NOT capped for purposes of retiree health insurance (based on ICEA MOU dated 5-11-2012).

LIFE INSURANCE

A. ACTIVE EMPLOYEES - The County will provide and pay the entire premium for the present group life insurance in the amount of \$25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

B. RETIREES. Employees who choose to take early retirement (as defined by MN PERA) shall be entitled to \$1,500 death benefits without premium to the Employer or Employee as provided for under Minnesota Statute Chapter 353.29, subdivisions 2 and 3. Retirees will be provided \$1,500 paid-up life insurance coverage with no premium charge to the Employer or Employee.

Fringe Benefits--County Assessor

DENTAL INSURANCE - Upon successful completion of the employee's initial probationary period, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be: The Employer shall pay the full single premium and 80% of the dependent's cost of said insurance. The employee shall pay 20% of the dependent's cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required initial probationary period, or during an open enrollment period. The maximum annual benefit is \$1500.00 per person. In the event that the Purchasing Agent for insurance decides to change insurance carriers, equivalent coverage to the present dental insurance shall be provided.

EMPLOYER OBLIGATION LIMITED - The parties agree that any description of insurance benefits contained herein are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier

POST HEALTH CARE SAVINGS PLAN - 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 ICEA pay plan (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his/her accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's Post Health Care Savings Plan. (That is, 70% 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 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

An employee will not receive severance pay if he/she has less than five years of continuous service with Itasca County, and if the employee is terminated by the Employer for cause.

Fringe Benefits--County Assessor

Such Severance Pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one 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.

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away

For Appointed Officials newly hired to Itasca County after 01/01/2000, the maximum County payment for severance shall not exceed \$10,000 and the maximum County payment for retirement group insurance premiums shall not exceed \$10,000.

Amber Peratalo is promoted from a position covered by ICEA in which she IS capped for purposes of severance (\$10,000) and NOT capped for purposes of retiree health insurance. Therefore, she will remain capped for purposes of severance (\$10,000) and is NOT capped for purposes of retiree health insurance.

WORK HOURS –

Appointed positions are considered full time and require full-time efforts of the Employee. The general office hours of the Itasca County Courthouse are 8:00AM until 4:30PM, Monday through Friday, except holidays, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

This is not an employment contract and may be amended at any time by the County Board of Commissioners.

Board Approval Dates: 10/11/2016; 10/24/2017; 06/12/2018; 12/18/2018; 6/23/2020; 8/23/22

FRINGE BENEFITS COUNTY ENGINEER

The following fringe benefits for the County Engineer is effective June 1, 2023, until declared otherwise by the Itasca County Board.

Karin Grandia has served a six-month probationary period and upon the successful completion and performance review of the six months, a step increase was granted.

HOLIDAYS - The following shall be paid holidays, provided employees perform work, or are using eligible earned leave, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled workday prior to and on the first scheduled workday following the holiday:

New Year's Day	Labor Day
President's Day	Martin Luther King Day
Thanksgiving Day	Veteran's Day
Day after Thanksgiving	Independence Day
Memorial Day	Christmas Eve Day
Juneteenth	3 Floating Holidays
Christmas Day	

Initial employment probationary employees will be eligible for 1 floating holiday as of: their date of hire, May 1st and September 1st.

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating holidays cannot be carried over to the following year or paid upon separation.

VACATION - each employee who has received regular status shall receive an annual vacation with pay. An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

In the event an employee has an accumulation of 248 hours or more on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

Effective 1/1/17:

<u>Service</u>	<u>Accrual</u>
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

For purposes of vacation accrual, Karin's service credit date shall be **August 11, 2003**.

SICK TIME - New employees in regular positions who have completed the required probationary period of 6 months shall be credited with sick leave beginning with the first day of employment. Sick leave shall be earned at the rate of 3.693 hours each pay period in which at least 40 hours have been worked.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation, PROVIDED they use NO sick time in that pay period. For purposes of sick leave accrual, Karin's service credit date shall be **August 11, 2003**.

BEREAVEMENT LEAVE - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be 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. Immediate family 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

HEALTH INSURANCE - Active Employees

A. Eligibility

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. 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 premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to

be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. The High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible with a Health Savings Account (HSA) Plan, shall be the hospital medical insurance coverage for all eligible employees. 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.

For High Deductible Plan Option 1 & 2, the Employer will pay 80% of the annual deductible on the single and family coverage, via a contribution to HSA, and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the 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.

7. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public 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 or 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 Fringe Benefits – County Engineer document.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Appointment, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee'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.).

11. 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.

B. Flexible Spending Account

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

C. Retired Employees

Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) deductible or the High Deductible Plan (Option 2) \$3,500/\$7,000 (in 2022) 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. It is agreed that, for employees who retire, the Employer 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 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 those who enroll 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 until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353

(PERA).

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining 30% balance shall be deposited into the employee's Post Health Care Savings Plan

2. Hospital and medical coverage will be provided by current carrier for retired employees.

For appointed officials newly hired to Itasca County after 01/01/2000, the maximum County payment for retirement group insurance premiums and deductibles shall not exceed \$10,000.

LIFE INSURANCE

A. ACTIVE EMPLOYEES: The County will provide and pay the entire premium for the present group life insurance in the amount of \$25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

B. RETIREES. Employees who choose to take early retirement (as defined by MN PERA) shall be entitled to \$1,500 death benefits without premium to the Employer or Employee as provided for under Minnesota Statute Chapter 353.29, subdivisions 2 and 3. Retirees will be provided \$1,500 paid-up life insurance coverage with no premium charge to the Employer or Employee.

DENTAL INSURANCE - Upon successful completion of the employee's probationary period, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be: The Employer shall pay the full single premium and 80% of the dependent's cost of said insurance. The employee shall pay 20% of the dependent's cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required probationary period, or during an open enrollment period.

The maximum annual benefit is \$1,500 per person.

EMPLOYER OBLIGATION LIMITED - The parties agree that any description of insurance benefits contained herein are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

POST HEALTH CARE SAVINGS PLAN - 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 ICEA pay plan (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his/her accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's Post Health Care Savings Plan. (That is, 70% 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 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

An employee will not receive severance pay if: he has less than 5 years of continuous service with Itasca County, and if the employee is terminated by the Employer for cause.

Such Severance Pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one 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.

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of

the employee who passed away.

For Appointed Officials newly hired to Itasca County after 01/01/2000, the maximum County payment for severance shall not exceed \$10,000 and the maximum County payment for retirement group insurance premiums shall not exceed \$10,000.

WORK HOURS - The appointed positions are full time positions and shall require full-time efforts of the Employee. The general office hours of the Itasca County Courthouse are 8:00AM until 4:30PM, Monday through Friday, except holidays, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA “executive employee” definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

This is not an employment contract and may be amended at any time by the County Board of Commissioners.

Board Approval Date: 10/11/2016/ 10/24/2017/ 06/12/2018; 12/18/2018; 6/23/2020, 8/23/22

The following fringe benefits for the Probation Department Director is effective June 1, 2023.

Kevin Glass will serve a twelve-month probationary period. Upon the successful completion of the probationary period and performance evaluation a step increase will be granted. The salary grade will align with the Itasca County Managers Association pay scale at a Grade 14.

HOLIDAYS - The following are paid holidays, provided employees perform work, or are using eligible earned leave, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled workday prior to and on the first scheduled workday following the holiday:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day After Thanksgiving
President's Day	Christmas Eve
Memorial Day	Christmas
Independence Day	Juneteenth
Labor Day	3 Floating Holidays (8 hours per holiday)
Veterans Day	

Initial employment probationary employees will be eligible for 1 floating holiday as of: date of hire, May 1st and September 1st. Floating holidays cannot be carried over to the following year or paid upon separation.

VACATION - An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

<u>Service</u>	<u>Accrual</u>
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

If on December 31, an employee has an accumulation in excess of 248 hours, the excess hours will be converted to a contribution to their HCSP unless the employee has a Waiver of Participation then the hours in excess are forfeited. This contribution may not exceed 50 hours and all additional hours shall be lost.

For purposes of vacation accrual, service credit date for Kevin Glass shall be **April 17, 2023**.

SICK TIME – Sick leave shall be earned at the rate of 3.693 hours each pay period in which at least 40 hours have been worked. Sick leave may be used during the probationary period.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation, PROVIDED they use NO sick time in that pay period.

BEREAVEMENT LEAVE - Bereavement leave time can be used in case of death in the immediate family up to 24 hours. Sixteen additional hours Bereavement leave time may be 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. Immediate family 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

HEALTH INSURANCE - Active Employees

A. Eligibility

1. Coverage shall commence at the beginning date of employment upon completion of the necessary enrollment process.

2. 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 premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after an authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

3. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

4. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

5. High Deductible Plan (Option 1) or the High Deductible Plan (Option 2) both with a Health Savings Account (HSA) Plan, shall be the health insurance coverage. 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.

For High Deductible Plan Option 1 or 2, the Employer will pay 80% of the annual deductible on the single and family coverage, via a contribution to HSA, and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the 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 and Retirees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA.

6. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

7. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public 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 or 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 this Fringe Benefits document.

B. Retired Employees

1. Health coverage provided for retirees shall be the High Deductible Plan (Option 1) or the High Deductible Plan (Option 2) (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. It is agreed that, for employees who retire, the Employer 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 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 those who enroll 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 until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward health insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

The maximum County payment for retirement group insurance premiums and deductibles shall not exceed \$10,000.

LIFE INSURANCE - The County will provide and pay the entire premium for group life insurance in the amount of \$25,000 that will include Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. 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 the employee leaving employment.

FLEXIBLE SPENDING ACCOUNTS- The County may provide flexible spending account programs. Employees may elect to participate on an annual basis.

DENTAL INSURANCE - Upon the first day of the month following the hire date, and provided all necessary enrollment processes have been completed, the Employer will provide dental insurance. The premium participation shall be: The Employer shall pay the full single premium and 80% of the dependent's cost. The employee shall pay 20% of the dependent's cost.

The maximum annual benefit is \$1,500 per person.

POST HEALTH CARE SAVINGS PLAN – Participation in the Post Health Care Savings Plan (HCSP), will begin after 1 year of employment on their anniversary date of hire, or the very next pay period. Employee contribution shall be 2% of their regular wages earned during the biweekly pay period (excluding severance payout).

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

Waiver of Participation - You may opt out of the HCSP if you are:

- eligible for TRICARE retiree benefits;
Please note: to apply for a waiver, you must already have obtained 20 years of military service and therefore, are either currently eligible for TRICARE retiree benefits **or** eligible for TRICARE retiree benefits in the future
- eligible for V.A. medical benefits due to a service-connected disability

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's HCSP unless the employee has a Waiver of Participation from the Post HCSP then the 30% balance is forfeited. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of \$10,000). This limit does not apply to other County payments for retirement group insurance premiums, nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's HCSP after all regular pay has been paid out.

An employee will not receive severance pay if:

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

Severance Pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

The maximum County payment for severance shall not exceed \$10,000.

WORK HOURS - The appointed positions are full-time positions and shall require full-time efforts of the Employee. The general office hours are 8:00AM until 4:30PM, Monday through Friday, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

This is not an employment contract. This is an appointed/at-will position. Pursuant to the Minnesota Judicial Branch Policy and Minn. Stat. 244.19, County Probation Directors serve at the pleasure of the court and in all other aspects are County employees including discipline and discharge.

FRINGE BENEFITS VETERANS SERVICES OFFICER

The following fringe benefits for the Veterans Services Officer is effective June 1, 2023, for a period of one year or until declared otherwise by the Itasca County Board.

Luke St. Germain will serve a twelve-month probationary period per MN Stat 197.60. Upon the successful performance of six months of service, a step increase will be granted.

HOLIDAYS - The following shall be paid holidays, provided employees perform work, or are using eligible earned leave, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled workday prior to and on the first scheduled workday following the holiday:

New Year's Day	Labor Day
President's Day	Martin Luther King Day
Thanksgiving Day	Veteran's Day
Day after Thanksgiving	Independence Day
Memorial Day	Christmas Eve Day
Juneteenth	3 Floating Holidays
Christmas Day	

Initial employment probationary employees will be eligible for 1 floating holiday as of: their date of hire, May 1st and September 1st.

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating holidays cannot be carried over to the following year or paid upon separation.

VACATION - each employee who has received regular status shall receive an annual vacation with pay. An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

<u>Service</u>	<u>Accrual</u>
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

In the event an employee has an accumulation of 248 hours or more on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP unless the employee has a Waiver of Participation then the hours in excess are forfeited. This contribution may not exceed 50 hours and all additional hours shall be lost.

For purposes of vacation accrual, Luke's service credit date shall be **January 22, 2018**.

SICK TIME - New employees in regular positions who have completed the required probationary period of 6 months shall be credited with sick leave beginning with the first day of employment. Sick leave shall be earned at the rate of 3.693 hours each pay period in which at least 40 hours have been worked.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation, PROVIDED they use NO sick time in that pay period. For purposes of sick leave accrual, Luke's service credit date shall be **January 22, 2018**.

