



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, November 21, 2023

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Absent	
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: Add Item #6.5 (2024 ECPN Application) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

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

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

V. RECOMMENDED FOR CONSENT AGENDA

It was the consensus of the County Board to pull Item #5.3 (2022-2024 Collective Bargaining Agreement - LELS Deputy Sheriff/Road Deputy Unit) and add the item as Item #6.6.

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

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/28/2023 2:30 PM
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2. Adopt the Resolution Re: Reimbursable Expenses to Itasca County Commissioners.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/28/2023 2:30 PM
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4. Accept the 2024 Child Welfare Opiate Allocation.

RESULT: RECOMMENDED FOR CONSENT NEXT: 11/28/2023 2:30 PM

5. Approve and accept the Itasca County Health and Human Services 2024 Purchase of Service Contracts and corresponding contract rates; and authorize County Board Chair and Health and Human Services Director to sign said contracts.

RESULT: RECOMMENDED FOR CONSENT NEXT: 11/28/2023 2:30 PM

6. Accept and authorize the County Board Chair to sign the TriMin Support service agreement for 2024.

RESULT: RECOMMENDED FOR CONSENT NEXT: 11/28/2023 2:30 PM

7. Approve final payment for Contract 61614 - 2021 Bituminous Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

RESULT: RECOMMENDED FOR CONSENT NEXT: 11/28/2023 2:30 PM

8. Adopt the Resolution Re: Resolution of Support from the Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by the City of Taconite.

RESULT: RECOMMENDED FOR CONSENT NEXT: 11/28/2023 2:30 PM

9. Adopt the Resolution Re: Local Road Improvement Grant Application for County Road 540, which indicates support for the grant application for a proposed project on County Road 540.

RESULT: RECOMMENDED FOR CONSENT NEXT: 11/28/2023 2:30 PM

10. Approve final payment for Contract 59916, a bridge/culvert replacement project for Nashwauk TWP, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

RESULT: RECOMMENDED FOR CONSENT NEXT: 11/28/2023 2:30 PM

11. Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Nashwauk Township.

RESULT: RECOMMENDED FOR CONSENT NEXT: 11/28/2023 2:30 PM

12. Approve State of Minnesota Joint Powers agreement for Forest Development Projects and authorize signatures.

RESULT: RECOMMENDED FOR CONSENT NEXT: 11/28/2023 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Adopt the Resolution Re: Year 2024 Schedule of Itasca County Board Meetings.

Motion To: Adopt the Resolution Re: Year 2024 Schedule of Itasca County Board Meetings.

RESULT: APPROVED (4 TO 0)

MOVER: Commissioner John Johnson

SECONDER: Commissioner Casey Venema

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

ABSENT: Cory Smith

3. M.N. Technology Presentation

Mandy Nintzel, Andy Nintzel, Jamielee Maturi, and Ronald Saxton of M.N. Technology, LLC provided a presentation and information regarding the M.N. Technology cannabis cultivation operation project in Cohasset.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. COPS Grants Award Discussion

County Sheriff Joe Dasovich provided information regarding the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) grant recently awarded to the Sheriff's Office, in the amount of \$750,000 to be dispersed over a three-year period to hire six (6) full-time law enforcement officers.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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5. 2024 ECPN Application

Motion To: Authorize County Administrator Brett Skyles to sign the 2024 Equitable Cost-Sharing for Publicly Owned Nursing Facilities (ECPN) Application in the amount of \$182,099.39.

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

3. 2022-2024 Collective Bargaining Agreement – LELS Deputy Sheriff/Road Deputy Unit

Motion To: Adopt the Resolution Re: Approving the Arbitration Award Covering the Collective Bargaining Agreement Between the County of Itasca and Law Enforcement Labor Services, Inc. Representing the Road Deputy and Sergeant Unit for the Calendar Years 2022, 2023 and 2024 and authorize necessary signatures to execute the contract for the collective bargaining agreement between Itasca County and Law Enforcement Labor Services, Inc. representing the Road Deputy and Sergeant Unit for the calendar years 2022, 2023 and 2024.

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

VII. COMMITTEE REPORTS

Commissioner Venema reported on a recent meeting with the Grand Rapids Youth Baseball Association, as well as a recent round table discussion with the Nashwauk Garage.

Commissioner Johnson reported on his attendance at recent Arrowhead Counties Association (ACA) and Arrowhead Regional Development Commission (ARDC) meetings, as well as recent round table discussions with the Health and Human Services (HHS) Department and District #3 Garage.

Commissioner Ives reported on his attendance at recent Risk Management Commission and Northeast Minnesota Office of Job Training (NEMOJT) meetings, as well as various meetings regarding snowmobile trails.

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

County Attorney Matti Adam provided comment regarding the current workload in the County Attorney's office, as well as her attendance at a recent community outreach event at Grand Rapids High School.

Commissioner Venema wished the public a safe and enjoyable Thanksgiving holiday.

Commissioner Snyder encouraged the public to attend the Lights in the Pines event that begins on Friday, November 24, 2023 at 5 PM at the Itasca County Fairgrounds.

X. CLOSED SESSIONS**XI. ADJOURN**

Chair Ives adjourned the meeting at 3:31 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, November 21, 2023

RESOLUTION 2023-46

RE: YEAR 2024 SCHEDULE OF ITASCA COUNTY BOARD MEETINGS

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners adopts the following schedule for work sessions in the year 2024:

Tuesday, January 2, 2024	Tuesday, July 2, 2024
Tuesday, January 16, 2024	Tuesday, July 16, 2024
Tuesday, February 6, 2024	Tuesday, August 6, 2024
Tuesday, February 20, 2024	Tuesday, August 20, 2024
Tuesday, March 19, 2024	Tuesday, September 3, 2024
Tuesday, April 2, 2024	Tuesday, September 17, 2024
Tuesday, April 16, 2024	Tuesday, October 1, 2024
Tuesday, May 7, 2024	Tuesday, October 15, 2024
Tuesday, May 21, 2024	Tuesday, November 19, 2024
Tuesday, June 4, 2024	Tuesday, December 3, 2024
Tuesday, June 18, 2024	Tuesday, December 17, 2024

NO MEETING DUE TO ELECTIONS

Tuesday, March 5, 2024
Tuesday, November 5, 2024

BE IT FURTHER RESOLVED that the Itasca County Board of Commissioners adopts the following schedule for regular session in the year 2024:

Tuesday, January 9, 2024	Tuesday, July 9, 2024
Tuesday, January 23, 2024	Tuesday, July 23, 2024
Tuesday, February 13, 2024	*Wednesday, August 14, 2024
Tuesday, February 27, 2024	Tuesday, August 27, 2024
Tuesday, March 12, 2024	Tuesday, September 10, 2024
Tuesday, March 26, 2024	Tuesday, September 24, 2024
Tuesday, April 9, 2024	Tuesday, October 8, 2024
Tuesday, April 23, 2024	Tuesday, October 22, 2024
Tuesday, May 14, 2024	Tuesday, November 12, 2024
Tuesday, May 28, 2024	Tuesday, November 26, 2024
Tuesday, June 11, 2024	Tuesday, December 10, 2024
Tuesday, June 25, 2024	

*Due to Elections

BE IT FURTHER RESOLVED that the Year 2024 Organizational Meeting will be held on Tuesday, January 2, 2024, at 2:30 PM, pursuant to M.S. 375.07.

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

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 21st day of November 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 21st day of November A.D. 2023.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

RESOLUTION 2023-47

RE: APPROVING THE ARBITRATION AWARD COVERING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF ITASCA AND LAW ENFORCEMENT LABOR SERVICES, INC. REPRESENTING THE ROAD DEPUTY AND SERGEANT UNIT FOR THE CALENDAR YEARS 2022, 2023 AND 2024

WHEREAS, representatives of Itasca County and representatives of Law Enforcement Labor Services, Inc. presented unresolved issues to an arbitrator as required by Minn. Stat. Sec. 179A; and,

WHEREAS, the attached document summarizes the arbitration award between the parties; and

WHEREAS, the arbitration award is binding on the parties;

NOW THEREFORE BE IT RESOLVED, that the County Board approves the arbitration award and that the representatives for the County are authorized and directed to prepare contract documents incorporating this arbitration award and prior agreement of the parties and further, the appropriate County officials and representatives are authorized and directed to execute the original contract(s).

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

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 21st day of November 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 21st day of November A.D. 2023.

Administrator



November 21, 2023

Chair:

PULL: None

ADDITIONS: Item 6.5 (2024 ECPN Application)

CHANGES: None

INFORMATIONAL: None



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, November 14, 2023

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Absent	
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 #5.2 (Schedule of Fees Increase), add Item #6.5 (Public Hearing Re: Proposed Property Tax Abatement for L&M Supply, Inc., and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Wednesday, November 8, 2023 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Approve the donation of end-of-life equipment to PCs for People/Kootasca.

3. Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Deer River Township.
4. Award the 2025 Containerized Seedling Contract to PRT USA, Inc. in the amount of \$54,755.00 to be paid from the Forest Resources Fund 12 and authorize necessary signatures.
5. Approve the lease agreement between the Itasca County Agricultural Association and Itasca County for the 2023 Lights in the Pines event at the Itasca County Fairgrounds, and authorize the necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.

2. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of November 17, 2023, in the amount of \$2,445,217.55.

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

3. Legislative Services Proposal
Flaherty and Hood representative Shane Zahrt provided information regarding the Legislative Lobbying Services proposal submitted by Flaherty and Hood.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Arrowhead Counties Association 2024 Legislative Priorities
Commissioner Johnson provided information regarding the proposed 2024 legislative priorities of the Arrowhead Counties Association (ACA). It was the consensus of the County Board to rank the items as follows: (1) Support for EMS Recruitment and Retention; (2) Tax Forfeiture Issues Arising from Supreme Court Ruling; (3) Mental Health High Acuity Beds for Youth and Adults; (4) Casino Collection of Local Option Sales Tax; (5) State Support for Property Tax Relief Provided to Disabled Veterans; and (6) \$4 Million Bonding Request for NERCC Solar Farm.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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5. Public Hearing Re: Proposed Property Tax Abatement for L&M Supply, Inc.
Motion To: Open the Public Hearing Re: Proposed Property Tax Abatement for Certain Property in Itasca County, Minnesota, and Granting a Business Subsidy to L&M Supply, Inc., or Any of Its Affiliates.

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

Motion To: Close the above public hearing.

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

Motion To: Adopt the Resolution Re: Granting a Property Tax Abatement for Certain Property in Itasca County, Minnesota; Approving a Business Subsidy; and Authorizing the Execution of a Tax Abatement Agreement with SE 7th Ave Distribution LLC.

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

VII. COMMISSIONER COMMENTS

Commissioner Venema reported on his attendance at a recent Effie City Council meeting.

Commissioner Smith provided comment regarding an upcoming meeting/discussion regarding the wolf issue in Northern Minnesota to be held at the Squaw Lake Community Center on Saturday, November 18, 2023 at 7 PM hosted by Steve Porter of Steve Porter's Trophy Whitetails.

Commissioner Johnson reported on his attendance at a recent meeting with Boys and Girls Club of the Northland and a recent dance event/fundraiser for Second Harvest North Central Food Bank held, as well as Veterans Day programs at Greenway High School and Grand Village. Commissioner Johnson also reported on his upcoming plans to hold roundtable sessions at the Itasca Resource Center (IRC) on Friday, November 17, 2023.

Commissioner Ives reported on his attendance at the recent Itasca County Township Association (ICTA) meeting and provided comment in recognition of Veterans Day.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 3:26 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, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3295

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Per Diems

BOARD ACTION REQUESTED:

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

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

11/21/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/28/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

RESOLUTION

RE: PER DIEMS PAID TO ITASCA COUNTY COMMISSIONERS

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

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

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

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

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3296

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Reimbursable Expenses

BOARD ACTION REQUESTED:

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

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

11/21/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/28/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

RESOLUTION

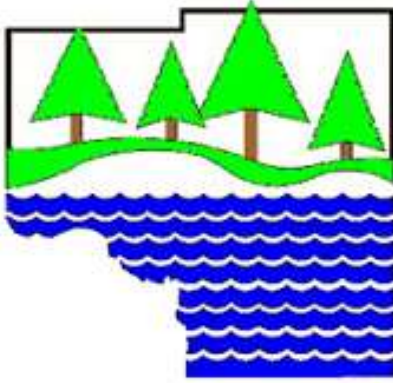
RE: REIMBURSABLE EXPENSES TO THE ITASCA COUNTY COMMISSIONERS

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

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

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

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3331

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

2024 Child Welfare Opiate Allocation

BOARD ACTION REQUESTED:

Accept the 2024 Child Welfare Opiate Allocation.

BACKGROUND:

The Child Welfare Opiate Allocation for 2024 is \$110,305.00. This funding is used for the Juvenile Recovery Specialist Program, peer support specialists, recovery coaches and peer mentors, as well as flexible spending to assist families with expenses such as transportation, housing support, phones, and other miscellaneous expenses.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. 2024 Opioid Grant

11/21/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/28/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3337

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Itasca County Health and Human Services 2024 Purchase of Service Contracts

BOARD ACTION REQUESTED:

Approve and accept the Itasca County Health and Human Services 2024 Purchase of Service Contracts and corresponding contract rates; and authorize County Board Chair and Health and Human Services Director to sign said contracts.