BEREAVEMENT LEAVE - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be 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. Immediate family 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

HEALTH INSURANCE - Active Employees

A. Eligibility

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. 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 premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) Plan, shall be the hospital medical insurance coverage for all eligible employees. 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.

For High Deductible Plan Option 1 or 2, the Employer will pay 80% of the annual deductible on the single and family coverage, via a contribution to HSA, and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the 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 and Retirees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA.

7. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public 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 or 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 Fringe Benefits – Veterans Services document.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Appointment, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee'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.).

11. 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.

B. Flexible Spending Account

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

C. Retired Employees

1. Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) deductible or the High Deductible Plan (Option 2) \$3,500/\$7,000 (in 2022) 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. It is agreed that, for employees who retire, the Employer 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 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 those who enroll 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 until their health insurance cap is exhausted. An employee must have a minimum of 10 years of

service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining 30% balance shall be deposited into the employee's HCSP unless the employee has a Waiver of Participation then the 30% balance is forfeited.

2. Hospital and medical coverage will be provided by current carrier for retired employees.

For appointed officials newly hired to Itasca County after 01/01/2000, the maximum County payment for retirement group insurance premiums and deductibles shall not exceed \$10,000.

LIFE INSURANCE

A. ACTIVE EMPLOYEES: The County will provide and pay the entire premium for the present group life insurance in the amount of \$25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

B. RETIREES. Employees who choose to take early retirement (as defined by MN PERA) shall be entitled to \$1,500 death benefits without premium to the Employer or Employee as provided for under Minnesota Statute Chapter 353.29, subdivisions 2 and 3. Retirees will be provided \$1,500 paid-up life insurance coverage with no premium charge to the Employer or Employee.

DENTAL INSURANCE - Upon successful completion of the employee's probationary period, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be: The Employer shall pay the full single premium and 80% of the dependent's cost of said insurance. The employee shall pay 20% of the dependent's cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required probationary period, or during an open enrollment period.

The maximum annual benefit is \$1,500 per person.

EMPLOYER OBLIGATION LIMITED - The parties agree that any description of insurance benefits contained herein are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

POST HEALTH CARE SAVINGS PLAN – 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 ICEA pay plan (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

Waiver of Participation - You may opt out of the HCSP if you are:

- **eligible for TRICARE retiree benefits;**
Please note: to apply for a waiver, you must already have obtained 20 years of military service and therefore, are either currently eligible for TRICARE retiree benefits **or** eligible for TRICARE retiree benefits in the future
- **eligible for V.A. medical benefits due to a service-connected disability**

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his/her accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's HCSP unless the employee has a Waiver of Participation from the Post HCSP then the 30% balance is forfeited. (That is, 70% 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 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's HCSP after all regular pay has been paid out.

An employee will not receive severance pay if: he has less than 5 years of continuous service with Itasca County, and if the employee is terminated by the Employer for cause.

Such Severance Pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee' option, in one 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.

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

For Appointed Officials newly hired to Itasca County after 01/01/2000, the maximum County payment for severance shall not exceed \$10,000 and the maximum County payment for retirement group insurance premiums shall not exceed \$10,000.

WORK HOURS - The appointed positions are full time positions and shall require full-time efforts of the Employee. The general office hours of the Itasca County Courthouse are 8:00AM until 4:30PM, Monday through Friday, except holidays, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

This is not an employment contract and may be amended at any time by the County Board of Commissioners.

Board Approval Date: 1/23/2018/ 06/12/2018; 12/18/2018; 6/23/2020; 8/23/22

FRINGE BENEFITS--COUNTY SURVEYOR

The following fringe benefits for the County Surveyor is effective June 1, 2023, until declared otherwise by the Itasca County Board.

Guy Carlson will serve a six-month probationary period beginning on August 9, 2016, and upon the successful completion and performance review of the six months, a step increase will be granted. Annual step increases on the anniversary date of the appointment will also be based on satisfactory performance.

HOLIDAYS – The following shall be paid holidays, provided employees perform work, or are using eligible earned leave, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled workday prior to and on the first scheduled workday following the holiday:

Effective 1/1/16:

- | | |
|---------------------|----------------------------|
| 1. New Year's Day | 7. Indigenous Day |
| 2. President's Day | 8. Veteran's Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day after Thanksgiving |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | 12. Martin Luther King Day |
| | 13. Christmas Eve Day |

Effective 6/1/23:

- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| President's Day | Martin Luther King Day |
| Thanksgiving Day | Veteran's Day |
| Day after Thanksgiving | Independence Day |
| Memorial Day | Christmas Eve Day |
| Juneteenth | 3 Floating Holidays |
| Christmas Day | |

Initial employment probationary employees will be eligible for 1 floating holiday as of: their date of hire, May 1st, and September 1st.

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. **Floating holidays cannot be carried over to the following year or paid upon separation.

VACATION - Each employee who has received regular status shall receive an annual vacation with pay. An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

<u>Service</u>	<u>Accrual</u>
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

In the event an employee has an accumulation of 248 hours or more on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

For purposes of vacation accrual, Guy's service credit date shall be **June 22, 1992**.

SICK TIME - New employees in regular positions who have completed the required probationary period of 6 months shall be credited with sick leave beginning with the first day of employment. Sick leave shall be earned at the rate of 3.693 hours for each pay period in which at least 40 hours have been worked.

For the purposes of sick leave accrual, Guy Carlson's service credit date is **June 22, 1992**.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation, PROVIDED they use NO sick time in that pay period.

BEREAVEMENT LEAVE - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be 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. Immediate family 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

HEALTH INSURANCE - Active Employees

A. Eligibility

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. 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 premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. The High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA), shall be the hospital medical insurance coverage for all eligible employees. 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.

For High Deductible Plan Option 1 & 2, the Employer will pay 80% of the annual deductible, via a contribution to HSA, on the single and family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the

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 and Retirees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA.

7. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public 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 or 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 Fringe Benefits – County Surveyor document.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Appointment, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee'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.).

11. 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.

B. Flexible Spending Account

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

C. Retired Employees

1. Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) deductible or the High Deductible Plan (Option 2) \$3,500/\$7,000 (in 2022) 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. It is agreed that, for employees who retire, the Employer 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 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 those who enroll 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 until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining 30% balance shall be deposited into the employee's Post Health Care Savings Plan

2. Hospital and medical coverage will be provided by current carrier for retired employees.

Guy Carlson is promoted from a position covered by ICEA in which he IS NOT capped for purposes of retiree health insurance (based on ICEA MOU dated 5-11-2012).

LIFE INSURANCE

A. ACTIVE EMPLOYEES - The County will provide and pay the entire premium for the present group life insurance in the amount of \$25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over. All employer provided

insurance and employee elected additional insurance will terminate upon the employee leaving employment.

B. RETIREES. Employees who choose to take early retirement (as defined by MN PERA) shall be entitled to \$1,500 death benefits without premium to the Employer or Employee as provided for under Minnesota Statute Chapter 353.29, subdivisions 2 and 3. Retirees age 70 or over will be provided \$1,500 paid-up life insurance coverage with no premium charge to the Employer or Employee.

DENTAL INSURANCE - Upon successful completion of the employee's initial probationary period, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be: the Employer shall pay the full single premium and 80% of the dependent's cost of said insurance. The employee shall pay 20% of the dependent's cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required initial probationary period, or during an open enrollment period. The maximum annual benefit is \$1500.00 per person.

EMPLOYER OBLIGATION LIMITED - The parties agree that any description of insurance benefits contained herein are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

POST HEALTH CARE SAVINGS PLAN - 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 ICEA pay plan (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his/her accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's Post Health Care Savings Plan.

An employee will not receive severance pay if he/she has less than five years of continuous

Fringe Benefits--County Surveyor

service with Itasca County, or if the employee is terminated by the Employer for cause.

Such Severance Pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed five (5) years from termination of employment.

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

For Appointed Officials newly hired to Itasca County after 01/01/2000, the maximum County payment for severance shall not exceed \$10,000 and the maximum County payment for retirement group insurance premiums shall not exceed \$10,000.

Guy Carlson is promoted from a position covered by ICEA in which he IS NOT capped for purposes of severance and is NOT capped for purposes of retiree health insurance. Therefore, he will remain uncapped for purposes of severance and retiree health insurance (based on ICEA MOU dated 5-11-2012).

WORK HOURS

Appointed positions are considered full time and require full-time efforts of the Employee. The general office hours of the Itasca County Courthouse are 8:00AM until 4:30PM, Monday through Friday, except holidays, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

This is not an employment contract and may be amended at any time by the County Board of Commissioners.

Board Approval Dates. 10/11/2016; 10/24/2017; 12/18/2018; 6/23/2020; 8/23/22



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3132

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Dental and Group Life Insurance MOU's

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures for the Group Dental and Group Life Insurance Plan changes effective January 1, 2023 for the following labor groups: LELS 493, Local 639, Local 580, Teamsters 320 (formerly ICEA), LELS 493, Local 320 (Probation), ICHHSSA, ICCEA, ICMA, and Local 1626.

BACKGROUND:

These MOU's reflect the reduction to the eligibility period for dental insurance for new or rehired employees to the first day of the month following the date of hire and a change to the Group Life Insurance provided by Itasca County to include AD&D coverage in an amount equal to the basic life insurance coverage effective for plan year beginning January 1, 2023.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Group Dental and Life Insurance MOUs 01012023
2. MOU Dental and Group Life Insurance - Local 493 FULLY EXECUTED
3. MOU Dental and Group Life Insurance - Local 580 FULLY EXECUTED
4. MOU Dental and Group Life Insurance - Local 639 FULLY EXECUTED
5. MOU Dental and Group Life Insurance - Local 1626 FULLY EXECUTED
6. MOU Dental and Group Life Insurance - ICCEA FULLY EXECUTED
7. MOU Dental and Group Life Insurance - ICEA FULLY EXECUTED
8. MOU Dental and Group Life Insurance - ICHHSSA FULLY EXECUTED
9. MOU Dental and Group Life Insurance - ICMA FULLY EXECUTED
10. MOU Dental and Group Life Insurance - Local 320 FULLY EXECUTED

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

Memorandum of Understanding (MOU)

**Group Dental - Eligibility Period
Group Life Insurance -Age Reduction Elimination**

This MOU is agreed to between Itasca County and LELS 493 to enter into an agreement to update the 2019-2021 LELS 493 (currently using the 639A) collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance effective January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date. All other provisions of Section 6 – Group Dental Insurance in Article 19 Group Insurance Program remain unchanged.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment. All other provisions of Section 4 – Group Life Insurance in Article 19 Group Insurance Program remain unchanged

All other Articles of the LELS 493 (currently using the Local 639A) collective bargaining agreement remain the same.

This Memorandum of Understanding shall take effect on January 1, 2023 and continue until a successor collective bargaining agreement is executed.

COUNTY OF Itasca County

By: _____

Terry Snyder
County Board Chair

By: _____

Brett Skyles
Administrator

LELS 493

By: Tim Chmielewski

LELS Business Agent

By: 

Steward

Dated:

Dated: 11/14/2022

Memorandum of Understanding (MOU)

Group Dental – Eligibility Period Group Life Insurance – Age Reduction Elimination

This MOU is agreed to between Itasca County and Local 639 to enter into an agreement to update the 2019-2021 Local 639 collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance effective January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment.

All other Articles of the Local 639 collective bargaining agreement remain the same.

COUNTY OF Itasca County

By: _____
Terry Snyder
County Board Chair

By: _____
Brett Skyles
Administrator

Dated: _____

Local 639

By: Jeremy Hous
Its: President

By: _____

Its: _____

Dated: 11-11-2022

Memorandum of Understanding (MOU)

Group Dental – Eligibility Period Group Life Insurance – Age Reduction Elimination

This MOU is agreed to between Itasca County and Local 580 to enter into an agreement to update the 2022-2024 Local 580 collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance effective January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment.

All other Articles of the Local 580 collective bargaining agreement remain the same.

COUNTY OF Itasca County

By: _____
Terry Snyder
County Board Chair

By: _____
Brett Skyles
Administrator

Dated: _____

Local 580

By: Elizabeth Whinley
Its: President

By: Troy Bauch by ew
Its: AFSCME Union Rep

Dated: 11/21/2022

Memorandum of Understanding (MOU)

**Group Dental – Eligibility Period
Group Life Insurance – Age Reduction Elimination**

This MOU is agreed to between Itasca County and Itasca County Employee Association to enter into an agreement to update the 2019-2021 ICEA collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance effective January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment.

All other Articles of the ICEA collective bargaining agreement remain the same.

COUNTY OF Itasca County

By: _____
Terry Snyder
County Board Chair

By: _____
Brett Skyles
Administrator

Dated: _____

ICEA

By: 
Its: SHAWN RACINE
ICEA

By: _____

Its: _____

Dated: 11-15-22

Memorandum of Understanding (MOU)

Group Dental - Eligibility Period Group Life Insurance -Age Reduction Elimination

This MOU is agreed to between Itasca County and LELS 493 to enter into an agreement to update the 2019-2021 LELS 493 (currently using the 639A) collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance effective January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date. All other provisions of Section 6 – Group Dental Insurance in Article 19 Group Insurance Program remain unchanged.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life Insurance coverage with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment. All other provisions of Section 4 – Group Life Insurance in Article 19 Group Insurance Program remain unchanged

All other Articles of the LELS 493 (currently using the Local 639A) collective bargaining agreement remain the same.

This Memorandum of Understanding shall take effect on January 1, 2023 and continue until a successor collective bargaining agreement is executed.

COUNTY OF Itasca County

By: _____

Terry Snyder
County Board Chair

By: _____

Brett Skyles
Administrator

LELS 493

By: Tim Chmielewski

LELS Business Agent

By: 

Steward

Dated:

Dated: 11/14/2022

Memorandum of Understanding (MOU)

**Group Dental – Eligibility Period
Group Life Insurance – Age Reduction Elimination**

This MOU is agreed to between Itasca County and Local 320 to enter into an agreement to update the 2022-2024 Local 320 collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance effective January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment.

All other Articles of the Local 320 collective bargaining agreement remain the same.

COUNTY OF Itasca County

By: _____
Terry Snyder
County Board Chair

By: _____
Brett Skyles
Administrator

Dated: _____

Local 320

By: 
Its: President Teamsters Local 320

By: Tina Carlson
Its: Union Steward

Dated: _____

Memorandum of Understanding (MOU)

Group Dental – Eligibility Period Group Life Insurance – Age Reduction Elimination

This MOU is agreed to between Itasca County and Itasca County Health and Human Services Supervisor Association (ICHHSSA) to enter into an agreement to update the 2022-2024 ICHHSSA collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance beginning January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said Insurance Included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life Insurance coverage with a double Indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment.

All other Articles of the ICHHSSA collective bargaining agreement remain the same.

COUNTY OF Itasca County

By: _____
Terry Snyder
County Board Chair

By: _____
Brett Skyles
Administrator

Dated: _____

ICHHSSA

By: _____
Its: President

By: _____

Its: _____

Dated: 11/10/22

Memorandum of Understanding (MOU)

Group Dental – Eligibility Period Group Life Insurance – Age Reduction Elimination

This MOU is agreed to between Itasca County and Itasca County Confidential Employee Association (ICCEA) to enter into an agreement to update the 2022-2024 ICCEA collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance beginning January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment.

All other Articles of the ICCEA collective bargaining agreement remain the same.

COUNTY OF Itasca County

By: _____
Terry Snyder
County Board Chair

By: _____
Brett Skyles
Administrator

Dated: _____

ICCEA

By: Jail Duck
Its: _____

By: _____
Its: _____

Dated: 11/10/22

Memorandum of Understanding (MOU)

**Group Dental – Eligibility Period
Group Life Insurance – Age Reduction Elimination**

This MOU is agreed to between Itasca County and Itasca County Managers Association (ICMA) to enter into an agreement to update the 2022-2024 ICMA collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance beginning January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said Insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life Insurance coverage with a double Indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment.

All other Articles of the ICMA collective bargaining agreement remain the same.

COUNTY OF Itasca County

ICMA

By: _____
Terry Snyder
County Board Chair

By: Becky Pauer
Its: ICMA President

By: _____
Brett Skyles
Administrator

By: _____
Its: _____

Dated: _____

Dated: 11/8/22

Memorandum of Understanding (MOU)

Group Dental – Eligibility Period Group Life Insurance – Age Reduction Elimination

This MOU is agreed to between Itasca County and Local 1626 to enter into an agreement to update the 2022-2024 Local 1626 collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance effective January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment.

All other Articles of the Local 1626 collective bargaining agreement remain the same.

COUNTY OF Itasca County

By: _____
Terry Snyder
County Board Chair

By: _____
Brett Skyles
Administrator

Dated: _____

Local 1626

By: Christopher V. Worth
Its: _____ President

By: _____

Its: _____

Dated: _____

Memorandum of Understanding (MOU)

Group Dental - Eligibility Period Group Life Insurance -Age Reduction Elimination

This MOU is agreed to between Itasca County and LELS 493 to enter into an agreement to update the 2019-2021 LELS 493 (currently using the 639A) collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance effective January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date. All other provisions of Section 6 – Group Dental Insurance in Article 19 Group Insurance Program remain unchanged.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment. All other provisions of Section 4 – Group Life Insurance in Article 19 Group Insurance Program remain unchanged

All other Articles of the LELS 493 (currently using the Local 639A) collective bargaining agreement remain the same.

This Memorandum of Understanding shall take effect on January 1, 2023 and continue until a successor collective bargaining agreement is executed.

COUNTY OF Itasca County

By: 

~~Terry Snyder~~ Bur Ives
County Board Chair

By: 

Brett Skyles
Administrator

LELS 493

By: 

LELS Business Agent

By: 

Steward

Dated: 6/13/2023

Dated: 11/14/2022

Memorandum of Understanding (MOU)

Group Dental – Eligibility Period Group Life Insurance – Age Reduction Elimination

This MOU is agreed to between Itasca County and Local 580 to enter into an agreement to update the 2022-2024 Local 580 collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance effective January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment.

All other Articles of the Local 580 collective bargaining agreement remain the same.

COUNTY OF Itasca County

By: 

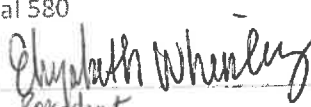
Terry Snyder
County Board Chair

By: 

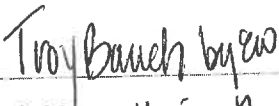
Brett Skyles
Administrator

Dated: 6/13/2023

Local 580

By: 

Elizabeth Whitley
President

By: 

Troy Bauch
AFSCME Union Rep

Dated: 11/21/2022

Memorandum of Understanding (MOU)

Group Dental – Eligibility Period Group Life Insurance – Age Reduction Elimination

This MOU is agreed to between Itasca County and Local 639 to enter into an agreement to update the 2019-2021 Local 639 collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance effective January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment.

All other Articles of the Local 639 collective bargaining agreement remain the same.

COUNTY OF Itasca County

By: _____


Terry Snyder ~~Burl Ives~~
County Board Chair

By: _____


Brett Skyles
Administrator

Dated: _____

6/13/2023

Local 639

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

11-11-2022

Memorandum of Understanding (MOU)

Group Dental – Eligibility Period Group Life Insurance – Age Reduction Elimination

This MOU is agreed to between Itasca County and Local 1626 to enter into an agreement to update the 2022-2024 Local 1626 collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance effective January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

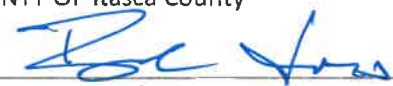
For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment.

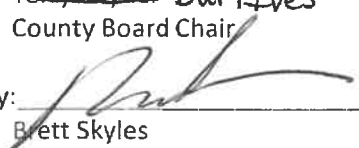
All other Articles of the Local 1626 collective bargaining agreement remain the same.

COUNTY OF Itasca County

By: _____


~~Terry Snyder~~ **Bur Ives**
County Board Chair

By: _____


Brett Skyles
Administrator

Dated: _____

6/13/2023

Local 1626

By: _____


Christopher V. Worth
Its: _____ President

By: _____

Its: _____

Dated: _____

Memorandum of Understanding (MOU)

Group Dental – Eligibility Period Group Life Insurance – Age Reduction Elimination

This MOU is agreed to between Itasca County and Itasca County Confidential Employee Association (ICCEA) to enter into an agreement to update the 2022-2024 ICCEA collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance beginning January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment.

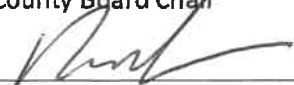
All other Articles of the ICCEA collective bargaining agreement remain the same.

COUNTY OF Itasca County

By: _____


Terry Snyder
County Board Chair

By: _____


Brett Skyles
Administrator

Dated: 6/13/2023

ICCEA

By: _____

Its: _____

By: _____

Its: _____

Dated: 11/10/22

Memorandum of Understanding (MOU)

Group Dental – Eligibility Period Group Life Insurance – Age Reduction Elimination

This MOU is agreed to between Itasca County and Itasca County Employee Association to enter into an agreement to update the 2019-2021 ICEA collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance effective January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment.

All other Articles of the ICEA collective bargaining agreement remain the same.

COUNTY OF Itasca County

By: _____


~~Terry Snyder~~ **Burl Ives**
County Board Chair

By: _____


Brett Skyles
Administrator

Dated: _____

6/13/2023

ICEA

By: _____


Its: **SHAWN RACINE**
ICEA

By: _____

Its: _____

Dated: _____

11-15-22

Memorandum of Understanding (MOU)

Group Dental – Eligibility Period Group Life Insurance – Age Reduction Elimination

This MOU is agreed to between Itasca County and Itasca County Health and Human Services Supervisor Association (ICHHSSA) to enter into an agreement to update the 2022-2024 ICHHSSA collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance beginning January 1, 2023.

For Group Dental Insurance for active employees:

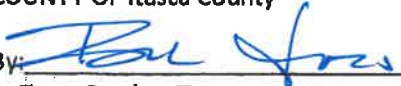
It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said Insurance Included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life Insurance coverage with a double Indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life Insurance and employee elected additional insurance will terminate upon the employee leaving employment.

All other Articles of the ICHHSSA collective bargaining agreement remain the same.

COUNTY OF Itasca County

By: 
Terry Snyder, Burl Ives
County Board Chair

By: 
Brett Skyles
Administrator

Dated: 6/13/2023

ICHHSSA

By: 
Its: President

By: _____

Its: _____

Dated: 11/10/22

Memorandum of Understanding (MOU)

**Group Dental – Eligibility Period
Group Life Insurance – Age Reduction Elimination**

This MOU is agreed to between Itasca County and Itasca County Managers Association (ICMA) to enter into an agreement to update the 2022-2024 ICMA collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance beginning January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment.

All other Articles of the ICMA collective bargaining agreement remain the same.

COUNTY OF Itasca County

By: 

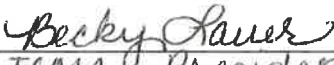
~~Terry Snyder~~ **Burt Ives**
County Board Chair

By: 

Brett Skyles
Administrator

Dated: 6/13/2023

ICMA

By: 

Its: ICMA President

By: _____

Its: _____

Dated: 11/8/22

Memorandum of Understanding (MOU)

**Group Dental – Eligibility Period
Group Life Insurance – Age Reduction Elimination**

This MOU is agreed to between Itasca County and Local 320 to enter into an agreement to update the 2022-2024 Local 320 collective bargaining agreement (cba) relative to Group Dental Insurance for active employee regarding change of eligibility period and to eliminate the age reduction provision for employees enrolled in Group Life Insurance effective January 1, 2023.

For Group Dental Insurance for active employees:

It is agreed that the employer will provide dental insurance under Delta Dental or equivalent for all eligible employees under this bargaining agreement. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

For Group Life Insurance for active employees:

The Employer will provide and pay for the entire premium for the present group Basic Life Insurance in the amount of \$25,000 for each eligible employee, said insurance included Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage with a double Indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouses and eligible dependents at their own expense. All employer provided life insurance and employee elected additional insurance will terminate upon the employee leaving employment.

All other Articles of the Local 320 collective bargaining agreement remain the same.

COUNTY OF Itasca County

By: _____

~~Ferry Snyder~~ **Burl Ives**
County Board Chair

By: _____

Brett Skyles
Administrator

Dated: 6/13/2023

Local 320

By: _____

Its: **President Teamsters Local 320**

By: _____

Tiana Carlson
Its: **Union Steward**

Dated: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3135

DEPARTMENT: University of Minnesota Extension **TIME REQUESTED:** 5 Minutes
PRESENTER: Terry Snyder, Cory Smith

AGENDA ITEM:
Itasca County Farm Family of the Year

BOARD ACTION REQUESTED:
Honor Blueberry Hill Farm as the 2023 Itasca County Farm Family.

BACKGROUND:
Itasca County
Lignell Family

The Lignell farm was started by Elizabeth Lignell's great grandfather in 1907. There were mostly beef cows in the operation over the years. Some dairy cows were on the farm early, but it was mostly a beef operation. Elizabeth's grandfather had Angus cattle, and her father ran a commercial cow-calf herd. Elizabeth moved back to purebred Angus cattle. The family raises purebred Angus cattle and sells breeding stock private treaty. They've had bulls in the St. Croix Valley bull test in Wisconsin. The Lignells also have a small flock of 4-H sheep. Elizabeth and her husband, Bob, have three boys, Wyatt, Aden, and Isaac who've shown cattle and sheep in 4-H at the county, regional and state levels with good success. Elizabeth runs the operation and works full-time at the Blandin Paper Company in Grand Rapids, Bob also has a full-time job off the farm. Elizabeth says Bob fixes all the things she breaks. Isaac helps on the farm as a champion hay raker, bale hauler and chore partner. The Lignells have always been involved in Itasca County 4-H. Elizabeth's dad was a tireless volunteer for 4-H beef and sheep projects. Elizabeth was an adult 4-H leader for 12 years and serves as the current livestock project bowl coach. She volunteers for all the animal agriculture activities at the county fair that she can. The Lignells show cattle and sheep at the Itasca and St. Louis County fairs and enjoy being animal agriculture advocates.