BACKGROUND:

The Purchase of Service Contracts are annual provider contracts.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. ICHHS - Mental Health Contract Rates-exA 2024
2. ICHHS POS Contract Rates 2024

11/21/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/28/2023 2:30 PM
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EXHIBIT "A"

ITASCA COUNTY MENTAL HEALTH CONTRACT RATES
Effective 1/1/2024

Service Description		Procedure	Proposed Rates
437	Employability	Facility Emp	\$20.00/day
		Supported Emp	\$20.00/day \$11.00/half day
443	Housing Subsidy		\$55.00/hr.
454	Interagency Team Psych Consultation		\$150.00/hr
490	Child Rule 79 Case Management The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. CMH-TCM (includes children 18-21) the default rate with a caseload size of 15	T2023	\$772.00
491	Adult Rule 79 Case Management The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26	T2023	\$446.00
492	Child Welfare Targeted Case Management The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. CW-TCM the default rate with a caseload size of 25	T2023	\$463.00
408	Outpatient Diag Assess	90791	\$152.23/session
		90792	\$169.84/session
454	Outpatient Medication Monitoring (maximum 8units/yr	99213	\$65.22/session
468	Adult Day Treatment (maximum 156 hrs/yr	H2012	\$20.41/hr

All services are to be prior authorized by ICHHS
ICHHS will not expand or subsidize MA coverage
All charges to be billed on HCFA 1500 forms

CONTRACT	2023 CONTRACT RATES	2024 CONTRACT RATES
ABSOLUTE PCA COUNTY FUNDED HOMEMAKER	County Funded Homemaker: \$20.16 per hour \$ 5.04 per 15 min	County Funded Homemaker: \$20.16 per hour \$ 5.04 per 15 min
ACCESS NORTH SEMI INDEPENDENT LIVING SERVICES (SILS)	\$33.98 PER HOUR \$ 8.49 PER 15 MIN	\$33.98 PER HOUR \$ 8.49 PER 15 MIN
ADVOCATES FOR FAMILY PEACE - INTERVENTION PROGRAM	INTERVENTION PROGRAM	INTERVENTION PROGRAM
AEOA – MEALS	COUNTY PAID MEALS Congregate or home delivered meals 13,950 @ \$1.32	COUNTY PAID MEALS Congregate or home delivered meals 13,950 @ \$1.32
AEOA – MFIP	\$129,704.00 DWP & MFIP PROGRAM \$ 17,605.00 ADMINISTRATION \$ 20,000.00 SUPPORTED WORK	\$141,381.00 DWP & MFIP PROGRAM \$ 19,357.00 ADMINISTRATION \$ 22,500.00 SUPPORTED WORK
AMBULANCE - BIGFORK	Pay the contractor \$15,000.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period 2022-2023. The Agency will pay ambulance contractor \$125.00 (maximum) for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of \$350.00 for behavioral calls for each uncollectible transport.	Pay the contractor \$15,000.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period Jan 2024-Dec 2024. The Agency will pay ambulance contractor \$125.00 (maximum) for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of \$350.00 for behavioral calls for each uncollectible transport.
AMBULANCE -DEER RIVER	Pay the contractor \$10,000.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period 2021-2023. The Agency will pay ambulance contractor \$125.00 (maximum) for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of \$350.00 for behavioral calls for each uncollectible transport.	Pay the contractor \$10,000.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period Jan 2024-Dec 2024. The Agency will pay ambulance contractor \$125.00 (maximum) for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of \$350.00 for behavioral calls for each uncollectible transport.
AMBULANCE - NASHWAUK	Pay the contractor \$15,000.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period 2022-2023. The Agency will pay ambulance contractor \$125.00 (maximum) for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of \$350.00 for behavioral calls for each uncollectible transport.	Pay the contractor \$15,000.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period Jan 2024-Dec 2024. The Agency will pay ambulance contractor \$125.00 (maximum) for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of \$350.00 for behavioral calls for each uncollectible transport.

CONTRACT	2023 CONTRACT RATES	2024 CONTRACT RATES
PATTY BEECH	07/01/2022 – 12/31/2022, EXTENDED THROUGH 03/31/2024	07/01/2022 – 12/31/2022, EXTENDED THROUGH 06/30/2025
BRIDGE RESIDENTIAL FACILITY LLC DOC RESIDENTIAL SERVICES FOR MALES	LICENSED FOR 8 INDIVIDUALS @ \$250.00/DAY	LICENSED FOR 9 INDIVIDUALS @ \$255.00/DAY
DR. PATTI CARLIN-JANSSEN - MEDICAL CONSULTANT	MEDICAL CONSULTANT	MEDICAL CONSULTANT
CHILDRENS' MENTAL HEALTH/REACH MENTAL HEALTH CASE MANAGEMENT	Diagnostic Assessment Interactive 90791 + 90785 \$165.06 Diagnostic Extended 90791 TG \$366.07 Diagnostic Brief 90791 52/HN \$152.53 Diagnostic Assessment Interactive/Extended 90791 TG/HN \$366.07 Diagnostic Assessment 90791, 90791 HN session \$152.53 The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26. CMH-TCM (includes children 18-21) the default rate with a caseload size of 15.	Diagnostic Assessment Interactive 90791 + 90785 \$164.76 Diagnostic Extended 90791 TG \$298.27 Diagnostic Brief 90791 52/HN \$ 99.88 Diagnostic Assessment Interactive/Extended 90791 TG/HN \$348.09 Diagnostic Assessment 90791, 90791 HN session \$152.23 The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26 = \$446.00 CMH-TCM (includes children 18-21) the default rate with a caseload size of 15 = \$772.00
COMPASS NORTH PSYCHOLOGICAL SERVICES, INC. ADULT RULE 79 CASE MANAGEMENT	ADULT RULE 79 CASE MANAGEMENT RATE - The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26	ADULT RULE 79 CASE MANAGEMENT RATE - The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26 = \$446.00
CORE PROFESSIONAL SERVICES COURT ORDERED JUVENILE SEX OFFENDER TREATMENT SERVICES	CONTRACT IN PLACE 07/01/21 – 06/30/2023	CONTRACT IN PLACE 07/01/21 – 06/30/2025
CORTESE, PATRICIA RULE 5 MENTAL HEALTH SCREENINGS AND DIAGNOSTIC ASSESSMENTS	Rule 5 Screenings \$100.00 per screening \$15,000 Max Diagnostic Assessments \$152.53 per session \$1,500 Max Clinical Supervision \$ 85.00 per hour \$7,305 Max Mileage at Federal Reimbursable Rate	Rule 5 Screenings \$100.00 per screening Diagnostic Assessments \$152.23 per session Clinical Supervision \$ 85.00 per hour Mileage at Federal Reimbursable Rate

CONTRACT	2023 CONTRACT RATES	2024 CONTRACT RATES
LEAH CROSSLEY QUALIFIED INDIVIDUAL ASSESSMENTS	Qualified Individual Assessments \$50/HOUR	Qualified Individual Assessments \$50/HOUR
ELDER CIRCLE ELDERCIRCLE PROGRAM/ADULT DAY STAY	ElderCircle Program, Committee on Aging, Chore Service Adult Day Stay \$94.15/Day Transportation \$3.37/15 Min. Increments	ElderCircle Program, Committee on Aging, Chore Service Adult Day Stay \$94.15/Day Transportation \$3.37/15 Min. Increments
ELDERCIRCLE – GUARDIANSHIP & CONSERVATORSHIP	Guardianship & Conservatorship	Guardianship & Conservatorship
EMBRACE MENTAL HEALTH EMDR (EYE MOVEMENT DESENSITIZATION REPROCESSING) SERVICES	EYE MOVEMENT DESENSITIZATION REPROCESSING FOR TRAUMA AND SECONDARY TRAUMA \$50.00 x 30 min sessions up to 90 min session	EYE MOVEMENT DESENSITIZATION REPROCESSING FOR TRAUMA AND SECONDARY TRAUMA \$50.00 x 30 min sessions up to 90 min session
ESSENTIA HEALTH EMS COMMUNITY PARAMEDIC SERVICES	Hourly Rate \$100.00/Per Hour Mileage Federal Mileage Rate	Hourly Rate \$100.00/Per Hour Mileage Federal Mileage Rate
FIRST CALL FOR HELP CRISIS RESPONSE TEAM SERVICES	CRISIS RESPONSE TEAM SERVICES, PROTECTED TRANSPORTATION, RESIDENTIAL CRISIS STABILIZATION, AND MEDICAL TRANSPORTATION	CRISIS RESPONSE TEAM SERVICES, PROTECTED TRANSPORTATION, RESIDENTIAL CRISIS STABILIZATION, AND MEDICAL TRANSPORTATION
FIRST CALL FOR HELP 24 HOUR CRISIS INTERVENTION AND INFORMATION AND REFERRAL SERVICES	CRISIS INTERVENTION FAMILY COLLAB OUTLYING AREAS FAMILY COLLAB OUTREACH ASSISTANCE W/COMPLETION OF IVE APS	CRISIS INTERVENTION FAMILY COLLAB OUTLYING AREAS FAMILY COLLAB OUTREACH ASSISTANCE W/COMPLETION OF IVE APS

CONTRACT	2023 CONTRACT RATES	2024 CONTRACT RATES
ITASCA COUNTY HRA – HOUSING SUBSIDY SERVICES TO SPMI CLIENTS	STATE MENTAL HEALTH INITIATIVE FUNDS	STATE MENTAL HEALTH INITIATIVE FUNDS
ITASCA LIFE OPTIONS DAY TRAINING & HABILITATION SERVICES	Pre-Voc 1:1 \$10.95 Day Service Support-PreVoc 1:3 \$ 4.49 (15 min unit) Day Service Support 1:1 \$10.95 (15 min unit) Day Service Support 1:2 \$ 6.11 (15 min unit) One-way Transportation \$17.00 Employment Support 1:1 \$12.57 (15 min unit) Employment Support 1:2 \$ 6.29 (15 min unit) Employment Support 1:3 \$ 4.19 (15 min unit) One-way Transportation \$17.00	Pre-Voc 1:1 \$10.95 Day Service Support-PreVoc 1:3 \$ 4.49 (15 min unit) Day Service Support 1:1 \$10.95 (15 min unit) Day Service Support 1:2 \$ 6.11 (15 min unit) One-way Transportation \$17.00 Employment Support 1:1 \$12.57 (15 min unit) Employment Support 1:2 \$ 6.29 (15 min unit) Employment Support 1:3 \$ 4.19 (15 min unit) One-way Transportation \$17.00
JUSTICE NORTH Formerly LEGAL AID SERVICE OF NORTHEASTERN MN LEGAL SERVICES	Housing Advocate for Disabled & Outreach Service	Housing Advocate for Disabled & Outreach Service
LIGHTHOUSE GROUP FOSTER HOME	DOC Child Foster Care - 6 individuals @ \$170.67 per day	DOC Child Foster Care - 6 individuals @ \$200.00 per day
LUTHERAN SOCIAL SERVICE GUARDIANSHIP/ AND CONSERVATORSHIP	Guardianship and Conservatorship \$55.50 per hour	Guardianship and Conservatorship \$55.50 per hour
LUTHERAN SOCIAL SERVICE SEMI INDEPENDENT LIVING SERVICES	SEMI-INDEPENDENT LIVING SKILLS \$33.98/ PER HOUR \$ 8.49/ PER 15 MIN	SEMI-INDEPENDENT LIVING SKILLS \$40.00/ PER HOUR \$ 8.49/ PER 15 MIN
MDI HIRED HANDS DAY TRAINING AND HABILITATION SERVICE	15 min Pre-Vocational (working in MDI Cohasset) \$2.87 15 min Employment Development \$13.89 15 min Employment Supports Group \$1.94 15 min Employment Supports Individual \$11.63 Transportation – one way \$17.00 Supported Employment Services One on One \$10.32 per 15 min unit Supported Employment Services One to Four \$2.58 per 15 min unit Supported Employment Transportation \$17.00 each way	15 min Pre-Vocational (working in MDI Cohasset) \$2.87 15 min Employment Development \$13.89 15 min Employment Supports Group \$1.94 15 min Employment Supports Individual \$11.63 Transportation – one way \$17.00 Supported Employment Services One on One \$10.32 per 15 min unit Supported Employment Services One to Four \$2.58 per 15 min unit Supported Employment Transportation \$17.00 each way
MEDS-1 Community Paramedicine Services	Hourly Rate \$100.00/Per Hour Mileage Federal Mileage Rate	Hourly Rate \$100.00/Per Hour Mileage Federal Mileage Rate