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 13, 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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Motion To: Approve the contract renewal with Maasch Construction, Inc. for demolition and tire hauling services from June 21, 2023 through June 20, 2028 pending County Attorney review and approval.

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

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS 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 13, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3130

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Greg Stoltz

AGENDA ITEM:

Canister Site Operations Contract

BOARD ACTION REQUESTED:

Accept DJV Inc. as the lowest Bidder for the Outlying Canister Site Operations Contract.

BACKGROUND:

The Environmental Services Department (ESD) sent a Request for Proposals (RFP) out for companies to bid on the five (5) year contract for the supervision and operations of the county's 13 outlying canister sites. Two (2) local companies returned bids with DJV Inc. being the lowest bidder. ESD would like the Itasca County Board to accept the bids, and approve ESD to enter into a contract with DJV Inc., the lowest bidder.

DJV Inc. has had this contract in the past and has established a great working relationship with Itasca County in various other projects and contracts.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2023 Dan Gielen, DVG LLC Bid
2. 2023 DJV Inc. Bid
3. Service Contract
4. Operations Contract
5. Canister Site Operations Contract FULLY EXECUTED

Motion To: Accept DJV Inc. as the lowest Bidder for the Outlying Canister Site Operations Contract, pending County Attorney review and approval.

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

Attachment A – Itasca County Proposal Form

REQUEST FOR PROPOSAL #2023-2028
ITASCA COUNTY OUTLYING CANISTER SITE OPERATIONS
Proposal Form

Part A: 14.50 per hour: 9 Outlying Canister Sites: Bass Lake, Cowhorn, Deer River, Goodland, Iron Range, Long Lake, Squaw Lake, Sunrise, Suomi

Year 1	\$ 287472.93	
Year 2	\$ 294472.93	
Year 3	\$ 294472.93	
Year 4	\$ 294472.93	
Year 5	\$ 294472.93	
		Part A Total for years 1-5 \$ 1465364.63

Part B: 16.50 per hour: 4 Outlying Canister Sites: Bigfork, Bray Lake, Sago, Spring Lake

Year 1	\$ 158553.79	
Year 2	\$ 159053.79	
Year 3	\$ 159053.79	
Year 4	\$ 159053.79	
Year 5	\$ 159053.79	
		Part B Total for years 1-5 \$ 794768.97

Part C: 18.50 per hour: 1 Demolition Landfill Inspection Site

Year 1	\$ 62764.81	
Year 2	\$ 62764.81	
Year 3	\$ 62764.81	
Year 4	\$ 62764.81	
Year 5	\$ 62764.81	
		Part C Total for years 1-5 \$ 313824.05

Part D: Add Parts A, B and C Totals:

TOTAL PROPOSAL PRICE \$ 2573957.65

FILL OUT BACK SIDE ALSO:

IMPORTANT: Pursuant to instruction the total proposal price under Part D of this "Proposal Form" shall be for the cost of providing the work and supervision at 9 solid waste/recycling sites and 4 solid waste/recycling/demolition sites and 1 demolition landfill site for the 5-year contract period.

By submitting a proposal, the Proposer certifies that he/she/they has studied the Proposal Instructions and RFP Specifications, understands them and will comply with all requirements thereof.

Don Dick, DVB LLC
Company

6/5/23
Date

Attachment A – Itasca County Proposal Form

11292 88th Ave NE
Address

DEER RIVER
City

MN
State

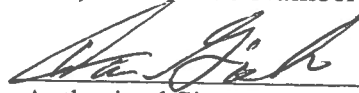
56636
Zip Code

DAN GIELEN
Contact Person

218-244-3608
Phone Number

gielenv@hotmail.com
Email Address

TIN, FEIN or SS Number


Authorized Signature

Solo MBR
Title

6/5/23
Date

Receipt of Addenda (The receipt of the following addenda is hereby acknowledged)

Addendum No.		Dated:	
--------------	--	--------	--

Addendum No.		Dated:	
--------------	--	--------	--

REQUEST FOR PROPOSAL #2023-2028
ITASCA COUNTY OUTLYING CANISTER SITE OPERATIONS
Proposal Form

Part A: 14.50 per hour: 9 Outlying Canister Sites: Bass Lake, Cowhorn, Deer River, Goodland, Iron Range, Long Lake, Squaw Lake, Sunrise, Suomi

Year 1 \$ 279,013.19
Year 2 \$ 279,013.19
Year 3 \$ 279,013.19
Year 4 \$ 279,013.19
Year 5 \$ 279,013.19

Part A Total for years 1-5 \$ 1,395,065.95

Part B: 16.50 per hour: 4 Outlying Canister Sites: Bigfork, Bray Lake, Sago, Spring Lake

Year 1 \$ 149,597.36
Year 2 \$ 149,597.36
Year 3 \$ 149,597.36
Year 4 \$ 149,597.36
Year 5 \$ 149,597.36

Part B Total for years 1-5 \$ 747,986.80

Part C: 18.50 per hour: 1 Demolition Landfill Inspection Site

Year 1 \$ 66,326.59
Year 2 \$ 66,326.59
Year 3 \$ 66,326.59
Year 4 \$ 66,326.59
Year 5 \$ 66,326.59

Part C Total for years 1-5 \$ 331,632.95

Part D: Add Parts A, B and C Totals:

TOTAL PROPOSAL PRICE \$ 2,474,685.70

FILL OUT BACK SIDE ALSO:

IMPORTANT: Pursuant to instruction the total proposal price under Part D of this “Proposal Form” shall be for the cost of providing the work and supervision at 9 solid waste/recycling sites and 4 solid waste/recycling/demolition sites and 1 demolition landfill site for the 5-year contract period.

By submitting a proposal, the Proposer certifies that he/she/they has studied the Proposal Instructions and RFP Specifications, understands them and will comply with all requirements thereof.

DJV Inc
Company

6/5/23
Date

Attachment A – Itasca County Proposal Form

Po Box 368

Address

Deer River

City

MN

State

56636

Zip Code

Caleb Villeneuve

Contact Person

218-2468729

Phone Number

refuse@paulbunyan.net

Email Address

41-1868731

TIN, FEIN or SS Number

Caleb Villeneuve

Authorized Signature

Manager

Title

6/5/23

Date

Receipt of Addenda (The receipt of the following addenda is hereby acknowledged)

Addendum No.		Dated:	
Addendum No.		Dated:	

County of Itasca, Minnesota Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS SERVICE CONTRACT, made this 1st day of July 2023, by and between the County of Itasca, herein called the “County,” and DJV Inc., a corporation organized and existing under the laws of the State of Minnesota located at 49328 US Highway 2 Deer River MN, 56636, 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 Employment 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 Request for Proposal #2023-2028 attached to this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from July 1, 2023, to June 31, 2028, inclusive. The Contract may be extended if provided for in the “Agreement for Operations”.

D.1 SPECIAL CONDITIONS

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

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 \$2,474,685.70 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 Request for Proposal #2023-2028 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 Request for Proposal #2023-2028. 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 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 bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

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

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

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

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

J.1.8 Indemnification Clause

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

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

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

The above establishes minimum insurance requirements. It is the sole responsibility of 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 at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

- K.1.1 The 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 Request for Proposal #2023-2028, or to the reasonable satisfaction of County, upon notification to Contractor.

M.1 ASSIGNMENT

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

DJV Inc.

COUNTY OF ITASCA, MINNESOTA

By: _____

By: _____

Its _____

Itasca County Board Chairperson

By: _____

Itasca County Administrator

APPROVED AS TO FORM & EXECUTION

By: _____

Itasca County Attorney

AGREEMENT FOR OPERATIONS OF THE ITASCA COUNTY OUTLYING CANISTER SITES

This Agreement for Operation of Itasca County Outlying Canister Sites “*Agreement*” is made and entered into this 1st day of July 2023 “*Effective Date*” between Itasca County, Minnesota “*County*” and DJV 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 owns a demolition landfill “*Landfill*” for the sole purpose of receiving construction and demolition debris “*Demolition*” from residents of Itasca County.

WHEREAS the County desires to enter into an Agreement with Contractor for the purpose of operating the Canister Sites & Landfill “*Services*” by employing “*Site Attendants*” 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 July 1st, 2023, and extending through June 30th, 2028. Thereafter, this Agreement may be extended or renewed upon mutual agreement of the parties when put in writing by January 1, 2028. 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 shall keep the sites roads plowed and maintained as needed as well as removal of excessive amounts of snow around any buildings or dumpsters.
- 3.3 County shall maintain an inventory of needed supplies at the Contractors place of business for when site attendants requested such supplies to do their job. County will restock these supplies as needed or when asked for by Contractor. Contractor will be responsible to deliver these supplies to the Site Attendants as requested.

- 3.4 County shall be solely responsible for all required improvements to the Canister Sites, the non-routine repairs and maintenance, structural and roofing issues, electrical issues, repair or replacement of any surfaces; modifications and improvements to Canister Sites buildings, building systems, permanent roads, ditches, fences, trees, shrubs, etc. County, during the Term and at County's sole cost and expense, shall pay real estate and property taxes and any special assessments.
- 3.5 County shall be entitled to inspect the Canister Sites and view the operations of the Canister Sites at any time with no advance notice in order to verify compliance with this Agreement; provided, however, that such inspections of the Canister Sites shall not be of such duration or frequency as to interfere with the operation of the Canister Sites.
- 3.6 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 Canister Sites.
- 3.7 County shall provide, through its Hauling Contractor, separate containers for each of the following types of Materials at each of the Canister Sites: MSW, glass, paper/magazines, tin, aluminum, cardboard, and plastic bottles, and jugs.
- 3.8 County will maintain a contract with a propane provider for heating at the canister sites and will notify the Contractor of the company name and number the beginning of each heating season.
- 3.9 County agrees to pay mileage to Contractor for deliveries and training to each site when needed. County will not reimburse mileage for Site Attendants travel to and from Canister Sites.

SECTION 4: CONTRACTOR'S OBLIGATIONS.

- 4.1 Contractor shall operate the Canister Sites and be solely responsible for the employment of sufficient numbers of personnel in a manner that will ensure their smooth operation and will not unreasonably delay the operations of the Canister Sites. See Exhibit C.
- 4.2 Contractor shall ensure that an attendant is physically present at each of the sites as described in the RFP and Exhibit A.
- 4.3 Contractor shall assure no employee (Site Attendant) will work greater than 48 hours per work week.
- 4.4 Contractor shall assure all grass is cut and trimmed at all Outlying Canister Sites as needed.
- 4.5 Contractor shall have and maintain an MPCA Solid Waste Landfill Type III Operator Certification.
- 4.6 Contractor shall train all new Site Attendants on the proper way to operate Canister Sites according to County procedures and inform Site Attendants of all policies set forth by County. Contractor shall be sure all Site Attendants know what can/cannot be taken at each individual site.
- 4.7 Contractor, through its Site Attendants, shall assure that all dumpsters are being filled to their capacity before moving onto the next dumpster. Partially filled dumpsters will not be picked up, even if asked for by Site Attendants.
- 4.8 Contractor, through its Site Attendants, agrees to communicate with Contracted Haulers whenever Canister Site canisters need to be emptied, maintained or repaired.

- 4.9 Contractor, through its Site Attendants, shall ensure that all Sites are kept free of litter and that Site Attendants maintain the inside of attendant buildings to be free of litter and clutter in an effort to prevent accidents or fire.
- 4.10 Contractors' employees (Site Attendants) are responsible for their own mileage to and from Canister Sites. County will not reimburse Contractor for any mileage for any Site Attendants travel.
- 4.11 Contractor agrees to operate the Canister Sites in accordance with Exhibit A, Except for emergencies and inclement weather, Contractor shall not alter the hours of operation without the consent of the County.
- 4.12 Contractor and employee (Site Attendant) shall not get paid anytime a site is not opened and manned by an employee of the Contractor.
- 4.13 Contractor shall deliver any needed supplies to the sites when requested by the site attendants. These supplies will be available to the Contractor out of an inventory supplied by the County and maintained by the Contractor.
- 4.14 Contractor, through its employees (Site Attendants) will monitor the propane tank levels at all sites.
- 4.15 Contractor shall be responsible to take all reasonable safety precautions with respect to its employees, and all invitees to the Canister Sites, and shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority.]
- 4.16 Contractor shall contact propane provider, anytime the propane tanks propane level falls below 20 percent, in an effort to not get charged a "special fee" if the propane provider needs to make a special trip to any site for propane delivery. Any "special fee's" from the propane provider will be charged back to the Contractor.
- 4.17 In the event the Recyclable Materials at the Canister Sites become contaminated, the Contractor, through its employees, will do their best to remove any contaminates from the containers so the recyclables do not get rejected by the Hauler.

SECTION 5: INSURANCE.

- 5.1 Contractor agrees that it will at all times 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 The County agrees to indemnify, hold harmless and defend Contractor and Contractor's corporate affiliates, parents and subsidiaries and subcontractors from any claims or liability which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of contamination or adverse effects on the environment including any liabilities for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as Superfund) or comparable state law, related to this Agreement or the Facilities.
- 6.3 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. 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.
- 7.3 This Agreement shall be interpreted under and governed by the laws of the State of Minnesota.
- 7.4 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.
- 7.5 Any alterations, variations, modifications, amendments, or waivers of the provisions of this Contract shall be valid when they have been reduced to writing and signed by authorized representative of the County and Contractor.
- 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.

AGREEMENT FOR OPERATIONS OF THE ITASCA COUNTY OUTLYING CANISTER SITES

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

DJV, Inc.

Itasca County, Minnesota

Signature: _____

Signature: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS SERVICE CONTRACT, made this 1st day of July 2023, by and between the County of Itasca, herein called the “County,” and DMC Inc., a corporation organized and existing under the laws of the State of Minnesota located at 49328 US Highway 2 Deer River MN, 56636, 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 Employment 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 Special Conditions attached to this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from July 1, 2023, to June 31, 2028, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

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

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 \$2,474,685.70 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 Special Conditions 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 Special Conditions. 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 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 bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

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

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

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

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

J.1.8 Indemnification Clause

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

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

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

The above establishes minimum insurance requirements. It is the sole responsibility of 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 at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The 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 Special Condition, or to the reasonable satisfaction of County, upon notification to Contractor.

M.1 ASSIGNMENT

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

N.1 INDEMNIFICATION

N.1.1 See Section J.1.8

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. 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 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 21st day of June, 2023.

DMC Inc.

COUNTY OF ITASCA, MINNESOTA

By: 
David Villeneuve (Jun 21, 2023 11:42 CDT)

Its President

By: 
Burl Ives (Jun 21, 2023 13:39 CDT)

Itasca County Board Chairperson

By: 
Brett Skyles (Jun 21, 2023 13:42 CDT)

Itasca County Administrator

APPROVED AS TO FORM & EXECUTION

By: 
Matti Adam (Jun 21, 2023 13:45 CDT)

Itasca County Attorney



**REQUEST FOR PROPOSALS
ITASCA COUNTY OUTLYING CANISTER SITE OPERATIONS PROPOSAL
INSTRUCTIONS
ITASCA COUNTY RFP #2023-2028**

Itasca County Environmental Services Department, Itasca County, Minnesota, is requesting proposals for the operation of thirteen (13) of their outlying canister sites as well as one (1) demolition landfill inspection area. Potential contractors must provide information related to management qualifications, cost and technical aspects that demonstrate the contractor's ability to successfully meet the County's needs and objectives, as specified in this Request for Proposal (RFP).

Contractors should carefully review the RFP in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the County in writing or via e-mail of any ambiguity, inconsistency or errors which may be discovered upon examination of this RFP.

Itasca County may revise this RFP by issuing an addendum prior to its opening. Addendum will become part of the proposal documents and subsequent contract. In unusual circumstances, Itasca County may postpone the letting in order to notify all contractors of errors to allow enough time to respond to the addendum.

Itasca County reserves the right to reject any and all proposals, to wave irregularities and to accept the proposal deemed in the best interest of Itasca County.

Submitting a Proposal

- Proposals shall be submitted on the "Proposal Form" that accompanies these instructions.
- The original of each "Proposal Form" shall be submitted in a sealed envelope clearly marked: **"Proposal for Outlying Canister Sites Operations"**
- Proposals shall be delivered No later than 2:00 pm on Monday June 5, 2023 to:
Itasca County Auditor
123 NE. Fourth Street
Grand Rapids, MN 55744
- Proposal Letting shall begin at 10:00 am on Tuesday June 6, 2023 at:
Itasca County Environmental Services
123 NE. Fourth Street
Grand Rapids, MN 55744
- Proposals will be presented to the Itasca County Board of Commissioners on Tuesday June 13, 2023, at approximately 2:30 pm, or as soon thereafter as the Board's agenda permits, in the County Board Room of the Itasca County Courthouse at the above-stated address.

Attachment C – County of Itasca, Minnesota Service Contract

OVERVIEW

This RFP provides: 1) a description of the scope of services; 2) proposal instructions, 3) a summary of the information which Contractors must submit in their proposals; and 4) pricing forms to facilitate an evaluation of proposals.

Itasca County Timeline

Request for Proposals Issued:	Wednesday, May 5, 2023
Questions Received by	Tuesday, May 23, 2023 by 2PM
Responses Posted on:	Friday, May 26, 2023
Proposals Due:	Monday, June 5, 2023 by 2PM
Review and Evaluation:	Tuesday, June 6, 2023 at 10AM
Board Approval (Est.):	Tuesday, June 13, 2023
Estimated Start Date:	Thursday, July 1, 2023

Attachment C – County of Itasca, Minnesota Service Contract

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ATTACHMENT A Proposal Form

ATTACHMENT B Canister Site Detail Information

ATTACHMENT C County of Itasca, Minnesota Service Contract

Attachment C – County of Itasca, Minnesota Service Contract

SECTION 1

INSTRUCTIONS

1.1 Canister Site Locations. A map of the site locations is also provided in Attachment B.

- Bass Lake Site, 63800 Bass Lake Park Road, Effie MN.
- Bigfork Site, 39605 County Road 225, Bigfork MN.
- Bray lake Site, 20075 County Road 56, Nashwauk MN.
- Danson Site, 16627 County Road 484, Grand Rapids MN.
- Deer River Site, 37798 County Road 140, Deer River MN.
- Goodland Site, 25028 County Road 560, Pengilly MN.
- Iron Range Site, 31340 Scenic Highway, Bovey MN.
- Long Lake Site, 48254 Scenic Highway, Bovey MN.
- Sago Site, 14532 County Road 476, Warba MN.
- Spring Lake Site, 50524 County Road 4, Spring Lake MN.
- Sunrise Site, 42405 Spider Lake Road, Bovey MN.
- Suomi Site, 44602 County Road 48, Deer River MN
- Squaw Lake Site, 53077 County Road 163, Squaw Lake MN.

1.2 Proposal Bond. All proposals must be accompanied by a Certified Check, Bidder's Bond, or an Irrevocable Letter of Credit from a lending institute covered by FDIC made payable to the Itasca County Auditor/Treasurer for five percent (5%) of the amount of the first (1st) year total bid.

SECTION 2

SCOPE OF WORK

2.1 Itasca County currently owns thirteen (13) outlying canister sites and one (1) demolition landfill with inspection area that are operated under a Contractor that employs site attendants to staff the locations on the posted days and times. Contractor is responsible to have enough employees to operate each location along with an alternate employee to fill in as needed. The site attendants will inspect loads being hauled into each site by county residents and instruct those visitors on the cost of disposal as well as guide them in where each item needs to be placed at the site. Site attendants will keep track of all incoming items and report them back to the County on supplied forms. Each canister site is equipped with an attendant building to protect the employee and their belongings both personal and those items needed to carry-out the daily tasks of running the sites. Contractor will be responsible to deliver needed supplies to Site Attendants as needed. Contractor, through its employees, is responsible for the smooth operation of each site and will notify the County of any issues.

2.2 Contractor shall comply with all applicable Federal, State, and Local laws and regulations pertaining to equal employment opportunity. The contractor is responsible for determining the applicability of those provisions and the extent of compliance.

3.1 The term of this Agreement shall be for five years, commencing on July 1st, 2023 and extending through June 30th, 2028. Thereafter, this Agreement may be extended or renewed upon mutual agreement of the parties when put in writing by January 1, 2028. Notwithstanding the foregoing, this Agreement may be terminated for cause pursuant to Section 4.

SECTION 4**TERMINATION/DEFAULT**

4.1 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 5**CONTRACT EXECUTION; FAILURE TO COMPLY**

5.1 The successful proposer shall enter into and execute a contract with Itasca County, and return the same to the County within 15 days after the contract forms have been mailed to the proposer. The terms and conditions of this contract shall be as set forth in these instructions and specifications. Upon the failure of the successful proposer to execute the contract or to comply with any other requirements imposed precedent to the approval of the contract within the time allotted, including without limitation the posting of a performance bond or providing required certificates of insurance, the proposal bond requested in this call for proposals shall be forfeited to the County, not as a penalty, but as liquidated damages. By submitting a proposal, the proposer agrees that said liquidated damages shall cover the damages sustained by the County for additional administrative costs, expenses of re-advertising and proposing, and other damages sustained by the County as a result of the failure of the successful proposer to execute a written contract as required under these documents. Proposer further agrees that said liquidated damages shall not cover, but also shall not preclude the County from claiming damages it sustains on account of delay, price changes, loss of other contracts, loss of income, inability of the County to fulfill other contracts, loss of other benefits of this contract, or other damages direct or consequentially arising out of breach of the contract or failure to perform the same by the successful bidder.

SECTION 6**RIGHT TO REJECT AND WAIVE DEFECTS**

6.1 The County reserves the right to accept or reject any or all proposals, to waive any defects of technicalities, or to advertise for new proposals where the acceptance, rejection, waiving, or re-advertising of such would be in the best interests of the County as determined exclusively by the County Board.

Attachment C – County of Itasca, Minnesota Service Contract

SECTION 7

CONTRACT DELIVERY; RELEASE OF BID BOND

7.1 Contractor shall sign the contract required under these instructions and specifications and deliver it, together with the documents called for by it, to the County's Environmental Services Director. The Environmental Services Director shall review these submissions for compliance before proposer's security bond, certified check, or letter of credit are surrendered.

SECTION 8

CONTRACT CONDITIONS

8.1 The successful proposer shall enter into a contract with the County consisting of the terms and conditions set forth in the sections that follow as well as those provided in Attachment C.

SECTION 9

CONTRACTOR RESPONSIBILITIES

9.1 Contractor shall operate the Canister Sites and be solely responsible for the employment of sufficient numbers of personnel in a manner that will ensure their smooth operation and will not unreasonably delay the operations of the Canister Sites.

9.2 Contractor shall ensure that an attendant is physically present at each of the sites as described in the RFP.

9.3 Contractor shall assure no employee (Site Attendant) will work greater than 48 hours per work week.

9.4 Beginning Year 2 thru Year 5 all lawn mowing and trimming at Outlying Canister Sites will be the responsibility of the contractor.

9.5 Contractor shall have and maintain an MPCA Solid Waste Landfill Type III Operator Certification.

9.6 Contractor shall train all new Site Attendants on the proper way to operate Canister Sites according to County procedures and inform Site Attendants of all policies set forth by County. Contractor shall be sure all Site Attendants know what can/cannot be taken at each individual site.

9.7 Contractor, through its Site Attendants, shall assure that all dumpsters are being filled to their capacity before moving onto the next dumpster. Partially filled dumpsters will not be picked up, even if asked for by Site Attendants.

9.8 Contractor, through its Site Attendants, agrees to communicate with Contracted Haulers whenever Canister Site canisters need to be emptied, maintained or repaired.

9.9 Contractor, through its Site Attendants, shall ensure that all Sites are kept free of litter and that Site Attendants maintain the inside of attendant buildings to be free of litter and clutter in an effort to prevent accidents or fire.

Attachment C – County of Itasca, Minnesota Service Contract

9.10 Contractors employees (Site Attendants) are responsible for their own mileage to and from Canister Sites. County will not reimburse Contractor for any mileage for any Site Attendants travel, including but not limited to back-up attendants.

9.11 Contractor agrees to operate the Canister Sites in accordance with Attachment B, Except for emergencies and inclement weather, Contractor shall not alter the hours of operation without the consent of the County.

9.12 Contractor and employee (Site Attendant) shall not get paid anytime a site is not opened and manned by an employee of the Contractor.

9.13 Contractor shall deliver any needed supplies to the sites when requested by the Site Attendants. These supplies will be available to the Contractor out of an inventory supplied by the County and maintained by the Contractor.

9.14 Contractor shall be responsible to take all reasonable safety precautions with respect to its employees, and all invitees to the Canister Sites, and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority.

9.15 Contractor, through its employees (site attendants) will monitor the propane tank levels at all sites.

9.16 Contractor shall contact propane provider, anytime the propane tanks propane level falls below 20 percent, in an effort to not get charged a “special fee” if the propane provider needs to make a special trip to any site for propane delivery. Any “special fee’s” from the propane provider will be charged back to the Contractor.

9.17 In the event the Recyclable Materials at the Canister Sites become contaminated, the Contractor, through its employees, will do their best to remove any contaminates from the containers so the recyclables do not get rejected by the Hauler.

SECTION 10

COUNTY’S RESPONSIBILITIES

10.1 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.