CONTRACT	2023 CONTRACT RATES	2024 CONTRACT RATES
MERIDIAN SERVICES NON-WAIVER CASE MANAGEMENT SERVICES	Non-waiver Case Management Services: 205 hours @ \$45.24 per hour @ \$11.31 per 15 min	Non-waiver Case Management Services: 205 hours @ \$45.24 per hour @ \$11.31 per 15 min
MINNESOTA NORTH COLLEGE- ITASCA ** MFIP SERVICES DWP SERVICES	\$129,704.00 DWP & MFIP EMPLOYMENT SERVICES \$17,605.00 ADMINISTRATION	\$141,381.00 DWP & MFIP EMPLOYMENT SERVICES \$19,357.00 ADMINISTRATION
NIEMALA MEDIATION CONFLICT CONSULTING AND CONFLICT ASSESSMENT SERVICES	CONFLICT CONSULTING: \$ 50.00 PER HOUR UP TO SIX (6) HOURS PARENTING CONSULTING: \$ 100.00 PER HOUR UP TO SIX (6) HOURS MEDIATION \$ 100.00 PER HOUR UP TO SIX (6) HOURS	CONFLICT CONSULTING: \$ 50.00 PER HOUR UP TO SIX (6) HOURS PARENTING CONSULTING: \$ 100.00 PER HOUR UP TO SIX (6) HOURS MEDIATION \$ 100.00 PER HOUR UP TO SIX (6) HOURS
NORTH HOMES INC - STABILIZATION SHELTER & RESIDENTIAL MENTAL HEALTH TREATMENT	a. SHELTER BEDS – ITASCA COUNTY: \$410.02 per bed SHELTER BEDS – OTHER COUNTIES: \$492.02 per bed b. RULE 5 RESID TRTMT – ITASCA COUNTY: \$389.75 per day RULE 5 RESID TRTMT – OTHER COUNTIES: \$467.70 per day c. 35 DAY EVAL – ITASCA COUNTY: \$389.75 per day 35 DAY EVAL – OTHER COUNTIES: \$467.70 per day d. TRANSPORTATION SERVICES: \$45.32 per hour Itasca County has made an upfront investment of \$50,000 in order to maintain the lower rate for Shelter, 35 Day Evaluation & Cottage services for up to 1,102 days of service. Beyond 1,102 days Itasca County will pay the full rate.	a. SHELTER BEDS – ITASCA COUNTY: \$428.73 per bed SHELTER BEDS – OTHER COUNTIES: \$531.38 per bed b. RULE 5 RESID TRTMT – ITASCA COUNTY: \$428.73 per day RULE 5 RESID TRTMT – OTHER COUNTIES: \$505.12 per day c. 35 DAY EVAL – ITASCA COUNTY: \$428.73 per day 35 DAY EVAL – OTHER COUNTIES: \$505.12 per day d. TRANSPORTATION SERVICES: \$45.32 per hour Itasca County has made upfront investments in order to maintain the lower rate for Shelter, 35 Day Evaluation & Cottage services for up to 1,227 days of service. Beyond 1,227 days Itasca County will pay the full rate.
FOSTER CARE LICENSING AND SUPERVISION	PROFESSION FAMILY FOSTER CARE \$45.05 PER DAY+ DOC RATE SPECIALIZED FOSTER CARE \$83.22 PER DAY+ DOC RATE MEDICALLY FRAGILE \$88.96 DAY+ DOC RATE EMERGENCY FOSTER CARE \$116.08 PER DAY + MAX DOC RATE	PROFESSION FAMILY FOSTER CARE \$47.30 PER DAY+ DOC RATE SPECIALIZED FOSTER CARE \$87.38 PER DAY+ DOC RATE MEDICALLY FRAGILE \$93.41 DAY+ DOC RATE EMERGENCY FOSTER CARE \$121.88 PER DAY + MAX DOC RATE
IN-HOME FAMILY SERVICES	IN HOME FAMILY SERVICE AIDES: DIRECT CLIENT CONTACT: \$51.20 per hour INDIRECT CLIENT WORK: \$51.20 per hour MILEAGE .50 per mile "Thinking for a Change"	IN HOME FAMILY SERVICE AIDES: DIRECT CLIENT CONTACT: \$51.20 per hour INDIRECT CLIENT WORK: \$51.20 per hour MILEAGE .50 per mile "Thinking for a Change"
OUTPATIENT MENTAL HEALTH SERVICES	DAY TREATMENT SERVICES PARENT CAPACITY EVALUATION: \$110.00 per hour PSYCHOLOGICAL EVALUATION: \$86.94 per hour PSYCHO-SEXUAL ASSESSMENT: \$159.00 per hour	DAY TREATMENT SERVICES PARENT CAPACITY EVALUATION: \$110.00 per hour PSYCHOLOGICAL EVALUATION: \$86.94 per hour PSYCHO-SEXUAL ASSESSMENT: \$159.00 per hour

CONTRACT	2023 CONTRACT RATES	2024 CONTRACT RATES																														
NORTH HOMES INC – CONTINUED.....	The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26. CMH-TCM (includes children 18-21) the default rate with a caseload size of 15.	The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26 = \$446.00. CMH-TCM (includes children 18-21) the default rate with a caseload size of 15 = \$772.00.																														
DRUG TESTING	\$25.00 per test	\$25.00 per test																														
RULE 8 GROUP HOME SERVICES	Rule 8 Group Home / Teens in Transition (TNT) \$285.22 day	Rule 8 Group Home / Teens in Transition (TNT) – Itasca County \$313.74 day Teens in Transition (TNT) – Other Counties \$342.26 day Itasca County has made upfront investments in order to maintain the lower rate for Teens in Transition (TNT), Boys Program & Next Step Program for up to 903 days of service. Beyond 903 days Itasca County will pay the full rate.																														
OUTPATIENT SUBSTANCE USE DISORDER SERVICES	<table> <tr><td>Ind. Outpatient Treatment</td><td>H2035</td><td>\$72.11 per hour</td></tr> <tr><td>Group Outpatient Treatment</td><td>H2035</td><td>\$35.03 per hour</td></tr> <tr><td>Treatment Coordination</td><td>T1016</td><td>\$11.71 per 15 min unit</td></tr> <tr><td>Peer Recovery Support</td><td>H0038</td><td>\$15.02 per 15 min unit</td></tr> <tr><td>Comprehensive Assessment</td><td>H0001</td><td>\$164.24 per session</td></tr> </table>	Ind. Outpatient Treatment	H2035	\$72.11 per hour	Group Outpatient Treatment	H2035	\$35.03 per hour	Treatment Coordination	T1016	\$11.71 per 15 min unit	Peer Recovery Support	H0038	\$15.02 per 15 min unit	Comprehensive Assessment	H0001	\$164.24 per session	<table> <tr><td>Ind. Outpatient Treatment</td><td>H2035</td><td>\$72.11 per hour</td></tr> <tr><td>Group Outpatient Treatment</td><td>H2035</td><td>\$35.03 per hour</td></tr> <tr><td>Treatment Coordination</td><td>T1016</td><td>\$11.71 per 15 min unit</td></tr> <tr><td>Peer Recovery Support</td><td>H0038</td><td>\$15.02 per 15 min unit</td></tr> <tr><td>Comprehensive Assessment</td><td>H0001</td><td>\$164.24 per session</td></tr> </table>	Ind. Outpatient Treatment	H2035	\$72.11 per hour	Group Outpatient Treatment	H2035	\$35.03 per hour	Treatment Coordination	T1016	\$11.71 per 15 min unit	Peer Recovery Support	H0038	\$15.02 per 15 min unit	Comprehensive Assessment	H0001	\$164.24 per session
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Comprehensive Assessment	H0001	\$164.24 per session																														
COMPREHENSIVE ASSESSMENTS & SUBSTANCE USE CASE MGMT SERVICES	Comprehensive Assessments (with case mgmt): \$190.00 per Assessment Comprehensive Assessments (without case mgmt): \$130.00 per Assessment Competency Restoration Program \$150.00 per hr/per client plus mileage @ state mileage rate Civil Commitment (case mgmt.): The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage.	Comprehensive Assessments (with case mgmt): \$190.00 per Assessment Comprehensive Assessments (without case mgmt): \$130.00 per Assessment Competency Restoration Program \$150.00 per hr/per client plus mileage @ state mileage rate Civil Commitment (case mgmt.): The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage.																														
BOYS PROGRAM	NORTH HOMES BOYS PROGRAM \$285.22 day	NORTH HOMES BOYS PROGRAM – Itasca County \$313.74 day BOYS PROGRAM – Other Counties \$342.26 day Itasca County has made upfront investments in order to maintain the lower rate for Teens in Transition (TNT), Boys Program & Next Step Program for up to 903 days of service. Beyond 903 days Itasca County will pay the full rate.																														
WINNIE SISU & HAWKINS HOUSE GIRLS PROGRAM	HAWKINS HOUSE & WINNIE SISU \$338.24 per day	HAWKINS HOUSE & WINNIE SISU \$355.15 per day																														

CONTRACT	2023 CONTRACT RATES	2024 CONTRACT RATES
NORTH HOMES INC – CONTINUED.....		
ADULT CASE MANAGEMENT SERVICES	The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26	The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26 = \$446.00
CHILD WELFARE TARGETED CASE MANAGEMENT	The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. CW-TCM the default rate with a caseload of 25.	The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. CW-TCM the default rate with a caseload of 25 = \$463.00
BOYS NEXT STEP PROGRAM	Daily Rate \$285.22/per child	NEXT STEP PROGRAM -- Itasca County \$313.74/per child NEXT STEP PROGRAM – Other Counties \$342.26/per child Itasca County has made upfront investments in order to maintain the lower rate for Teens in Transition (TNT), Boys Program & Next Step Program for up to 903 days of service. Beyond 903 days Itasca County will pay the full rate.
SECURE TRANSPORTS	SUPPORT RATE: \$45.32/per hour \$65.00/per hour	SUPPORT RATE: \$45.32/per hour \$65.00/per hour
NORTH STAR GROUP HOME DOC CHILD FOSTER CARE SERVICES	DOC CHILD FOSTER CARE - LICENSED FOR 6 CLIENTS @ \$170.67 per day	DOC CHILD FOSTER CARE - LICENSED FOR 6 CLIENTS @ \$200.00 per day
NORTHEAST MINN OFFICE OF JOB TRAINING – MFIP	DWP & MFIP PROGRAM \$ 129,704.00 ADMINISTRATION \$ 17,605.00 SUPPORTED SERVICES \$ 20,000.00	DWP & MFIP PROGRAM \$ 141,381.00 ADMINISTRATION \$ 19,357.00 SUPPORTED SERVICES \$ 22,500.00
NHS -NORTHSTAR Inc SEMI INDEPENDENT LIVING SERVICES	SEMI-INDEPENDENT LIVING SKILLS \$33.98/ PER HOUR \$ 8.49/ PER 15 MN	SEMI-INDEPENDENT LIVING SKILLS \$40.00/ PER HOUR \$ 8.49/ PER 15 MN
NORTHLAND COUNSELING - CD PROGRAMS DETOXIFICATION	DETOX - CLIENT BILLABLE RATE OF \$325 PER DAY	DETOX - CLIENT BILLABLE RATE OF \$390.00 PER DAY