10.2 County shall keep the sites roads plowed and maintained as needed as well as removal of excessive amounts of snow around any buildings or dumpsters.

10.3 County shall be solely responsible for all required improvements to the Canister Sites, the non-routine repairs and maintenance, structural and roofing issues, electrical issues, repair or replacement of any surfaces; modifications and improvements to Canister Sites buildings, building systems, permanent roads, ditches, fences, trees, shrubs, etc. County, during the Term and at County’s sole cost and expense, shall pay real estate and property taxes and any special assessments.

10.4 County shall be entitled to inspect the Canister Sites and view the operations of the

Attachment C – County of Itasca, Minnesota Service Contract

Canister Sites at any time with no advance notice in order to verify compliance with this Agreement; provided, however, that such inspections of the Canister Sites shall not be of such duration or frequency as to interfere with the operation of the Canister Sites.

10.5 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 Canister Sites.

10.6 County shall provide, through its Hauling Contractor, separate containers for each of the following types of Materials at each of the Canister Sites: MSW, glass, paper/magazines, tin, aluminum, cardboard, and plastic bottles and jugs.

10.7 County will maintain a contract with a propane provider for heating at the canister sites and will notify the Contractor of the company name and number the beginning of each heating season.

10.8 County shall maintain an inventory of needed supplies at the Contractors place of business for when site attendants requested such supplies to do their job. County will restock these supplies as needed or when asked for by Contractor. Contractor will be responsible to deliver these supplies to the Site Attendants as requested.

10.9 County agrees to pay mileage to Contractor for deliveries and training to each site when needed. County will not reimburse mileage for Site Attendants or their back-ups travel to and from Canister Sites.

Exhibit C

<u>Site Name</u>	<u>Employees Needed</u>	<u>Employee Hourly Rate</u>	<u>Site Address</u>
Bass Lake	1-Attendant 1-Back-Up	\$13.50 /hour	63800 Bass Lake Park Road, Effie
Bigfork	1-Attendant 1-Back-Up	\$15.50 /hour	39605 County Rd. 225, Bigfork
Bray Lake	1-Attendant 1-Part Time, 1-Back-Up	\$15.50 /hour See Highlighted below	20075 County Rd. 56, Nashwauk
Danson	1-Attendant, 1-Back-Up	\$15.50 /hour	16627 County Rd. 484, Grand Rapids
Deer River	1-Attendant 1-Back-Up	\$13.50 /hour	37798 County Rd. 140, Deer River
Goodland	1-Attendant 1-Back-Up	\$13.50 /hour	25028 County Rd. 560, Pengilly
Iron Range	1-Attendant 1-Back-Up	\$13.50 /hour	31340 Scenic Hwy, Bovey
Long Lake	1-Attendant 1-Back-Up	\$13.50 /hour	48254 Scenic Hwy, Bovey
Sago	1-Attendant 1-Back-Up	\$15.50 /hour	14532 County Road 476, Warba
Spring Lake	1-Attendant 1-Back-Up	\$15.50 /hour	50524 County Rd. 4, Spring Lake
Squaw Lake	1-Attendant 1-Back-Up	\$13.50 /hour	53077 County Rd. 163, Squaw Lake
Sunrise	1-Attendant 1 Back-Up	\$13.50 /hour	42405 Spider Lake Rd. Bovey
Suomi	1-Attendant 1-Back-Up	\$13.50 /hour	44602 County Rd. 48, Deer River
Demolition Inspector	1-Attendant 1-Back-Up	\$17.50 /hour	29959 East Bass Lake Road Grand Rapids

FOR SIGNATURE: Canister Site Operations Contract

Final Audit Report

2023-06-21

Created:	2023-06-21
By:	Amanda Schultz (amanda.schultz@co.itasca.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHjnu26DiXsK09wf1zMDr7zqE2s5Ry-Hw

"FOR SIGNATURE: Canister Site Operations Contract" History

-  Document created by Amanda Schultz (amanda.schultz@co.itasca.mn.us)
2023-06-21 - 3:25:54 PM GMT- IP address: 207.171.101.27
-  Document emailed to David Villeneuve (refuse@paulbunyan.net) for signature
2023-06-21 - 3:30:04 PM GMT
-  Email viewed by David Villeneuve (refuse@paulbunyan.net)
2023-06-21 - 4:42:08 PM GMT- IP address: 205.149.157.32
-  Document e-signed by David Villeneuve (refuse@paulbunyan.net)
Signature Date: 2023-06-21 - 4:42:44 PM GMT - Time Source: server- IP address: 205.149.157.32
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 Signer brett.skyles@co.itasca.mn.us entered name at signing as Brett Skyles

2023-06-21 - 6:42:45 PM GMT- IP address: 207.171.101.27

 Document e-signed by Brett Skyles (brett.skyles@co.itasca.mn.us)

Signature Date: 2023-06-21 - 6:42:47 PM GMT - Time Source: server- IP address: 207.171.101.27

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 Email viewed by Matti Adam (matti.adam@co.itasca.mn.us)

2023-06-21 - 6:44:52 PM GMT- IP address: 104.47.65.254

 Document e-signed by Matti Adam (matti.adam@co.itasca.mn.us)

Signature Date: 2023-06-21 - 6:45:03 PM GMT - Time Source: server- IP address: 207.171.101.27

 Agreement completed.

2023-06-21 - 6:45:03 PM GMT



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 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
4. ICSO Hiring Recruitment Checklist
5. ICSO Hiring Flowchart

06/06/2023

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

Motion To: Grant Sheriff Joe Dasovich full hiring authority authorized under Minnesota Statute 387.

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

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

Working Document
Checklist/Delineation of Recruitment Tasks between HR & Sheriff's Department

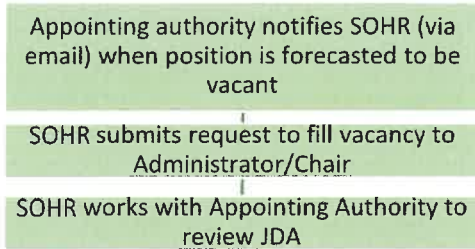
Job Title:		Date Posted:	
Supervisor:		Exam Plan#:	

Date Completed	Task	Responsible Party
	Appointing authority notifies HR (via email) when position is vacant.	Sheriff or designee
	Submits request to fill vacancy to Administrator/Chair Checklist initiated	HRS
	Sheriff Admin supports HRS in review of JOA by Appointing Authority (update if necessary)	HRS/S. Admin
	HR staff has up to five business days to begin internal posting vacancy for Sheriff's Department after chair approval and JOA completed.	Sheriff or designee
	Determine if exam prepared for position/required, # of candidates to be interviewed, T&E ratings	Sheriff or designee
	Internal Posting	
	Vacant position posted internally to NeoGov (for 7 calendar days)	Sheriff or designee
	Displays internal posting in HR Office and bulletin board	Sheriff or designee
	Internal posting email sent to staff	Sheriff or designee
	Review internal candidates per T&E criteria, seniority, etc.	Sheriff or designee
	Solicits assistance from Sheriff admin. for scheduling, setting up and proctoring exams (if necessary)	HRS/S. Admin
	Scores and files exams (confidential)	Sheriff or designee
	Prepares list of eligible internal candidates	Sheriff or designee
	Certify eligible internal candidates	HR Director/Sheriff
	Provide certified internal candidates to hiring authority	Sheriff or designee
	Works with Sheriff/designee to set interview date/time, arranges room	Sheriff or designee
	Complete/update backgrounding (if necessary)	Sheriff or designee
	Hiring authority selects candidate/verbally confirms with candidate & notifies HRS	Sheriff or designee
	Prepare offer letter (HRS), meet with candidate to discuss offer, schedule orientation, ECF, Safety training (as necessary)	HRS/Sheriff or designee
	Plan/schedule additional onboarding/training (if necessary), create job change PAN, notify union (if applicable), payroll/union due changes, update performance review schedule	HRS/HRA/Safety

	External Posting (if no eligible internal candidates)	
	Vacant position posted externally to NeoGov (10 days in advance in official newspaper and posted in courthouse per Civil Service rules?)	Sheriff or designee
	Vacant position posted to external sites per HR practices (10 days?)	Sheriff or designee
	Review external candidates per T&E criteria	Sheriff or designee
	Assess if exams are necessary/prepared	Sheriff or designee
	Solicits assistance from Sheriff admin. for scheduling, setting up and proctoring exams (if necessary)	Sheriff or designee
	Scores and files exams (confidential)	-
	Prepares list of eligible external candidates	Sheriff or designee
	Certify eligible external candidates	Sheriff or designee
	Provide certified external candidates to hiring authority	
	Works with Sheriff/designee to set interview date/time, arranges room	
	Interviews, rates external candidates, selects preferred candidate, inform HR	Sheriff or designee
	Prepare contingent job offer and determine backgrounding/exams needed	HRS. Admin. Sheriff/designee
	Complete reference checks/update backgrounding, determine/schedule applicable testing (psychological, physical, drug & alcohol, etc.)	-- Sheriff or designee
	Subsequent to successful backgrounding and testing, confirm job offer (if candidate doesn't pass testing, discuss with Sheriff)	Sheriff or designee
	Prepare final offer letter (HRS), schedule orientation, ECF, Safety training (as necessary)	
	Complete onboarding/training, Enter New Hire into UKG	-
	1 Position-specific training	HRS (with help of S. Admin if needed) HRS/HRA/Safety Supervisor/SO

Responsibilities/tasks to be completed by HR Director (per state statute 375.60):

- Submitting JDA for reclassification {if necessary}
- Consider simultaneous internal/external posting upon hiring authority request
- Create and maintain lists of eligibles
- Certifying eligibility list for external postings to appointing authority
- Oversee public posting process and approve invoices
- Ensure procedures are nondiscriminatory and provide fair treatment of applicants in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex or religious creed
- Supervise and direct work of employees in personnel department
- Schedule and conduct hearing per rules established by the Board
- Provide for, formulate and hold competitive examinations to determine qualifications of persons seeking employment.



If updates are required, SOHR submits to COHR for publishing

If no updates are required or updates are completed, SOHR to begin internal and external posting after chair approval within x business day(s)

SOHR and appointing authority to determine if exam required, # of candidates to be interviewed, T&E ratings

Vacant position posted by SOHR internally and externally to NeoGov (7 days internal and 10 days external)

SOHR posts to HR Office and bulletin board

SOHR posts to external sites (newspapers and various websites)

SOHR reviews candidates per T & E criteria, seniority, etc. and provides list to COHR

SOHR schedules, sets up, and proctors exams

SOHR scores and files exams

SOHR prepares list of eligible internal/external candidate

COHR Director reviews eligibility list

SOHR sets interview date/times and arranges room

Sheriff/designee interviews, rates, and selects preferred candidate(s) and informs SOHR

SOHR prepares contingent job offer and determines bagrounding and exams needed

SOHR schedules exams(psychological, physical, drug, etc.)

SOHR sends applicants background packet

Applicant completes exams

Applicant completes and returns packet to SOHR within x time

SOHR receives the results of exams

Sheriff/Designee assigns background to deputy

Upon sucessful background and exams, SOHR confirms job offer (otherwise discuss with Sheriff)

SOHR to prepare final offer letter and coordinate with COHR to schedule orientation, ECF, Safety training

COHR complete onboarding/training, enter into UKG

COHR = Itasca County Human Resources

SOHR = Itasca County Sheriff's Office designee

ICSO to post both internally and externally due to the low likelihood of internal applicants.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3117

DEPARTMENT: Sheriff

TIME REQUESTED: 10 Minutes

PRESENTER: Joe Dasovich

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:

1. ICSO Pay Step Authority

06/06/2023

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

INFORMATIONAL - NO ACTION TAKEN

Thank you for the opportunity to continue this conversation. In the past, the ICSO has relied upon union contracts and historical guidelines to establish the starting pay step for a new employee.

The starting pay step for ICSO employees in corrections, dispatch, and records are controlled by their respective contracts with a step three (3) limit based upon years of experience.

Both corrections and dispatch for example use these guidelines:

Corrections Deputy
2-5 years = Step 2
5+ years = Step 3

Emergency Communication Specialist
2-5 years = Step 2
5+ years = Step 3

It may be prudent to consider contractual language, during future negotiations, for corrections, dispatch, and records employees.

There is no similar contract language for ICSO patrol deputies, however. The most recent contract language can be found on page 20 of their contract:

ARTICLE 18. 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 higher step than the first step of the pay grade.

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.

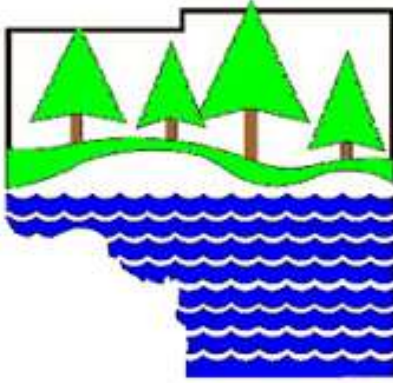
The most recent guidelines followed for pay step placement for patrol deputies is:

Deputy Sheriff/Road Deputy
3 - 5 year's = Step 2
5 - 10 years = Step 4
10 + years = Step 6

The contract language suggests that the department head (ICSO Sheriff), with the approval of the County Administrator, may start a patrol deputy in a higher step based on the new employee's qualifications including education and previous work experience.

Considering our current hiring environment, the discretion to consider relevant educational degree, work related training, certifications, and supervisory experience among other factors is critical in our efforts to attract and retain new patrol deputies both externally and internally. Our purpose in this discussion is to solidify the authority of the Sheriff to do so.

Brief consultation with ICSO union and LELS representatives resulted in a concurrence of ICSO Sheriff authority and desire to further consider this matter.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3131

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: 5 Minutes

AGENDA ITEM:
2024 Capital Budget Request & Resolution

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Resolution of Support, which authorizes the Sheriff's Office to apply for State Capital Budget Funds to assist in the expense of renovating the former jail facility to house the public safety answering point (PSAP), Emergency Operations Center (EOC), secure evidence locker & technology server room.

BACKGROUND:

Minnesota Management & Budget (MMB) is soliciting requests from local governments for the Governor's 2024 Bonding Bill (recommendations). MMB's deadline for submittal is **June 16, 2023** and includes a local funding match requirement and all projects require the County to commit to ownership of the project for at least the life of the bond payment.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 23_0502 Itasca County - Dispatch on Second Floor above LEC
2. Itasca Dispatch Summary Est - 6-6-23
3. local-government-capital-request-form

RESULT:	PULLED FROM AGENDA
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 2023

RESOLUTION

RE: SUPPORT FOR APPLICATION TO THE GOVERNOR'S 2024 BONDING BILL

WHEREAS, the Minnesota Management & Budget (MMB) is soliciting requests from local governments for the Governor's 2024 Bonding Bill (recommendations); and

WHEREAS, the Itasca County Sheriff's Office would like to renovate and remodel the former jail facility to house the county's Public Safety Answering Point (PSAP), Emergency Operations Center (EOC), Secured Evidence Space, and Technology Server Room; and

WHEREAS, Capital projects funded from state general obligation bonds must comply with the Minnesota Constitution, which limits funding to projects that are publicly owned and provide a public purpose, and applicable federal tax law; and

WHEREAS, Projects that are considered for state funding should come with substantial financial commitments from the local government and a 50% non-state match from local governments is normally required.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners support and authorize an application submission of the capital project request to assist with the renovation and remodel of the former jail facility, to retain ownership of renovated property during the lifetime of the bond, and to commit to percentage match of funds as required by the State.

2024 Capital Budget

Project Information for Local Government Capital Requests

When copying text from this form or another document into the Capital Budget System, be sure to paste as plain text to clean the text from source formatting, and then reformat in CBS as needed.

Local Entity Requesting Project

County of Itasca

City

Grand Rapids, MN

County

Itasca

Zip Code

55744

Project Name

Building Renovation

Rank

Project Summary

Max 500 characters

Renovation of former jail facility to house public safety answering point (PSAP), Emergency Operations Center, secure evidence locker & technology server room

Project Description

Max 35,000 characters

Project Rationale

Max 35,000 characters.

Project Timeline

Max 35,000 characters

Other Considerations

Max 35,000 characters.

Who will own the project?

Max 1000 characters

Itasca County

Who will operate the project?

Max 2,000 characters

Who will use or occupy the project?

Max 2,000 characters

Sheriff's Office Communications

Public Purpose

Max 1,000 characters

Impact on State Operating Subsidies?

Max 35,000 characters

Anticipated Encumbrance Date

01/01/2024

Anticipated Mid-Point of Construction

06/2024

(Construction Mid-Point is used to add system-calculated inflation to project costs.)

Anticipated End Date

12/31/2024

Project Phase (Optional Field)

Description of Previous State Appropriations

Max 500 characters

Project Type

Building or Facility

Resolutions

Has the governing body of the applicant passed a resolution of support, which indicates this project’s priority number if the applicant is submitting multiple requests?

Yes ☒ No ☐

If yes, be sure to upload the resolution in CBS.

Sponsor Name	Resolution Number	Date Passed	Electronic Signature

Project Funding Sources (Dollars in Thousands)

Enter funding sources in the table below. Please see the Capital Budget Instructions for more information about non-state match and full funding requirements.

Source	Prior Years	2024	2026	2028	Total
State Funds Requested and Prior Year State Appropriations					
General Obligation Bonds		\$ 1,855,655			\$ 1,855,655
					\$ 0
					\$ 0
					\$ 0
State Funds Pending					
Other State Funds Pending					\$ 0
Total State Funding	\$ 0	\$ 1,855,655	\$ 0	\$ 0	\$ 1,855,655
Non-State Funds Already Committed to the Project					
					\$ 0
					\$ 0
					\$ 0
					\$ 0
Non-State Funds Pending					
County Funds		\$ 1,855,655			\$ 1,855,655
					\$ 0
					\$ 0
					\$ 0
Total Non-State Funding	\$ 0	\$ 1,855,655	\$ 0	\$ 0	\$ 1,855,655
Total Project Funding Sources	\$ 0	\$ 3,711,310	\$ 0	\$ 0	\$ 3,711,310
Matching Funds	0%	50%	0%	0%	50%

*Note: Prior Year data is entered in specific years in the Capital Budget System, from 2018-2023. Please supply this detail as an addendum to the person entering your request in CBS.

Project Costs (Dollars in Thousands)

Enter project costs in the table below. Read the Capital Budget Instructions for more information about these fields, including contingency costs and inflation costs. If your project includes construction, include "construction contingency" in the table and identify the amount budgeted. If your project includes more cost categories than the table allows, submit a file describing additional project costs.

Note: in CBS, the Project Costs Direction question will ask, "Would you like to fill out a detailed project cost form?" Select "yes" to ensure that the fields on this form match the fields in CBS.

Project Cost Category	Prior Years	2024	2026	2028	Total
Construction: Construction		\$ 3,711,310			\$ 3,711,310
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
					\$ 0
Sub-Total Project Costs	\$ 0	\$ 3,711,310	\$ 0	\$ 0	\$ 3,711,310
MMB Added Inflation Costs*	N/A	\$ 0	\$ 0	\$ 0	\$ 0
Total Project Costs	\$ 0	\$ 3,711,310	\$ 0	\$ 0	\$ 3,711,310

*Calculating Inflation Costs

- 1) Enter the Non-Inflated Project Cost minus Relocation Expenses by request year in the table below
- 2) Determine the mid-point of construction (month and year) and enter it in the table below
- 3) Look up the construction mid-point on the [Building Projects Inflation Schedule Inflation Schedule](#) and enter the inflation rate for that Mid-Point of construction in the table below.
- 4) The calculated “MMB Added Inflation Costs” will be automatically calculated in the table below and included in Total Project Costs in the table above.

Mid-Point Construction	06/2024	Inflation Rate	0%
------------------------	---------	----------------	----

	2024	2026	2028	Total
Total Non-Inflated Project Costs <i>(Minus Relocation Expenses)</i>			\$ 0	\$ 0
MMB Added Inflation Costs	\$ 0	\$ 0	\$ 0	\$ 0

Costs Less Funding

Total project funding sources must equal total project costs.

	Prior Years	2024	2026	2028	Total
Total Project Costs	\$ 0	\$ 3,711,310	\$ 0	\$ 0	\$ 3,711,310
Total Project Funding	\$ 0	\$ 3,711,310	\$ 0	\$ 0	\$ 3,711,310
Project Cost less Funding	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Statutory Requirements

Please review the Capital Budget Instructions for more information about each question.

	Yes	No	N/A
<u>Requirements under M.S. 16B & M.S. 16C (Department of Administration)</u>			
1. Is this project exempt from legislative review and recommendation under M.S. 16B.335 subd. 1a ?	☐	☒	☐
2. If no, and constructions costs are over \$1.5 million (M.S. 16B.335 subdivision 3):			
• Does this request include funding for predesign?	☒	☐	☐
• Has the predesign package been submitted to the Department of Administration?	☐	☒	☐
• Has the predesign package been approved by the Department of Administration?	☐	☒	☐
3. Will the project design meet the Sustainable Building Guidelines under (M.S. 16B.325)?	☐	☒	☐
4. Will the project designs meet applicable requirements and guidelines for energy conservation and alternative energy sources?	☐	☒	☐
6. Will the project comply with the targeted group purchasing requirement (M.S. 16C.16 subd. 13)?	☐	☒	☐

Requirements under MS 16A (MMB):

The following requirements apply after the adoption of the bonding bill. State bond-financed property must be publicly owned. If any portion of the facility or project will be sold, or owned by an organization or person other than a state or local governmental entity, please notify MMB as early as possible. Agency staff can work with you to structure your request in a manner that meets public ownership tests.

1. Will the project meet Public Ownership tests? (M.S. 16A.695)(MN Constitution, Article XI, Sec. 5)?	☒	☐	☐
2. Will a Use Agreement be required? (M.S. 16A.695 subd 2)?	☐	☒	☐
3. Will program operational funding be reviewed and ensured? (M.S. 16A.695 subd 5)?	☒	☐	☐
4. Will at least 50% of project costs be funded from non-state sources? (M.S. 16A.86, subd 4)?	☒	☐	☐
5. Will the project be fully encumbered prior to the Cancellation Deadline (M.S. 16A.642) December 31, 2028?	☒	☐	☐
6. Will the project be fully funded? (M.S. 16A.502)(M.S. 16B.31, subd. 2)?	☐	☒	☐

Requirements under MS 473.4485 (Metro Area Transit):

1. Is this a Guideway Project as defined in M.S. 473.4485, subd 1(d) ?	☐	☐	☒
2. Has the required information been included in this request, per M.S. 473.4485, subd 1a ?	☐	☐	☒

Reset Statutory Requirements

Contact Information

Name	Joe Dasovich
Title	Sheriff
Phone Number	(218) 327-7470
Email Address	joe.dasovich@co.itasca.mn.us

This form is provided to assist in the preparation of capital project information for the 2024 state capital budget process. The information on this form should be entered in the state's Capital Budget System (CBS) by the entity submitting the request by **June 16, 2023**, for publishing on July 17, 2023. Any edits after July publishing are due by **October 13, 2023**, to MMB's Capital Budget Coordinator, Marianne.Conboy@state.mn.us, for final publishing on January 16, 2024.

Building Projects Inflation Schedule

(Projected Rates for SFY 2024 – 2030)

Midpoint of Construction	MMB MULTIPLIER	Midpoint of Construction	MMB MULTIPLIER
23-Jul	0.00%	27-Jan	18.37%
23-Aug	0.46%	27-Feb	18.79%
23-Sep	0.92%	27-Mar	19.21%
23-Oct	1.38%	27-Apr	19.63%
23-Nov	1.84%	27-May	20.05%
23-Dec	2.31%	27-Jun	20.48%
24-Jan	2.74%	27-Jul	20.91%
24-Feb	3.17%	27-Aug	21.34%
24-Mar	3.60%	27-Sep	21.77%
24-Apr	4.03%	27-Oct	22.20%
24-May	4.46%	27-Nov	22.63%
24-Jun	4.90%	27-Dec	23.06%
24-Jul	5.34%	28-Jan	23.47%
24-Aug	5.78%	28-Feb	23.88%
24-Sep	6.22%	28-Mar	24.29%
24-Oct	6.66%	28-Apr	24.70%
24-Nov	7.10%	28-May	25.12%
24-Dec	7.55%	28-Jun	25.54%
25-Jan	7.98%	28-Jul	25.96%
25-Feb	8.41%	28-Aug	26.38%
25-Mar	8.84%	28-Sep	26.80%
25-Apr	9.27%	28-Oct	27.22%
25-May	9.70%	28-Nov	27.64%
25-Jun	10.13%	28-Dec	28.07%
25-Jul	10.57%	29-Jan	28.50%
25-Aug	11.01%	Feb-29	28.93%
25-Sep	11.45%	29-Mar	29.36%
25-Oct	11.89%	29-Apr	29.79%
25-Nov	12.33%	29-May	30.22%
25-Dec	12.77%	29-Jun	30.65%
26-Jan	13.19%	29-Jul	31.09%
26-Feb	13.61%	29-Aug	31.53%
26-Mar	14.04%	29-Sep	31.97%
26-Apr	14.47%	29-Oct	32.41%
26-May	14.90%	29-Nov	32.85%
26-Jun	15.33%	29-Dec	33.29%
26-Jul	15.76%	30-Jan	33.73%
26-Aug	16.19%	Feb-30	34.18%
26-Sep	16.63%	30-Mar	34.63%
26-Oct	17.07%	30-Apr	35.08%
26-Nov	17.51%	30-May	35.53%
26-Dec	17.95%	30-Jun	35.98%
		30-Jul	36.43%



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3095

DEPARTMENT: Administrative Services

TIME REQUESTED: 20 Minutes

PRESENTER: Gerd Clabaugh

AGENDA ITEM:

2023 MCIT Report

BOARD ACTION REQUESTED:

Receive presentation of the 2023 MCIT Report; no action requested.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca_2023_ReportToMembers

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2023 MCIT Report to Itasca County

MANAGING RISKS TOGETHER

Tailored Coverage, Valuable Service, Member Focused

MCIT Focuses on Benefiting Members

As a risk sharing pool, Minnesota Counties Intergovernmental Trust provides specific lines of coverage and services to meet members' unique risk exposures. MCIT works to protect the stability and longevity of the program for the benefit of all members.