CONTRACT	2023 CONTRACT RATES	2024 CONTRACT RATES																																																																												
NORTHLAND COUNSELING – MENTAL HEALTH SERVICES/CRISIS SERVICES/SPECIALIST SERVICES	Mental Health Services, Crisis Services, Specialist Services, Parenting Assessment Services, Club House, Shared Housing and Keisler House.	Mental Health Services, Crisis Services, Specialist Services, Parenting Assessment Services, Club House, Shared Housing and Keisler House.																																																																												
NORTHLAND COUNSELING- NORTHERN OPPORTUNITY WORKS (NOW)	SUPPORTED EMPLOYMENT SERVICES FOR DWP & MFIP CLIENTS	SUPPORTED EMPLOYMENT SERVICES FOR DWP & MFIP CLIENTS																																																																												
ODC – EMPLOYMENT SERVICES EMPLOYMENT SERVICES FOR DD AND MI PERSONS/ DAY TRAINING AND HABILITATION SERVICES	Day Training and Habilitation Services <table><tr><td>T2020</td><td>Adult full day</td><td>\$76.00</td></tr><tr><td>T2020 U5</td><td>Adult partial day</td><td>\$54.00</td></tr><tr><td>T2002</td><td>Transportation</td><td>\$17.00</td></tr></table> Screen and/or Intake \$90.00 Community based \$34.50/day Supported Employment – One to One \$13.00/15 min unit Supported Employment – One to Four or above \$ 6.00/15 min unit Screening and/or Intake \$90.00 per individual (once) Employment Planning Services <table><tr><td>On the Job Evaluation</td><td>\$65.00</td><td>Person served Hours 9 miles or less</td></tr><tr><td></td><td>\$90.00</td><td>Person served hours more than 9 miles</td></tr></table> Job Shadowing \$65.00 Staff Hours 9 miles or less No hours charged for Job Shadowing \$90.00 Staff Hours more than 9 miles Employment Development Services Job Placement/Individual Planning and Supports <table><tr><td></td><td>\$55.00</td><td>Per hour 9 miles or less</td></tr><tr><td></td><td>\$70.00</td><td>Per hour more than 9 miles</td></tr></table> Job Seeking Skills Training <table><tr><td></td><td>\$55.00</td><td>Per hour 9 miles or less</td></tr><tr><td></td><td>\$70.00</td><td>Per hour more than 9 miles</td></tr></table> Employment Support Services Job Coaching <table><tr><td></td><td>\$55.00</td><td>Per hour 9 miles or less</td></tr><tr><td></td><td>\$70.00</td><td>Per hour more than 9 miles</td></tr></table> Community Based <table><tr><td></td><td>\$150.00</td><td>per week</td></tr><tr><td></td><td>\$30.00</td><td>per day</td></tr></table> Organization Employment Services <table><tr><td></td><td>\$150.00</td><td>per week</td></tr><tr><td></td><td>\$30.00</td><td>per day</td></tr></table> Transportation <table><tr><td></td><td>\$12.00</td><td>9 miles or under – One Way</td></tr><tr><td></td><td>\$24.00</td><td>More than 9 miles – One Way</td></tr></table>	T2020	Adult full day	\$76.00	T2020 U5	Adult partial day	\$54.00	T2002	Transportation	\$17.00	On the Job Evaluation	\$65.00	Person served Hours 9 miles or less		\$90.00	Person served hours more than 9 miles		\$55.00	Per hour 9 miles or less		\$70.00	Per hour more than 9 miles		\$55.00	Per hour 9 miles or less		\$70.00	Per hour more than 9 miles		\$55.00	Per hour 9 miles or less		\$70.00	Per hour more than 9 miles		\$150.00	per week		\$30.00	per day		\$150.00	per week		\$30.00	per day		\$12.00	9 miles or under – One Way		\$24.00	More than 9 miles – One Way	Day Training and Habilitation Services <table><tr><td>T2020</td><td>Adult full day</td><td>\$76.00</td></tr><tr><td>T2020 U5</td><td>Adult partial day</td><td>\$54.00</td></tr><tr><td>T2002</td><td>Transportation</td><td>\$17.00</td></tr></table> Screen and/or Intake \$90.00 Community based \$34.50/day Supported Employment – One to One \$13.00/15 min unit Supported Employment – One to Four or above \$ 6.00/15 min unit Screening and/or Intake \$125.00 per individual (once) Employment Exploration Services/Employment Planning Services <table><tr><td>Employment Exploration</td><td>\$20.00/per 15 min unit</td></tr><tr><td>Employment Exploration</td><td>Wages + 50%</td></tr><tr><td></td><td>(will be calculated into 15 minute units)</td></tr></table> Employment Development Services <table><tr><td>Employment Development</td><td>\$20.00/per 15 min unit</td></tr><tr><td>Employment Support – Individual</td><td>\$20.00/per 15 min unit</td></tr></table> Employment Support Services <table><tr><td>Employment Support – Individual</td><td>\$20.00/per 15 min unit</td></tr><tr><td>Employment Support – Group</td><td>\$15.00/per 15 min unit</td></tr><tr><td>Prevocational – 15 min unit</td><td>\$15.00/per 15 min unit</td></tr></table> Transportation will be negotiated per individual.	T2020	Adult full day	\$76.00	T2020 U5	Adult partial day	\$54.00	T2002	Transportation	\$17.00	Employment Exploration	\$20.00/per 15 min unit	Employment Exploration	Wages + 50%		(will be calculated into 15 minute units)	Employment Development	\$20.00/per 15 min unit	Employment Support – Individual	\$20.00/per 15 min unit	Employment Support – Individual	\$20.00/per 15 min unit	Employment Support – Group	\$15.00/per 15 min unit	Prevocational – 15 min unit	\$15.00/per 15 min unit
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On the Job Evaluation	\$65.00	Person served Hours 9 miles or less																																																																												
	\$90.00	Person served hours more than 9 miles																																																																												
	\$55.00	Per hour 9 miles or less																																																																												
	\$70.00	Per hour more than 9 miles																																																																												
	\$55.00	Per hour 9 miles or less																																																																												
	\$70.00	Per hour more than 9 miles																																																																												
	\$55.00	Per hour 9 miles or less																																																																												
	\$70.00	Per hour more than 9 miles																																																																												
	\$150.00	per week																																																																												
	\$30.00	per day																																																																												
	\$150.00	per week																																																																												
	\$30.00	per day																																																																												
	\$12.00	9 miles or under – One Way																																																																												
	\$24.00	More than 9 miles – One Way																																																																												
T2020	Adult full day	\$76.00																																																																												
T2020 U5	Adult partial day	\$54.00																																																																												
T2002	Transportation	\$17.00																																																																												
Employment Exploration	\$20.00/per 15 min unit																																																																													
Employment Exploration	Wages + 50%																																																																													
	(will be calculated into 15 minute units)																																																																													
Employment Development	\$20.00/per 15 min unit																																																																													
Employment Support – Individual	\$20.00/per 15 min unit																																																																													
Employment Support – Individual	\$20.00/per 15 min unit																																																																													
Employment Support – Group	\$15.00/per 15 min unit																																																																													
Prevocational – 15 min unit	\$15.00/per 15 min unit																																																																													

CONTRACT	2023 CONTRACT RATES	2024 CONTRACT RATES
ORION – SILS (NON-WAIVER)	SEMI-INDEPENDENT LIVING SKILLS \$33.98/ PER HOUR \$ 8.49/ PER 15 MIN	SEMI-INDEPENDENT LIVING SKILLS \$40.00/ PER HOUR \$ 8.49/ PER 15 MIN
ROSS RESOURCES, LTD. – RECOVERY SPECIALIST	KATHLEEN BLATZ FAMILY RECOVERY PROGRAM	KATHLEEN BLATZ FAMILY RECOVERY PROGRAM
ROSS RESOURCES, LTD. – DRUG TESTING & MENTAL HEALTH CASE MANAGEMENT CASE MANAGEMENT AND DRUG TESTING	DRUG TESTING: Various rates per service The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26. CMH-TCM (includes children 18-21) the default rate with a caseload size of 15.	DRUG TESTING: Various rates per service The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26 = \$446.00 CMH-TCM (includes children 18-21) the default rate with a caseload size of 15 = \$772.00
ROSS RESOURCES, LTD. –LCTS	COLLABORATIVE AND LCTS COORDINATION	COLLABORATIVE AND LCTS COORDINATION
ROSS RESOURCES, LTD. – FAMILY VISITATION	SUPERVISED FAMILY VISITATION \$42.00 per hour OUT OF COUNTY FAMILY VISITATION \$42.00 per hour FEDERAL MILEAGE RATE	SUPERVISED FAMILY VISITATION \$42.00 per hour OUT OF COUNTY FAMILY VISITATION \$42.00 per hour FEDERAL MILEAGE RATE
ROSS RESOURCES, LTD. – PRIVATE PARTY SUPERVISED VISITATION	PRIVATE PARTY SUPERVISED VISITATION \$42.00 per hour FEDERAL MILEAGE RATE	PRIVATE PARTY SUPERVISED VISITATION \$42.00 per hour FEDERAL MILEAGE RATE
VICKY SCHOELLER FIDUCIARY SERVICES, LLC ADMINISTRATIVE SERVICES	Personal Representative and/or Power of Attorney: \$40.00 Will Executor or Conservator: \$55.00 Guardianship \$70.00	Personal Representative and/or Power of Attorney: \$40.00 Will Executor or Conservator: \$55.00 Guardianship: \$70.00
SNYDER GROUP HOME	LICENSED FOR 6 CLIENTS @ \$170.67 PER DAY	LICENSED FOR 6 CLIENTS @ \$200.00 PER DAY



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3342

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

Accept CMHS Service Agreement for 2024

BOARD ACTION REQUESTED:

Accept and authorize the County Board Chair to sign the TriMin Support service agreement for 2024.

BACKGROUND:

The current 2023 support agreement for the Agency Collections System and Social Welfare System ends 12/31/2023. ICHHS recommends approval.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ACS SWS TriMin Support for 2024

11/21/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/28/2023 2:30 PM
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ACS / SWS Support Services Agreement for 2024

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN

(County)

and

TRIMIN SYSTEMS, INC.

This Agreement made by and between _____, hereinafter referred to as the "County" and TriMin Systems Inc., 2277 Highway 36 West, Suite 250, St. Paul, Minnesota, hereinafter referred to as "TriMin". Where the Agreement refers to "User Group", it is understood to mean all counties who are parties to this Agreement.

WITNESSETH

WHEREAS, the County wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer systems now in use by the County and a number of other counties; and

WHEREAS, the County has undertaken to retain professional services as described above as a member (or past member) of a group of Minnesota county welfare and human services agencies and other entities, previously known as Computer Management for Human Services (CMHS); and

WHEREAS, TriMin has and will be expected to render support services hereunder.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be supported

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components including, but not limited to:

- A. Agency Collection System (ACS)
- B. Social Welfare System (SWS)

II. Support Definition

- A. Support: TriMin will provide remote application support for County via telephone and email. Support includes the following aspects:
1. Consultation and problem assistance, as scheduled
 2. New staff orientation/overview training, as scheduled
 3. Bug Fixes, as needed
 4. Mandated Modifications, per II-C below
 5. Invoicing of charges to the County
- B. Special Projects: "Special Projects" are those projects which the User Group (the group of counties using ACS and/or SWS) may authorize from time to time above the fixed annual amount for Support. A Special Project shall be initiated upon receipt of written notification from the User Group, with individual Counties each deciding to participate upon knowing the cost of the project and their expected contribution. Special project charges will only apply if a given county has agreed to said project and given approval to participate. Counties that do not participate would not receive the benefit of the project.
- C. Mandated Systems Modifications: "Mandated Systems Modifications" are those systems modifications necessitated by mandates or service program changes imposed by federal or state laws, rules, or regulations. TriMin agrees that Mandated Systems Modifications shall be undertaken without delay and with the understanding that, with respect to completion of the modifications, time is of the essence. Mandated Systems Modifications shall take precedence over any other project or maintenance service being performed pursuant to this Agreement.
- Mandated Systems Modifications services shall be included in the scope of this support agreement, provided that the estimated hours for any particular mandated modification is less than or equal to 40 hours of effort.
- In the event that a Mandated Systems Modification effort is deemed to be greater than 40 hours the Mandated Systems Modifications services shall be approved by the User Group and funded by Counties participating in the Annual Support for a given application (i.e. ACS or SWS).
- Mandated Systems Modifications shall be subject to the cost allocation billing rates and special conditions set forth in this Section and in Sections III. and IV. below.
- Mandated Systems Modifications shall be initiated upon receipt of authorization from the User Group. Counties not wishing to participate may opt out, but will not receive the system modification.
- D. Direct Support: "Direct Support" is that assistance provided to the County or to a group of counties at its/their request and is not Shared Support. Direct Support includes, but is not limited to, start-up services for the County, special seminars or training or modifications for a county or counties not requested by the User Group as a whole.

III. Allocation of Charges and Costs

- A. Charges and costs for Support, Special Projects, and Mandated Systems Modifications, as defined in Section II-A, B, and C above, shall be billed to the County.
- B. Charges and costs for Direct Support, as defined in Section II-D, above, shall be chargeable to the County requesting such services, and TriMin shall bill the County for Direct Support. Direct support charges and costs shall be itemized according to type of services.

IV. Billings of Charges and Costs for Counties that submit signed agreement by December 15, 2023.

- A. TriMin shall bill the County the charges and costs for Support services, as defined in Section II, above, at a flat rate as set forth below, and per the system(s) used and selected below by the county (per "x" in square(s) below):

☐ **Annual Support for ACS, paid as one-time charge (one billing): \$1,600**

☐ **Annual Support for SWS, paid as one-time charge (one billing): \$1,600**

- B. TriMin shall bill the County the charges and costs for Special Projects as defined in Section II-B, above, at the hourly rates, set forth in Section IV-D, below. Such billing shall identify the system being supported.
- C. Invoices pursuant to Section IV-A and IV-B above, shall be billed no more than 30 days in advance to the County, annually for charges in section IV-A above, and on a quarterly basis for charges related to Section IV-B (if any), and shall be paid by the county within forty-five (45) days of the date of the invoice.
- D. The hourly rates charged by TriMin during the duration of this Agreement shall be the following:
- \$180 per hour
- E. Non-payment and remedies of TriMin: In the event that the County does not pay TriMin, within forty-five (45) days of the date of the invoice, the amount due pursuant to the Annual invoice, TriMin shall have the option to terminate its obligation to render further services to the County upon fourteen (14) days written notice thereof.

V. Allowance for Cost of Additional Services

Special Projects and Mandated Systems Modifications, as defined in Sections II-B and II-C, above, may only be billed to County if approved by the User Group prior to commencement of services being performed on County's behalf. The actual expenditure of this allowance is only authorized as defined in Sections II-B and II-C above.

VI. Warranties of the Parties

- A. TriMin represents and warrants as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties.
2. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products of TriMin and that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, or trade secret.

- B. The County represents and warrants as follows:

1. The County represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for the County and for the County activity or system involved.
2. The County represents and warrants that it will make prompt and full disclosure to TriMin of any information regarding the government requirements and regulations related to the government program and that the system services.

VII. Other Conditions

- A. Entire Agreement; Requirement of a Writing: Except where negotiations are otherwise authorized in the 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 Agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

- B. Non-Assignment: TriMin shall not assign any interest in the Agreement without the prior written consent of the County thereto, provided, however, that claims for money due or to become due to TriMin from the County under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.
- C. Conflicts of Interest. TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.
- D. Subcontracting. None of the work or services covered by this Agreement, and properly authorized by the User Group, shall be subcontracted without prior written approval of the User Group.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the responsibility of TriMin hereunder to the County for the services provided.

- E. Expenses Incurred: No Payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulations.
- F. Independent Contractor: For the purpose of this Agreement, TriMin shall be deemed an independent contractor, and not an employee of the County or the User Group. Any and all employees, members, or associates of TriMin or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall not be considered employees of the County or the User Group; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation or responsibility of the County or the User Group.
- G. Liability: In recognition of the fact that the software covered by this agreement is not owned by TriMin, and that TriMin has no control of the use of the software by the County, TriMin's liability in performance of this Agreement shall be satisfied by its maintaining in full force and effect professional liability insurance as set forth in Section VII-I-4, below. In no event shall TriMin be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable. The limitations of damages does not apply to indemnification claims or data practice violations.
- H. Disclaimer of Warranties: Except as expressly provided in this Agreement, there are no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.
- I. Indemnification: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and

employees may hereafter sustain, incur or be the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

- J. Insurance: TriMin, for the benefit of itself, the County, and the User Group, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following.
1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned and hired vehicles used regularly in provision of services under this Agreement, in an amount of not less than one million dollars (\$1,000,000) per accident for combined single limit.
 2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than two million dollars (\$2,000,000) for property damage arising from one (1) occurrences, two million dollars (\$2,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and two million dollars (\$2,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
 3. Statutory Workers' Compensation Insurance
 4. Professional liability (errors and omissions) insurance in an amount of not less than one million five hundred thousand and no/100th dollars (\$1,500,000.00).
 5. TriMin will provide the certificates of insurance as requested and provide that the insurance carrier will notify the User Group in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's insurance coverage.
- K. Local Alterations: For each of the systems supported under this contract, the code maintained by TriMin shall be designated the "Base System". The parties to Agreement agree to accept the base system and modifications to the base system as approved by the User Group. TriMin shall not be liable for claims arising from local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.
- L. Data Practices: All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other state and federal laws on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Joe McNiff, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data.
- M. Force Majeure: TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.
- N. Severability: The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.
- O. Governing Laws: The laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement.
- P. Non-Discrimination: In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, sexual orientation, marital status, national origin, disability, or public assistance.