MCIT is not an insurance company focused on profits. Rather, MCIT is a public joint powers entity dedicated to helping members manage their risks so they can carry out their public service mission to the citizens of Minnesota.

Through MCIT, members pool resources to provide:

- Property, liability, auto, cyber and workers' compensation coverage
- Programs and services to assist members in managing risks and controlling losses

As a public entity, MCIT understands the unique challenges facing local governments and offers ways to address those risks.

Members Do Their Part

The success of MCIT is built on each member's willingness to:

- Support loss prevention and risk management strategies.
- Take reasonable steps to mitigate claims.
- Collaborate with MCIT when losses occur.
- Fulfill financial obligations to MCIT.

MCIT Mission

Providing Minnesota counties and associated members cost-effective coverage with comprehensive and quality risk management services.



MCIT.ORG | 1.866.547.6516

Reinsurance Maintained at Acceptable Costs

Consistent with past years, reinsurance carriers remain guarded in working with public entity pools given the state of the market and risks associated with member operations. MCIT purchases reinsurance to protect the program

from covering the total cost of catastrophic claims.

For 2023, the property reinsurance rate increased 8 percent, and the liability reinsurance rate rose by 24 percent.

Cyber Coverage Preserved, Enhanced for 2023

After Hartford Steam Boiler informed MCIT in mid-2022 that it would not renew MCIT's cyber-coverage program for 2023, staff worked tirelessly to find a suitable replacement before the new year. They succeeded.

For 2023, the new cyber-coverage program:

- Includes increased aggregate coverage limits for members (\$500,000 for county members)
- Provides increased sublimits
- Offers retroactive coverage

The new program includes similar coverage to the HSB program, including an endorsement for misdirected payment and computer fraud incidents. The deductible for county members is \$10,000.



Dividend Reflects Actual Expenses, Investments

MCIT TOTAL DIVIDEND
(Workers' Compensation Division Only)

\$7 MILLION

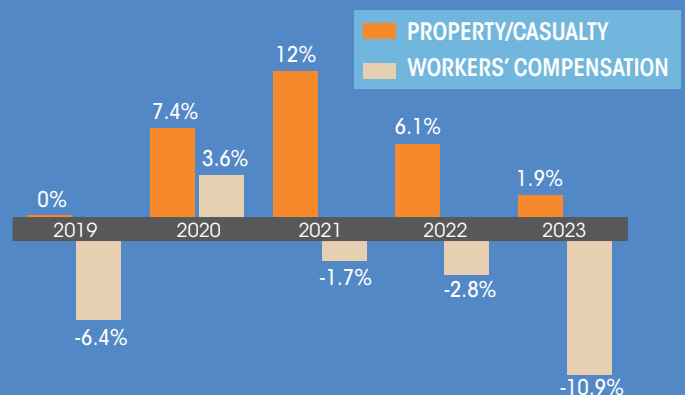


Dividends reflect MCIT's past claim experience and the performance of MCIT's investments. MCIT only issues a dividend when it is actuarially sound and fiscally prudent.

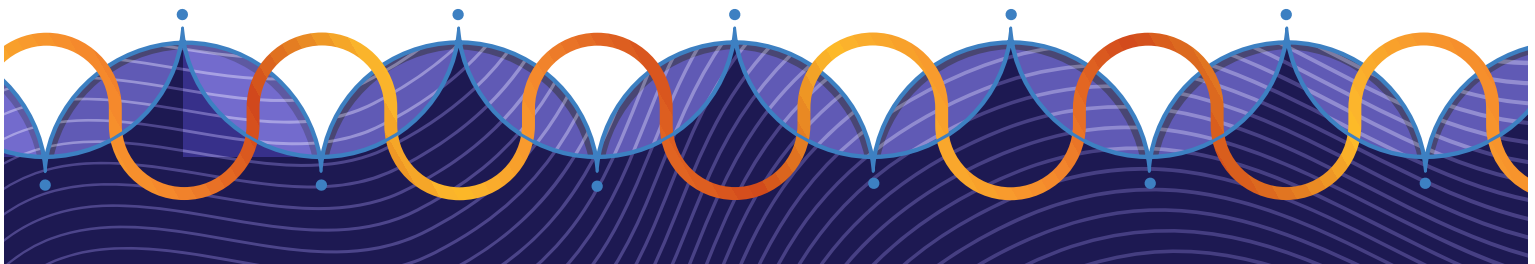
Although not guaranteed, the board is committed to returning funds to members when appropriate.

Rates Anticipate Expenses

MCIT AGGREGATE RATE CHANGES (2019-2023)

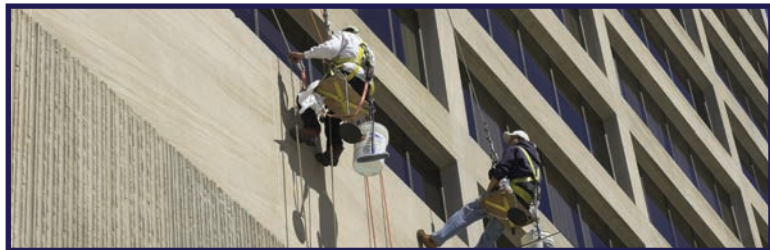


The historical cost of claims and expenses associated with MCIT operations are used to project the amount of contribution needed for the next year. MCIT aims to collect only what is necessary to cover these costs.



Cost-containment Measures

To help limit members' required contributions, MCIT looks for ways to minimize the program's costs, including:



PURSuing RECOVERIES

When a claim involves a third party who is legally responsible for the loss or damage in whole or in part, MCIT pursues recovery of funds on the members' behalf. In the past five years, MCIT has recovered nearly \$3 million.



MEDICAL BILL REVIEW

For workers' compensation claims, MCIT uses a third party to review medical bills to assure coding and pricing accuracy, achieving lower overall expenses.



PHARMACY BENEFIT MANAGER

This outside service helps limit the cost of filling prescriptions under workers' compensation benefits.

Aggregate Property/Casualty Claims

Top 3 by Line
2018-2022

BY FREQUENCY

AUTO – 5,027 (58%)

PROPERTY – 1,412 (16%)

GENERAL LIABILITY – 1,140 (13%)

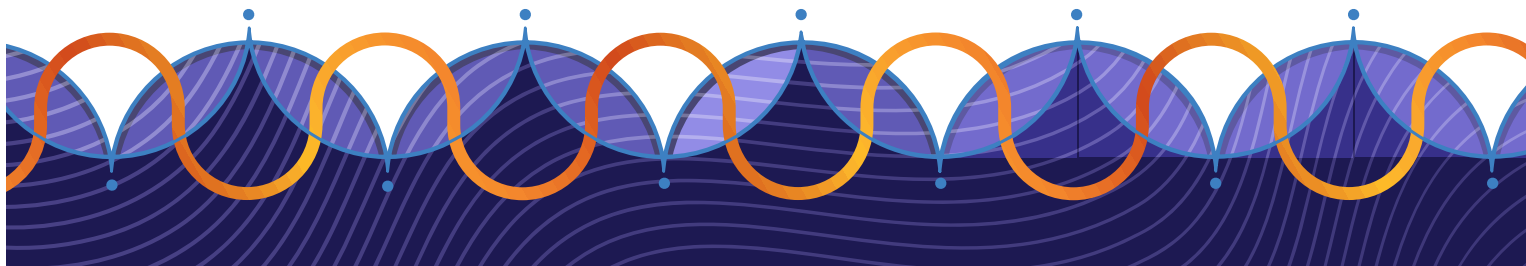
BY SEVERITY

AUTO – \$18.5 MILLION (32%)

PROPERTY – \$17.6 MILLION (31%)

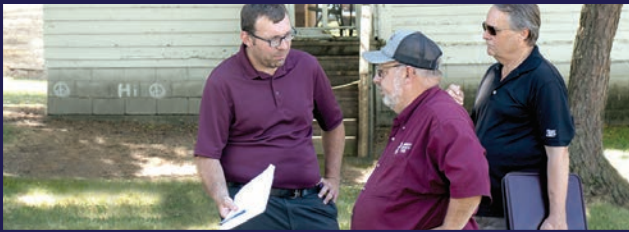
LAW ENFORCEMENT
LIABILITY –
\$11.3 MILLION (20%)

Although MCIT does not experience rate property or liability coverage, the frequency and severity of all member claims influence the cost of coverage.



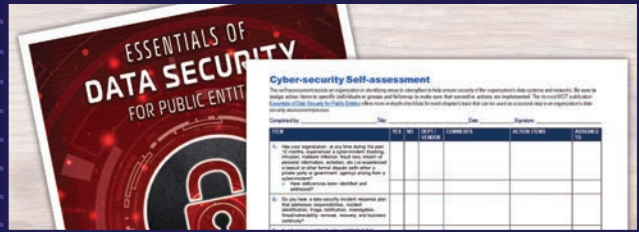
Knowledgeable Advice, Valuable Services

MCIT offers members a number of services, programs and items to assist them in reducing losses and mitigating risks. Most are provided as part of membership.



CONSULTATION SERVICES

Risk management and loss control consultation services assist members in preventing losses and making the most of their lines of coverage.



AWARENESS AND PREVENTION MATERIALS

Based on claims frequency and severity, MCIT develops resources to assist with preventing losses and reducing the severity of claims.



TRAINING FOR OFFICIALS AND EMPLOYEES

Seminars, workshops, on-site presentations, PATROL (Peace Officer Accredited Training Online), training videos, defensive driving training



ACCESS TO SERVICE PARTNERS

MCIT membership includes access to services through partner organizations:

- Employee Assistance Program
- Minnesota Safety Council
- HSB boiler and pressure vessel inspections

Commissioners are encouraged to:

- Learn how coverage applies before making final decisions
- Have contracts reviewed for risk management before signing or approving them
- Support safety initiatives (e.g., the safety committee and a program to return injured employees to work)
- Support and encourage training and education for all employees
- Attend risk management training
- Promote safety at all levels
- Engage MCIT



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3138

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

2023-2024 Memorandum of Agreement - Holiday Modifications for Local 493

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 493 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. MOA Holiday Modifications - Local 493
2. MOU Holiday Modifications - Local 493 FULLY EXECUTED

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

MEMORANDUM OF AGREEMENT

Between the County of Itasca and Itasca County Law Enforcement and Labor Services, Local No. 493 (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. 493 (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

Keith Terlinden

Dated _____

Dated 06/12/2023

MEMORANDUM OF AGREEMENT

Between the County of Itasca and Itasca County Law Enforcement and Labor Services, Local No. 493 (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. 493 (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.

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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 6/13/2023

For the Union



Dated 06/12/2023



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3139

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Local 639 Memorandum of Agreement - Limited Promotional Retroactivity Payment

BOARD ACTION REQUESTED:

Approve and authorize necessary signatures for the Memorandum of Agreement with Local 639 regarding retroactive pay for affected party as part of the negotiated contract settlement.

BACKGROUND:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. Local 639 MOA Retroactive Pay for Affected Party

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

MEMORANDUM OF AGREEMENT

**Between the County of Itasca and
The American Federation of State, County and Municipal
Employees (AFSCME), Council 65, Local 639
(Limited Promotional Retroactivity Payment)**

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 639 (hereafter “the Union”). The County and Union will hereinafter collectively be referred to as the Parties.

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, employee Marnie Churpurdia (hereafter “the Employee”) was previously an Emergency Communications Specialist in the bargaining unit and covered by the Agreement until February 19, 2023 when the Employee was promoted to Dispatch Coordinator. As a result of this promotion the Employee is now covered by a different bargaining unit; and

WHEREAS, during the negotiations for the current Agreement, the Parties specifically negotiated a limited retroactive payment for the Employee or the timeframe of the contract in which she would have served as an Emergency Communications Specialist; and

WHEREAS, the rationale for this payment to the Employee was that this was a factually unique instance in which the Employee was not separating, rather the Employee was promoting, there had been a significant gap in time prior to ratification of the Agreement by both parties and the Employee would have otherwise foregone the general increase during this period of time that applied to the other members of the bargaining unit as well as the members of the bargaining unit that she joined upon her promotion;

NOW, THEREFORE, the parties have agreed that the Employee will receive retroactive payment at the Employee’s Emergency Communications Specialist rate for the period of time from January 1, 2022 through February 18, 2023.

The parties agree that this Memorandum of Agreement 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.

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 _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 13, 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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RESULT:	INFORMATIONAL - NO ACTION TAKEN
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