- Q. Applicability of Uniform Commercial Code: Except to the extent the provisions of this Agreement are clearly inconsistent therewith, this Agreement shall be governed by the applicable provisions of the Uniform Commercial Code. To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.
- R. Whereas Clauses: The matters set forth in the "Whereas" clauses on page (1) hereof are incorporated into and made a part of this Agreement.
- S. Paragraph Headings: The paragraph and subparagraph headings used in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement.
- T. Pursuant to Minn. Stat. §16C.05, Subd.5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- U. Liability of the County shall be governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) and other applicable law. This Agreement shall not constitute a waiver by the County of limitations on liability provided by Minnesota Statutes, Chapter 466 or other applicable laws.
- V. Duration

The duration of this Agreement shall be January 1, 2024, to December 31, 2024, inclusive.

W. Cancellation

This Agreement is binding for the duration of the agreement (1 year) and may not be canceled by the County or by TriMin within the contract period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed intending to be bound thereby.

Accepted and Agreed for:

Accepted and Agreed for:

County: _____

TriMin Systems, Inc.:

Signed By: _____

Signed By: _____

Name: _____

Name: Joe McNiff

Title: _____

Title: Vice President

Date: _____

Date: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3339

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Ryan Sutherland

AGENDA ITEM:

Contract 61614 - Final Payment 2021 Bituminous Paving

BOARD ACTION REQUESTED:

Approve final payment for Contract 61614 - 2021 Bituminous Projects and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.

BACKGROUND:

KGM Contractors has completed the contract and it is recommended that final payment be processed.

Contract 61614 included bituminous projects on CSAH 16, CSAH 82, CSAH 84, County Road 433 and County Road 561.

SAP 013-684-003 CSAH 84 was removed from the contract and no payment was made.

Bid Amount \$2,687,971.69

Final Amount \$2,367,897.65

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. FINAL DOCUMENTS

11/21/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/28/2023 2:30 PM
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CERTIFICATE FOR FINAL PAYMENT

State Of Minnesota

Project No.: SAP 031-616-014, SAP 031-682-004
SAP 031-680-005, SAP 031-684-003,
CP 2021-06 & CP 2021-11

County of Itasca

Contract No.: 61614

The County Board of Itasca County hereby recognizes that the work done by KGM Contractors, Inc. of Angora, MN, under contract with Itasca County, made and entered into on July 20, 2021, relating to the furnishing of materials, and/or, the construction of the above named project has been completed.

We hereby approve of the Engineer's Final Estimate hereto attached, including variations from the original plans, and hereby find the Contractor entitled to total compensation for said work according to said estimate.

Dated: _____, 2023

Signed: _____
Chairman, Itasca County Board

Clerk to the County Board

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-616-014, SAP 031-682-004, SAP 031-680-005, SAP 031-684-003,
CP 2021-06 & CP 2021-11

Name of Contractor: KGM Contractors, Inc.

Contract No.: 61614

Total Value of Work: \$ 2,367,897.65

I HEREBY CERTIFY to the Board of commissioners of the above named County, that I have been in charge of the work required by the above described contract; that all of such work has been done and performed as measured by and in accordance with and pursuant to the terms of said contract.

11-14-2023
Date

Karin Grandia
County Highway Engineer
Karin Grandia

Contract Number: 031-682-004
Pay Request Number: 8

Project Number	Project Description
031-682-004	CSAH 82 & CSAH 16 REHABILITATION

Contractor: KGM Contractors, Inc. 9211 Hwy 53 Angora, MN 55703	Vendor Number: 000128780 Up To Date: 03/27/2023
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Contract Amount		Funds Encumbered	
Original Contract	\$611,389.50	Original	\$611,389.50
Contract Changes	\$2,187.95	Additional	N/A
Revised Contract	\$613,577.45	Total	\$611,389.50

Work Certified To Date

Base Bid Items	\$719,968.39
Contract Changes	\$2,187.95
Material On Hand	\$0.00
Total	\$722,156.34

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$60.00	\$722,156.34	\$0.00	\$685,991.52	\$36,164.82	\$722,156.34
Percent: Retained: 0%			Percent Complete: 117.7%		

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

County/City/Project Engineer

Date

[Signature]
11/9/2023

Approved By KGM Contractors, Inc.

Contractor

Date

[Signature]
Vice President
11-9-23

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-09-07	\$193,219.60	\$9,660.98	\$183,558.62
2	2021-09-20	\$8,005.00	\$400.25	\$7,604.75
3	2021-10-01	\$1,984.00	\$99.20	\$1,884.80
4	2021-10-18	\$167,405.36	\$7,870.27	\$149,535.09
5	2021-11-01	\$263,225.33	\$13,161.26	\$250,064.07
6	2021-11-17	\$86,226.05	\$4,311.31	\$81,914.74
7	2022-12-07	\$12,031.00	\$601.55	\$11,429.45
8	2023-03-27	\$60.00	(\$36,104.82)	\$36,164.82

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
031-616-014		\$261,134.37	\$0.00	\$248,020.65	\$13,113.72	\$261,134.37
031-682-004		\$461,021.97	\$0.00	\$437,970.87	\$23,051.10	\$461,021.97

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
031-616-014	Municipal (CSAH < 5000)	\$13,113.72	\$245,441.15	\$245,441.15	\$261,134.37
031-682-004	Municipal (CSAH < 5000)	\$23,051.10	\$368,136.30	\$365,948.35	\$461,021.97

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	\$92,000.00	1	0	\$0.00	1	\$92,000.00
Base Bid	2	2104.503/00205	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	\$3.75	712	0	\$0.00	1084	\$4,065.00
Base Bid	3	2104.503/00315	REMOVE CURB & GUTTER	LF	\$3.30	2633	0	\$0.00	2795	\$9,223.50
Base Bid	4	2104.504/00050	REMOVE CONCRETE WALK	SY	\$16.50	1121	0	\$0.00	1838.3	\$30,331.95
Base Bid	5	2104.504/00080	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	\$18.75	74	0	\$0.00	109	\$2,043.75
Base Bid	6	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	SY	\$3.80	626	0	\$0.00	676	\$2,568.80
Base Bid	7	2104.603/01810	REMOVE & REPLACE BITUMINOUS PAVEMENT	LF	\$5.00	2633	0	\$0.00	2795	\$13,975.00
Base Bid	8	2105.507/00015	COMMON EXCAVATION	CY	\$25.00	200	0	\$0.00	200	\$5,000.00
Base Bid	9	2211.507/00170	AGGREGATE BASE (CV) CLASS 5	CY	\$40.00	60	0	\$0.00	0	\$0.00
Base Bid	10	2232.504/00060	MILL BITUMINOUS SURFACE (2.0")	SY	\$1.55	24516	0	\$0.00	29855.3	\$46,275.72

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	11	2360.509/12200	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	\$57.00	2700	0	\$0.00	3864.11	\$220,254.27
Base Bid	12	2504.602/00034	ADJUST VALVE BOX	EACH	\$350.00	11	0	\$0.00	8	\$2,800.00
Base Bid	13	2506.502/06020	ADJUST FRAME & RING CASTING	EACH	\$450.00	10	0	\$0.00	8	\$3,600.00
Base Bid	14	2521.518/00040	4" CONCRETE WALK	S F	\$6.50	11173	0	\$0.00	15437.3	\$100,342.45
Base Bid	15	2521.518/00060	6" CONCRETE WALK	S F	\$9.75	4334	0	\$0.00	4699.6	\$45,821.10
Base Bid	16	2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F	\$24.50	960	0	\$0.00	1258.5	\$30,833.25
Base Bid	17	2531.503/04090	CONCRETE CURB & GUTTER DESIGN D418	L F	\$30.00	701	0	\$0.00	696	\$20,880.00
Base Bid	18	2531.504/00060	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$70.00	96	0	\$0.00	127.9	\$8,953.00
Base Bid	19	2531.603/24070	CONCRETE CURB & GUTTER	L F	\$30.00	1551	0	\$0.00	1298.5	\$38,955.00
Base Bid	20	2531.618/00010	TRUNCATED DOMES	S F	\$48.00	548	0	\$0.00	336	\$16,128.00
Base Bid	21	2563.601/00010	TRAFFIC CONTROL	LS	\$8,000.00	1	0	\$0.00	1	\$8,000.00
Base Bid	22	2573.501/00020	STORM DRAIN INLET PROTECTION	LS	\$225.00	13	0	\$0.00	12	\$2,700.00
Base Bid	23	2573.503/00020	SILT FENCE, TYPE HI	L F	\$3.25	780	0	\$0.00	650	\$2,112.50
Base Bid	24	2575.501/00020	TURF ESTABLISHMENT	LS	\$6,400.00	1	0	\$0.00	1	\$6,400.00
Base Bid	25	2582.503/1004	4" SOLID LINE PAINT	L F	\$0.15	8685	0	\$0.00	10539	\$1,580.85
Base Bid	26	2582.503/10024	24" SOLID LINE PAINT	L F	\$5.00	72	12	\$60.00	84	\$420.00
Base Bid	27	2582.503/100404	4" DBLE SOLID LINE PAINT	L F	\$0.25	4761	0	\$0.00	5797	\$1,449.25
Base Bid	28	2582.518/04020	PAVT MSSG PREF THERMO GR IN	S F	\$26.25	124	0	\$0.00	124	\$3,255.00
Base Bid Totals:								\$60.00		\$719,968.39

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
031-682-004	PARTICIPATING	\$60.00	\$719,968.39

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
031-682-004	BK1	29	2360 Bituminous Density Incentive (LS)	\$2,187.95	1	\$2,187.95	ITM	\$0.00	\$0.00	1	\$2,187.95
Contract Change Totals:									\$0.00		\$2,187.95

Contract Change Totals			Effective Date	Amount
Number	Description			
1	Bituminous Density Incentive		11/17/2021	\$2,187.95

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total				\$722,156.34
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Contract Number: 031-680-005
 Pay Request Number: 13

Project Number	Project Description
SAP 031-680-005	PAVEMENT MILL AND OVERLAY, PAVEMENT RECONSTRUCTION, CURB & GUTTER, SIDEWALK, PIPE CULVERT REPLACEMENT

Contractor: KGM Contractors, Inc. 9211 Hwy 53 Angora, MN 55703	Vendor Number: 000128780 Up To Date: 08/02/2023
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Contract Amount		Funds Encumbered	
Original Contract	\$1,073,931.30	Original	\$1,073,931.30
Contract Changes	\$37,487.40	Additional	N/A
Revised Contract	\$1,111,418.70	Total	\$1,073,931.30

Work Certified To Date	
Base Bid Items	\$1,038,491.88
Contract Changes	\$37,487.40
Material On Hand	\$0.00
Total	\$1,075,979.28

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	\$1,075,979.28	\$0.00	\$1,022,180.32	\$53,798.96	\$1,075,979.28
Percent Retained: 0%			Percent Complete: 96.81%		

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

County/City/Project Engineer

Date

11/9/2023

Approved By KGM Contractors, Inc.

Contractor

Pauline Ratchesby
Vice President

Date

11-9-23

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-09-20	\$8,457.90	\$422.90	\$8,035.00
2	2021-10-01	\$116,701.25	\$5,835.06	\$110,866.19
3	2021-10-18	\$42,695.65	\$2,134.78	\$40,560.87
4	2021-11-01	\$393,390.64	\$19,669.53	\$373,721.11
5	2021-11-16	\$13,248.41	\$662.42	\$12,585.99
6	2022-06-06	\$262,462.41	\$13,123.12	\$249,339.29
7	2022-06-21	\$64,966.00	\$3,248.30	\$61,717.70
8	2022-07-20	\$105,762.72	\$5,288.14	\$100,474.58
9	2022-08-16	\$53,444.00	\$2,672.20	\$50,771.80
10	2023-02-08	\$5,960.30	\$298.01	\$5,662.29
11	2023-03-27	\$5,390.00	\$269.50	\$5,120.50
12	2023-04-27	\$3,500.00	\$175.00	\$3,325.00
13	2023-08-02	\$0.00	(\$53,798.96)	\$53,798.96

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
Participating		\$1,075,979.28	\$0.00	\$1,022,180.32	\$53,798.96	\$1,075,979.28

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
01 CSAH	Municipal (CSAH < 5000)	\$53,798.96	\$1,106,028.70	\$1,073,931.30	\$1,075,979.28

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	\$40,000.00	1	0	\$0.00	1	\$40,000.00
Base Bid	2	2104.502/00130	REMOVE PIPE APRON	EACH	\$700.00	8	0	\$0.00	8	\$5,600.00
Base Bid	3	2104.502/00350	REMOVE ANCHORAGE ASSEMBLY	EACH	\$375.00	2	0	\$0.00	2	\$750.00
Base Bid	4	2104.502	REMOVE END TREATMENT	EACH	\$375.00	4	0	\$0.00	4	\$1,500.00
Base Bid	5	2104.502/00510	REMOVE LIGHT STANDARD	EACH	\$300.00	24	0	\$0.00	24	\$7,200.00
Base Bid	6	2104.502/01220	REMOVE SIGN	EACH	\$42.00	3	0	\$0.00	3	\$126.00
Base Bid	7	2104.502/03590	SALVAGE MAIL BOX SUPPORT	EACH	\$105.00	1	0	\$0.00	1	\$105.00
Base Bid	8	2104.503/00255	REMOVE PIPE CULVERTS	L F	\$16.00	300	0	\$0.00	275	\$4,125.00
Base Bid	9	2104.503/00315	REMOVE CURB & GUTTER	L F	\$3.30	1472	0	\$0.00	1452.5	\$4,793.25
Base Bid	10	2104.503/00440	REMOVE GUARDRAIL	L F	\$10.00	609	0	\$0.00	609	\$6,090.00

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	11	2104.504/00050	REMOVE CONCRETE WALK	S Y	\$16.60	3393	0	\$0.00	3195.2	\$52,720.80
Base Bid	12	2104.504/00080	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$19.00	186	0	\$0.00	204	\$3,876.00
Base Bid	13	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	\$3.75	3421	0	\$0.00	3007.6	\$11,278.50
Base Bid	14	2104.603/01810	REMOVE & REPLACE BITUMINOUS PAVEMENT	L F	\$7.00	652	0	\$0.00	756.5	\$5,295.50
Base Bid	15	2105.507/00015	COMMON EXCAVATION	C Y	\$17.00	1000	0	\$0.00	315	\$5,355.00
Base Bid	16	2105.507/00290	SELECT GRANULAR BORROW (CV)	C Y	\$27.00	340	0	\$0.00	105	\$2,835.00
Base Bid	17	2105.603/00060	DITCH CLEANING	L F	\$15.00	1266	0	\$0.00	1319	\$19,785.00
Base Bid	18	2118.507/00150	AGGREGATE SURFACING (CV) CLASS 5	C Y	\$51.00	25	0	\$0.00	213.36	\$10,881.36
Base Bid	19	2211.507/00170	AGGREGATE BASE (CV) CLASS 5	C Y	\$35.00	470	0	\$0.00	105	\$3,675.00
Base Bid	20	2232.504/00040	MILL BITUMINOUS SURFACE (1.5")	S Y	\$1.60	12790	0	\$0.00	14155.6	\$22,648.96
Base Bid	21	2232.504/00060	MILL BITUMINOUS SURFACE (2.0")	S Y	\$1.80	14350	0	\$0.00	15602.1	\$27,903.78
Base Bid	22	2360.509/12300	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	\$64.20	3990	0	\$0.00	3914.3	\$251,298.06
Base Bid	23	2360.509/22305	TYPE SP 12.5 NON WEAR COURSE MIX (2,C)	TON	\$63.00	400	0	\$0.00	310.43	\$19,557.09
Base Bid	24	2411.507/04050	GRANULAR BACKFILL (CV)	C Y	\$31.00	200	0	\$0.00	0	\$0.00
Base Bid	25	2451.507/00250	FINE AGGREGATE BEDDING (CV)	C Y	\$37.00	400	0	\$0.00	195	\$7,215.00
Base Bid	26	2501.502/04018	18" GS PIPE APRON	EACH	\$550.00	5	0	\$0.00	4	\$2,200.00
Base Bid	27	2501.502/04024	24" GS PIPE APRON	EACH	\$625.00	6	0	\$0.00	6	\$3,750.00
Base Bid	28	2501.503/05012	12" CP PIPE CULVERT	L F	\$62.00	25	0	\$0.00	0	\$0.00
Base Bid	29	2501.503/05018	18" CP PIPE CULVERT	L F	\$70.00	70	0	\$0.00	72	\$5,040.00
Base Bid	30	2501.503/05024	24" CP PIPE CULVERT	L F	\$80.00	205	0	\$0.00	205	\$16,400.00
Base Bid	31	2506.502/06020	ADJUST FRAME & RING CASTING	EACH	\$450.00	5	0	\$0.00	0	\$0.00
Base Bid	32	2521.518/00040	4" CONCRETE WALK	S F	\$6.30	23661	0	\$0.00	24439.1	\$153,966.33

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	33	2521.518/0060	6" CONCRETE WALK	S F	\$9.00	4306	0	\$0.00	5377.9	\$48,401.10
Base Bid	34	2531.503/02316	CONCRETE CURB & GUTTER DESIGN B618 (MOD)	L F	\$28.00	821	0	\$0.00	789	\$22,092.00
Base Bid	35	2531.504/0070	7" CONCRETE DRIVEWAY PAVEMENT	S Y	\$85.00	185	0	\$0.00	356.7	\$30,319.50
Base Bid	36	2531.603/24070	CONCRETE CURB & GUTTER	L F	\$28.00	652	0	\$0.00	707.5	\$19,810.00
Base Bid	37	2531.618/00010	TRUNCATED DOMES	S F	\$49.00	520	0	\$0.00	479.8	\$23,510.20
Base Bid	38	2540.602/00140	INSTALL MAIL BOX SUPPORT	EACH	\$115.00	1	0	\$0.00	1	\$115.00
Base Bid	39	2545.502/14040	LUMINAIRE (LED) 40 FOOT	EACH	\$3,500.00	15	0	\$0.00	15	\$52,500.00
Base Bid	40	2545.502/14080	LIGHT FOUNDATION DESIGN E	EACH	\$1,450.00	15	0	\$0.00	15	\$21,750.00
Base Bid	41	2545.502/21201	SERVICE CABINET -TYPE L1	EACH	\$7,500.00	1	0	\$0.00	1	\$7,500.00
Base Bid	42	2545.503/01041	1.5" NON-METALLIC CONDUIT	L F	\$10.75	4650	0	\$0.00	3126	\$33,604.50
Base Bid	43	2545.503/01053	12" NON-METALLIC CONDUIT	L F	\$13.40	20	0	\$0.00	20	\$268.00
Base Bid	44	2545.503/03010	UNDERGROUND WIRE 1/C 1 AWG	L F	\$4.85	60	0	\$0.00	60	\$291.00
Base Bid	45	2545.503/03080	UNDERGROUND WIRE 1/C 8 AWG	L F	\$1.55	18200	0	\$0.00	17520	\$27,156.00
Base Bid	46	2554.502/00024	END TREATMENT-TANGENT TERMINAL	EACH	\$3,400.00	4	0	\$0.00	4	\$13,600.00
Base Bid	47	2554.503/00131	TRAFFIC BARRIER DESIGN TYPE 31	L F	\$43.10	312.5	0	\$0.00	312.5	\$13,468.75
Base Bid	48	2563.601/00010	TRAFFIC CONTROL	LS	\$4,700.00	1	0	\$0.00	1	\$4,700.00
Base Bid	49	2564.602/010515	INSTALL SIGN	EACH	\$135.00	3	0	\$0.00	3	\$405.00
Base Bid	50	2573.502/00110	STORM DRAIN INLET PROTECTION	EACH	\$225.00	7	0	\$0.00	7	\$1,575.00
Base Bid	51	2573.503/00021	SILT FENCE, TYPE PA	L F	\$3.25	2450	0	\$0.00	1727	\$5,612.75
Base Bid	52	2573.503/00061	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$4.25	200	0	\$0.00	0	\$0.00
Base Bid	53	2574.508/00011	FERTILIZER TYPE 1	LB	\$1.05	170	0	\$0.00	130	\$136.50

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	54	2575.504/0073	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$2.35	2620	0	\$0.00	4510	\$10,598.50
Base Bid	55	2575.508/22111	SEED MIXTURE 22-111	LB	\$5.25	54	0	\$0.00	50	\$262.50
Base Bid	56	2575.508/25151	SEED MIXTURE 25-151	LB	\$5.25	102	0	\$0.00	100	\$526.00
Base Bid	57	2575.508/40006	HYDRAULIC STABILIZED FIBER MATRIX	LB	\$4.00	233	0	\$0.00	450	\$1,800.00
Base Bid	58	2582.503/104104	4" SOLID LINE PAINT	L F	\$0.15	5511	0	\$0.00	7413	\$1,111.95
Base Bid	59	2582.503/104404	4" DBLE SOLID LINE PAINT	L F	\$0.25	7425	0	\$0.00	5632	\$1,408.00
Base Bid Totals:								\$0.00		\$1,038,491.88

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
SAP 031-680-005	PARTICIPATING	\$0.00	\$1,038,491.88

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
SAP 031-680-005	BK1	60	2360 Bituminous Density Incentive (LS)	\$1,377.10	1	\$1,377.10	ITM	\$0.00	\$0.00	1	\$1,377.10
SAP 031-680-005	CO1	61	2545.503/01045 1.5" NON-METALLIC COND(DIRECTIONAL BORE) (L F)	\$30.00	1160	\$34,800.00	ITM	\$0.00	\$0.00	1160	\$34,800.00
SAP 031-680-005	CO2	62	1807 FAILURE TO COMPLETE THE WORK ON TIME (LS)	(\$10,000.00)	1	(\$10,000.00)	ITM	\$0.00	\$0.00	1	(\$10,000.00)
SAP 031-680-005	CO3	63	2565.601 SOURCE OF POWER (LUMP SUM)	\$5,920.30	1	\$5,920.30	ITM	\$0.00	\$0.00	1	\$5,920.30
SAP 031-680-005	CO4	64	2565.601 SOURCE OF POWER (LUMP SUM)	\$5,390.00	1	\$5,390.00	ITM	\$0.00	\$0.00	1	\$5,390.00
Contract Change Totals:									\$0.00		\$37,487.40

Contract Change Totals			
Number	Description	Effective Date	Amount
1	Bituminous Density Incentive	11/16/2021	\$1,377.10
1	It was determined that in the best interest of the project to directional drill a portion of the 1.5" Non Metallic Conduit to eliminate the requirement of removing sidewalk and open trenching segments of roadway.	06/21/2022	\$34,800.00
2	Liquidated Damages as agreed upon October 2021.	09/15/2022	(\$10,000.00)
3	Replacement of existing city lighting receptacles that were required to be removed for new placement of new power source and lighting cabinet.	09/15/2022	\$5,920.30

4	Added receptacles to light poles.	03/27/2023	\$5,390.00
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Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total				\$1,075,979.28
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Contract Number: 2021-06
Pay Request Number: 4

Project Number	Project Description
2019-10	CR 561 Bituminous Rehabilitation and Aggregate Shouldering

Contractor: KGM Contractors, Inc. 9211 Hwy 53 Angora, MN 55703	Vendor Number: 000128780 Up To Date: 12/05/2022
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Contract Amount		Funds Encumbered	
Original Contract	\$180,654.05	Original	\$180,654.05
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$180,654.05	Total	\$180,654.05

Work Certified To Date	
Base Bld Items	\$176,405.69
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$176,405.69

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	\$176,405.69	\$0.00	\$167,585.41	\$8,820.28	\$176,405.69
Percent: Retained: 0%			Percent Complete: 97.65%		

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

County/City/Project Engineer

Date

11/9/2023

Approved By KGM Contractors, Inc.

Contractor

Date

Pauline Rutchby
Vice President
11-9-23

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-10-01	\$24,317.75	\$1,215.89	\$23,101.86
2	2021-11-01	\$143,508.67	\$7,175.43	\$136,333.24
3	2021-11-15	\$8,579.27	\$428.96	\$8,150.31
4	2022-12-05	\$0.00	(\$8,820.28)	\$8,820.28

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
Participating		\$176,405.69	\$0.00	\$167,585.41	\$8,820.28	\$176,405.69

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	County Highway Preservation	\$8,820.28	\$180,654.05	\$180,654.05	\$176,405.69

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	2016.601/00050	QUALITY MANAGEMENT	LS	\$3,500.00	1	0	\$0.00	0	\$0.00
Base Bid	2	2021.501/00010	MOBILIZATION	LS	\$14,000.00	1	0	\$0.00	1	\$14,000.00
Base Bid	3	2105.601/00030	SITE GRADING	LS	\$12,500.00	1	0	\$0.00	1	\$12,500.00
Base Bid	4	2112.519/00010	SUBGRADE PREPARATION	RDST	\$120.00	35.3	0	\$0.00	27.37	\$3,284.40
Base Bid	5	2118.509/00010	AGGREGATE SURFACING CLASS 1	TON	\$18.25	467	0	\$0.00	371.76	\$6,784.62
Base Bid	6	2211.509/00070	AGGREGATE BASE CLASS 5	TON	\$12.00	1043	0	\$0.00	1311.5	\$15,738.00
Base Bid	7	2232.504/00120	MILL BITUMINOUS SURFACE (3.0")	S Y	\$2.45	8084	0	\$0.00	7299	\$17,882.55
Base Bid	8	2360.509/2200	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	\$59.00	1458	0	\$0.00	1475.08	\$87,029.72
Base Bid	9	2501.502/19018	18" CAS SAFETY APRON & GRATE DES 3128	EACH	\$1,250.00	2	0	\$0.00	2	\$2,500.00
Base Bid	10	2501.503/00018	18" CAS PIPE CULVERT	L F	\$110.00	48	0	\$0.00	48	\$5,280.00
Base Bid	11	2540.602/00150	MAIL BOX SUPPORT	EACH	\$115.00	10	0	\$0.00	7	\$805.00
Base Bid	12	2563.601/00010	TRAFFIC CONTROL	LS	\$2,500.00	1	0	\$0.00	1	\$2,500.00
Base Bid	13	2575.501/00020	TURF ESTABLISHMENT	LS	\$6,400.00	1	0	\$0.00	1	\$6,400.00

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	14	2582.503/104	4" SOLID LINE PAINT	L F	\$0.15	6260	0	\$0.00	6171	\$925.65
Base Bid	15	2582.503/104	4" DOUBLE SOLID LINE PAINT	L F	\$0.25	3130	0	\$0.00	3103	\$776.75
Base Bid Totals:								\$0.00		\$176,405.69

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
2019-10	PARTICIPATING	\$0.00	\$176,405.69

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
Contract Change Totals:									\$0.00		\$0.00

Contract Change Totals			
Number	Description	Effective Date	Amount

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total	\$176,405.69
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Contract Number: 2021-11
Pay Request Number: 5

Project Number	Project Description
2021-11	CR433 Base and Bituminous Surfacing

Contractor: KGM Contractors, Inc. 9211 Hwy 53 Angora, MN 55703	Vendor Number: 000128780 Up To Date: 03/27/2023
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Contract Amount

Original Contract
Contract Changes
Revised Contract

\$622,557.14
\$14,535.09
\$637,092.23

Funds Encumbered

Original
Additional
Total

\$622,557.14
N/A
\$622,557.14

Work Certified To Date

Base Bld Items
Contract Changes
Material On Hand
Total

\$375,191.25
\$18,165.09
\$0.00
\$393,356.34

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$4,196.19	\$393,356.34	\$0.00	\$369,702.14	\$23,654.20	\$393,356.34
Percent: Retained: 0%			Percent Complete: 61.74%		

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

County/City/Project Engineer

Date

11/9/2023

Approved By KGM Contractors, Inc.

Contractor

Date

Paulene Rutschky
Vice President
11-9-23

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-10-01	\$68,219.60	\$3,410.98	\$64,808.62
2	2021-10-18	\$305,108.91	\$15,255.45	\$289,853.46
3	2021-11-17	\$13,031.64	\$651.58	\$12,380.06
4	2022-12-07	\$2,800.00	\$140.00	\$2,660.00
5	2023-03-27	\$4,196.19	(\$19,458.01)	\$23,654.20

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
Participating		\$393,356.34	\$0.00	\$369,702.14	\$23,654.20	\$393,356.34

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	County Highway Preservation	\$23,654.20	\$637,092.23	\$622,557.14	\$393,356.34

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	2016.601/00050	QUALITY MANAGEMENT	LS	\$3,500.00	1	0	\$0.00	0	\$0.00
Base Bid	2	2021.601/00010	MOBILIZATION	LS	\$50,000.00	1	0	\$0.00	1	\$50,000.00
Base Bid	3	2101.505/00030	GRUBBING	ACRE	\$30,000.00	0.14	0	\$0.00	0	\$0.00
Base Bid	4	2104.603/00255	REMOVE PIPE CULVERTS	LF	\$15.00	64	0	\$0.00	0	\$0.00
Base Bid	5	2105.607/00015	COMMON EXCAVATION	CY	\$7.90	11113	0	\$0.00	0	\$0.00
Base Bid	6	2105.607/00290	SELECT GRANULAR BORROW (CV)	CY	\$16.20	2933	0	\$0.00	0	\$0.00
Base Bid	7	2112.519/00010	SUBGRADE PREPARATION	RDST	\$120.00	54.3	0	\$0.00	59.33	\$7,119.60
Base Bid	8	2118.509/00010	AGGREGATE SURFACING CLASS 1	TON	\$17.30	1238	105.56	\$1,826.19	1067.2	\$18,462.56
Base Bid	9	2211.509/00070	AGGREGATE BASE CLASS 5	TON	\$12.21	5194	0	\$0.00	1661	\$20,280.81
Base Bid	10	2360.509/12300	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	\$67.00	1591	0	\$0.00	1377.12	\$92,267.04
Base Bid	11	2360.509/32205	TYPE SP 19.0 NON WEAR COURSE MIX (2,B)	TON	\$63.00	2652	-20	(\$1,260.00)	2300.63	\$144,939.69
Base Bid	12	2501.603/00018	18" CAS PIPE CULVERT	LF	\$82.00	174	0	\$0.00	0	\$0.00
Base Bid	13	2502.604/00120	2" INSULATION	SY	\$19.00	1900	0	\$0.00	1900	\$36,100.00

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 Bld	14	2540.602/00150	MAIL BOX SUPPORT	EACH	\$115.00	10	0	\$0.00	9	\$1,035.00
Base Bld	15	2563.601/00010	TRAFFIC CONTROL	LS	\$2,800.00	1	0	\$0.00	1	\$2,800.00
Base Bld	16	2575.601/00020	TURF ESTABLISHMENT	LS	\$6,400.00	1	0	\$0.00	0	\$0.00
Base Bld	17	2582.503/104104	4" SOLID LINE PAINT	L F	\$0.15	18466	0	\$0.00	13377	\$2,006.55
Base Bld	18	2582.503/104204	4" BROKEN LINE PAINT	L F	\$0.15	512	0	\$0.00	1200	\$180.00
Base Bld Totals:								\$566.19		\$375,191.25

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
2021-11	PARTICIPATING	\$566.19	\$375,191.25

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
2021-11	BK1	19	2360 Bituminous Density Incentive (LS)	\$922.59	1	\$922.59	ITM	\$0.00	\$0.00	1	\$922.59
2021-11	CO1	20	2360.502/32200 TYPE SP 19.0 NON WEAR COURSE MIX (2,B) (TON)	\$181.50	75	\$13,612.50	ITM	\$20.00	\$3,630.00	95	\$17,242.50
Contract Change Totals:									\$3,630.00		\$18,165.09

Contract Change Totals			
Number	Description	Effective Date	Amount
1	Bituminous Density Incentive	11/17/2021	\$922.59
1	Salt Shed Paving	11/17/2021	\$13,612.50

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total				\$393,356.34
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3345

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Sponsor Resolution for the City of Taconite's LRIP Grant Application

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Resolution of Support from the Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by the City of Taconite.

BACKGROUND:

The LRIP has a program called the Local Road Improvement Program and cities can apply for funds to improve local roads. The maximum grant amount is \$1.5 million. The funds can only be used for capital construction costs and cities must pay for all project development costs including, but not limited to, engineering, permitting and right-of-way. Additionally, the City must agree to cover all costs in excess of the grant amount.

Cities are required to have their local County act as a sponsor and fiscal agent for the project.

The City of Taconite is applying for LRIP funds to rehabilitate Riley Beach Road from CSAH 7 to the O'Reilly lake public water access. The road is paved and the bituminous has reached the end of its useful life and needs to be rehabilitated.

The Township has passed a resolution committing to the project and agreeing to cover any costs not covered by the LRIP grant.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2023_1001_A_LRIP_

11/21/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/28/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

RESOLUTION

RE: RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

WHEREAS, Local Road Improvement Program (LRIP) funds are available for local agency projects meeting Routes of Regional Significance or Rural Road Safety criteria; and

WHEREAS, non-state aid cities and townships must have a county sponsor to apply for LRIP funding; and

WHEREAS, The City of Taconite has requested that Itasca County sponsor its application for the rehabilitation of the Riley Beach Road from CSAH 7 to the O'Reilly lake public water access ; and

WHEREAS, The City of Taconite understands that it will be responsible for all costs not covered by LRIP funding including all engineering and right of way costs and any construction costs over the funding cap.

NOW THEREFORE BE IT RESOLVED, the County of Itasca hereby agrees to act as a sponsor/fiscal agent for the application from the City of Taconite for LRIP funding for the rehabilitation of Riley Beach Road.

CITY TACONITE, MINNESOTA
RESOLUTION NO. 2023 1001 A



STATE OF MINNESOTA)
COUNTY OF ITASCA)
CITY OF TACONITE)

RESOLUTION 2023 1001A
REILLY BEACH ROAD IMPROVEMENT PROJECT
(Local Road Improvement Program)

November 13^h, 2023

WHEREAS, the City of Taconite has applied for up to \$1.5M in funding through the Minnesota Department of Transportation Local Road Improvement Program (LRIP) and funded by the Minnesota Legislature 2020 Bonding Bill; and

WHEREAS, the City of Taconite is being sponsored by Itasca County (Transportation Department); and

WHEREAS, Reilly Beach Road was rehabilitated 40+ years ago by Iron Range Township which has since been annexed by the City of Taconite; and

WHEREAS, the City of Taconite's road improvement project is to rehabilitate the pavement structure of Reilly Beach Road, located in Itasca County; and

WHEREAS, the City of Taconite's intent is to extend the life of Reilly Beach Road, and address critical safety and operation needs through improvement to the existing road; and

WHEREAS, Reilly Beach Road is a DNR public boat landing access that is the only public access for the lakes of O'Reilly, Island, Shamrock, and Little O'Reilly, with 18 residential homes located on it also providing vehicle access for the timber and utility industries; and

NOW THEREFORE, be it resolved that the City of Taconite commits to funding engineering plans and specification, and any amounts above an LRIP award; and

NOW THEREFORE, be it further resolved that the City of Taconite fully supports the application proposed Reilly Beach Road project.

Upon roll call vote taken thereon, the following voted:

For: Mayor Troumbly, Hron, Kilpatrick, Torkkola and Clerk Troumbly

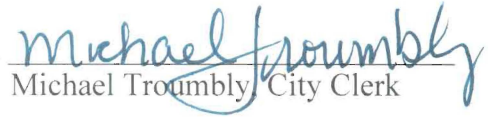
Absent: None Against: None

Whereupon said Resolution No. 2023 1001A was declared duly passed and adopted
this 13th day of November 2023.
Month/Year



Ryan Troumbly, Mayor

Attest:


Michael Troumbly, City Clerk



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3346

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Local Road Improvement Grant Application for County Road 540

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Local Road Improvement Grant Application for County Road 540, which indicates support for the grant application for a proposed project on County Road 540.

BACKGROUND:

The LRIP has a program called the Local Road Improvement Program and counties can apply for funds to improve local roads. The maximum grant amount is \$1.5 million. The funds can only be used for capital construction costs and counties must pay for all project development costs including, but not limited to, engineering, permitting and right-of-way. Additionally, the County must agree to cover all costs in excess of the grant amount.

County Road 540 is a narrow, curvy road with numerous sight distance issues which makes meeting oncoming traffic a safety concern. The road is paved and the bituminous has reached the end of its useful life and needs to be rehabilitated.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

11/21/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/28/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

RESOLUTION

**RE: LOCAL ROAD IMPROVEMENT GRANT APPLICATION - COUNTY ROAD 540
IMPROVEMENT PROJECT**

WHEREAS, The State of Minnesota has \$102.967 million in LRIP funding available, with a cap of \$1.5 million for each project, and;

WHEREAS, Itasca County acknowledges that LRIP funding can be used for roadway construction and other costs, including but not limited to, engineering and inspection, right-of-way and permitting costs must be covered by the County. Additionally, Itasca County understands it is responsible for covering all costs in excess of the grant amount, and;

WHEREAS, Itasca County is planning an improvement project on County Road 540 which was originally paved over 35 years ago and has severe pavement distress which results in unsafe driving conditions. The road is narrow and has numerous sight distance concerns, contributing to the unsafe driving conditions. and;

WHEREAS, there are over 25 residents along the corridor and the road has an ADT of 70, and;

WHEREAS, Itasca County's intent is to address the safety issues along the corridor by providing a wider road that allows for vehicles to meet and improved sight distance, and;

NOW THEREFORE BE IT RESOLVED, The Itasca County Board of Commissioners fully supports the improvement project and agrees to maintain the improvements, and;

NOW THEREFORE BE IT RESOLVED, the Itasca County Board of Commissioners fully supports the submittal of the LRIP application.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3347

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Contract 59916 - Nashwauk TWP - Bridge/Culvert Replacement, Final Payment Request

BOARD ACTION REQUESTED:

Approve final payment for Contract 59916, a bridge/culvert replacement project for Nashwauk TWP, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

BACKGROUND:

Utility Systems of America, Inc. has completed the bridge/culvert project on South Sucker Lake Rd. for Nashwauk TWP and it is recommended that final payment be processed.

Bid Amount: \$168,422.00

Final Amount: \$171,238.00

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 59916 Closeout Packet for Board Approval

11/21/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/28/2023 2:30 PM
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CERTIFICATE FOR FINAL PAYMENT

State of Minnesota

Project No.: SAP 031-599-016

County of Itasca

Contract No.: 59916

The County Board of Itasca County hereby recognizes that the work done by Utility Systems of America, Inc. of Eveleth, MN, under contract with Itasca County, made and entered into on June 14, 2022, relating to the furnishing of materials, and/or, the construction of the above-named project has been completed.

We hereby approve of the Engineer's Final Estimate hereto attached, including variations from the original plans, and hereby find the Contractor entitled to total compensation for said work according to said estimate.

Dated: _____, 2023

Signed:

Chairman, Itasca County Board

Clerk to the County Board

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-599-016 – Nashwauk TWP – Bridge/Culvert Replacement

Name of Contractor: Utility Systems of America, Inc.

Contract No.: 59916

Total Value of Work: \$171,238.00

I HEREBY CERTIFY to the Board of commissioners of the above named County, that I have been in charge of the work required by the above described contract; that all of such work has been done and performed as measured by and in accordance with and pursuant to the terms of said contract.

11-15-2023
Date

Karin Grandia
County Highway Engineer
Karin Grandia, P.E.

cc County Auditor
 State Aid Engineer
 County Highway Engineer

** Required for all State Aid and Federal Aid Projects

Contract Number: 59916
 Pay Request Number: 2

Project Number	Project Description
031-599-016	Sucker creek bridge (culvert replacement)

Contractor: Utility Systems of America Inc. PO Box 706 Eveleth, MN 55734	Vendor Number: N/A Up To Date: 11/07/2023
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Contract Amount		Funds Encumbered	
Original Contract	\$168,422.00	Original	\$168,422.00
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$168,422.00	Total	\$168,422.00

Work Certified To Date	
Base Bid Items	\$171,238.00
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$171,238.00

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	\$171,238.00	\$0.00	\$162,676.10	\$8,561.90	\$171,238.00
Percent: Retained: 0%			Percent Complete: 101.67%		

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

Rachul Motelak
 County/City/Project Engineer

11/7/23
 Date

Approved By Utility Systems of America Inc.

[Signature]
 Contractor

11-7-23
 Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2023-06-02	\$171,238.00	\$8,561.90	\$162,676.10
2	2023-11-07	\$0.00	(\$8,561.90)	\$8,561.90

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
SAP 031-599-016 Bridge		\$150,112.00	\$0.00	\$142,606.40	\$7,505.60	\$150,112.00
SAP 031-599-016 Grading		\$21,126.00	\$0.00	\$20,069.70	\$1,056.30	\$21,126.00

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Town Bridge	\$8,061.90	\$158,422.00	\$158,422.00	\$161,238.00
2	Local	\$500.00	\$10,000.00	\$10,000.00	\$10,000.00

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	1	2021.501/0010	MOBILIZATION	LS	\$32,000.00	1	0	\$0.00	1	\$32,000.00
Base Bid	2	2104.503/00255	REMOVE PIPE CULVERTS	L F	\$25.00	33	0	\$0.00	33	\$825.00
Base Bid	3	2106.507/00010	EXCAVATION - COMMON	C Y	\$25.00	241	0	\$0.00	241	\$6,025.00
Base Bid	5	2106.507/00130	COMMON EMBANKMENT (CV)	C Y	\$20.00	1102	0	\$0.00	1102	\$22,040.00
Base Bid	6	2118.507/00110	AGGREGATE SURFACING (CV) CLASS 1 (P)	C Y	\$45.00	149	0	\$0.00	149	\$6,705.00
Base Bid	7	2451.507/00270	COARSE AGGREGATE BEDDING (CV) (P)	C Y	\$40.00	188	0	\$0.00	188	\$7,520.00
Base Bid	8	2501.503	103" SPAN PC-CS PIPE-ARCH CULVERT	LF	\$506.00	72	0	\$0.00	72	\$36,432.00
Base Bid	9	2501.503	81" SPAN PC-CS PIPE-ARCH CULVERT	LF	\$441.00	70	0	\$0.00	70	\$30,870.00
Base Bid	10	2563.601/00010	TRAFFIC CONTROL	LS	\$1,500.00	1	0	\$0.00	1	\$1,500.00
Base Bid	11	2573.503/00023	SILT FENCE, TYPE MS	L F	\$6.00	880	0	\$0.00	1116	\$6,696.00
Base Bid	13	2575.501/00020	TURF ESTABLISHMENT	LS	\$3,500.00	1	0	\$0.00	1.4	\$4,900.00
Base Bid	14	2106.507	EXCAVATION - MUCK	C Y	\$25.00	549	0	\$0.00	549	\$13,725.00

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	15	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	LF	\$40.00	50	0	\$0.00	50	\$2,000.00
Base Bid Totals:								\$0.00		\$171,238.00

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
031-599-016	Approach	\$0.00	\$21,126.00
031-599-016	Bridge	\$0.00	\$150,112.00

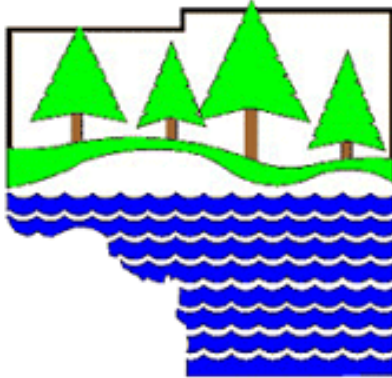
Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:									\$0.00		\$0.00

Contract Change Totals			
Number	Description	Effective Date	Amount

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total	\$171,238.00
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3349

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Sponsor Resolution for Nashwauk Twp LRIP Grant Application

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Resolution of Support from Sponsoring Agency, which indicates that Itasca County agrees to act as the sponsor/fiscal agent for an application for funding from the Local Road Improvement Program (LRIP), as requested by Nashwauk Township.

BACKGROUND:

The LRIP has a program called the Local Road Improvement Program and Townships can apply for funds to improve local roads. The maximum grant amount is \$1.5 million. The funds can only be used for capital construction costs and townships must pay for all project development costs including, but not limited to, engineering, permitting and right-of-way. Additionally, the Township must agree to cover all costs in excess of the grant amount.

Townships are required to have their local County act as a sponsor and fiscal agent for the project.

Nashwauk Township is applying for LRIP funds to rehabilitate Little Sweden Road from Trunk Highway 65 to the intersection of North Little Sweden Road and North Little Sweden Loop. The road is paved and the bituminous has reached the end of its useful life and needs to be rehabilitated.

The Township has passed a resolution committing to the project and agreeing to cover any costs not covered by the LRIP grant.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Nashwauk Twp Resolution

11/21/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/28/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

RESOLUTION 2023-44

RE: RESOLUTION OF SUPPORT FROM SPONSORING AGENCY

WHEREAS, Local Road Improvement Program (LRIP) funds are available for local agency projects meeting Routes of Regional Significance or Rural Road Safety criteria; and

WHEREAS, non-state aid cities and townships must have a county sponsor to apply for LRIP funding; and

WHEREAS, Nashwauk Township has requested that Itasca County sponsor its application for the rehabilitation of Little Sweden Road from Trunk Highway 65 to the intersection of North Little Sweden Road and North Little Sweden Loop; and

WHEREAS, Nashwauk Township understands that it will be responsible for all costs not covered by LRIP funding including all engineering and right of way costs and any construction costs over the funding cap.

NOW THEREFORE BE IT RESOLVED, the County of Itasca hereby agrees to act as a sponsor/fiscal agent for the application from Nashwauk Township for LRIP funding for the rehabilitation of the Little Sweden Road.

NASHWAUK TOWNSHIP
RESOLUTION 2023-3

Resolution Approving 2023 Local Road Improvement Program (LRIP) Funding Application to the Minnesota Department of Transportation (MnDOT) for Little Sweden Road Improvements

WHEREAS, Little Sweden Road Improvement Project (i.e. Project) includes upgrades to Little Sweden Road from State Highway 65 to the intersection of North Little Sweden Road and North Little Sweden Loop, and

WHEREAS, Little Sweden Road serves as a partially paved thoroughfare providing a route of regional significance including access to the Itasca County Garage, District 5 and 30 residential homes, and

WHEREAS, Little Sweden Road is currently in need of safety improvements to address road deterioration due to high traffic, and area loggers that use the road, and

WHEREAS, Over the past several decades Nashwauk Township has invested thousands of dollars to keep the road drivable, and

WHEREAS, the existing roadway requires heavy yearly maintenance, and

WHEREAS, the MnDOT has solicited grant applications for funding administered through the LRIP, which targets routes of regional significance, and

WHEREAS, the grant requires the township to work with Itasca County to act as sponsor for the Nashwauk Township LRIP funding application and the associated Project development, and

WHEREAS, Itasca County is supportive of the proposed Project, and

WHEREAS, the proposed year for the said Project construction is 2024, and

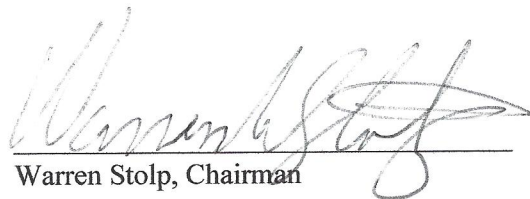
NOW THEREFORE BE IT RESOLVED BY THE TOWN BOARD OF NASHWAUK, MINNESOTA;

1. Supports the upgrade of Little Sweden Road to address safety concerns and road surface deterioration.
2. Supports the preparation and submission of the 2023 LRIP funding application to advance improvements of Little Sweden Road.
3. Commits to funding engineering plans and specification, and any amounts above an LRIP award.

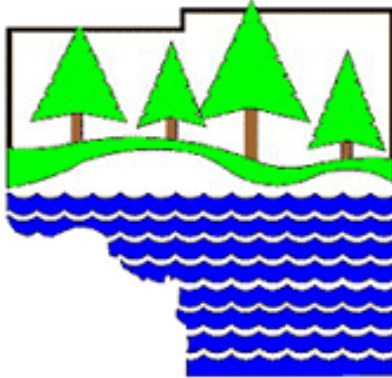
WHEREUPON SAID RESOLUTION was declared duly passed and adopted on this 14th day of November 14, 2023.

AYES: Warren Stolp, Robert Coughlin, Marc Engel

NAYES: None


Warren Stolp, Chairman


Attest: Karen Calaguire, Clerk



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3341

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

State of Minnesota Joint Powers Agreement

BOARD ACTION REQUESTED:

Approve State of Minnesota Joint Powers agreement for Forest Development Projects and authorize signatures.

BACKGROUND:

The current State of Minnesota Joint Powers Agreement expires at the end of this year. In the past, Itasca County has participated with the Minnesota DNR in forest management projects, primarily aerial seeding. Adding work together into a single contract is beneficial in that we share technical expertise among ourselves, we gain a higher degree of coordination and the increased acres generally offers a lower per acre contract rate.

In order to combine agencies into a single contract for forest management projects, a Joint Powers Agreement (JPA) is necessary. It is very basic, there is no financial obligations between parties. The term of the JPA is five years, 2024 - 2028.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca County Joint Powers Agreement 24-28

11/21/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 11/28/2023 2:30 PM
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State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: _____

This Agreement is between the State of Minnesota, acting through its **commissioner of the Department of Natural Resources** ("State") and **Itasca County, Minnesota** ("Governmental Unit").

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of **and the Government Unit are in need of contractors to implement forest management projects for the purpose of enhancing and sustainably managing their respective natural resources. Both parties require reputable and reliable contractors at the lowest possible cost. This can be obtained by awarding both the State contract and the Government Unit contract to a single bidder.**

Agreement

1. Term of Agreement

- 1.1 Effective Date: **January 1, 2024**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: **December 31, 2028**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

STATE

2.1 To include on its request for silvicultural contract work (such as but not limited to aerial seeding and aerial herbicide application), Governmental Unit sites that fall within the work specifications and requirements, and are located within or reasonably near the area of the State sites.

2.2 To develop its own work specifications and requirements, to request bids, open bids, determine if acceptable bid(s) meet specifications, award the contract, and administer all business and administrative aspects of the request for bid and final contract documents.

2.3 To monitor and serve as project supervisor on State sites only.

2.4 To be responsible for approval of work completed, and to pay the contractor for work completed meeting specifications, on State sites only.

GOVERNMENT UNIT

2.5 To inform the State in writing that they would like to include Governmental Unit sites on a particular contract.

2.6 To provide within the time frame and in the format and quantity as requested by the State, site and other information and documentation related to the sites they desire to include on the State's request for contract work.

2.7 To accept the State's determination on whether or not Governmental Unit sites meet the requirements as stated in item 2.1 above, so as to be included in the State's request for contract work.

2.8 To accept the State's determination on whether or not a contract will be made.

2.9 To provide written signed acceptance of the low bid meeting specifications on Governmental Unit sites within 14 working days of bid opening and that said written acceptance binds them to the terms and conditions of the contract awarded by the State, the same as if they had signed said contract.

2.10 To monitor and serve as project supervisor on Governmental Unit sites only.

2.11 To be responsible for approval of work completed, and to pay the contractor for work completed meeting specifications, on Governmental Unit sites only.]

3. Payment

Nothing in this agreement will make the State financially responsible for the Governmental Unit's projects, or the Governmental Unit financially responsible for the State's projects.

The total obligation of the State under this Agreement will not exceed \$0.00.

4. Authorized Representatives

The State's Authorized Representative is Mike Reinikainen, Silviculture Program Consultant, mike.reinikainen@state.mn.us, MN DNR, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155, 651.259.5270 or his/her successor.

The Governmental Unit's Authorized Representative is Kory Cease, Land Commissioner, kory.cease@co.itasca.mn.us, Itasca County Land Department, 1177 LaPrairie Avenue, Grand Rapids, MN, 55744, 218.327.2855 or his/her successor.

5. Assignment, Amendments, Waiver, and Contract Complete.

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) 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 Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

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

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 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 Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit 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 agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

1. State Encumbrance Verification

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

Print Name: _____

Signature: _____

Title: _____ Date: _____

SWIFT Contract No. _____

2. Governmental Unit

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2808

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, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3294

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Schedule of Itasca County Board Meetings

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Year 2024 Schedule of Itasca County Board Meetings.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

RESOLUTION 2023-46

RE: YEAR 2024 SCHEDULE OF ITASCA COUNTY BOARD MEETINGS

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

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

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

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

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

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners adopts the following schedule for work sessions in the year 2024:

Tuesday, January 2, 2024	Tuesday, July 2, 2024
Tuesday, January 16, 2024	Tuesday, July 16, 2024
Tuesday, February 6, 2024	Tuesday, August 6, 2024
Tuesday, February 20, 2024	Tuesday, August 20, 2024
Tuesday, March 19, 2024	Tuesday, September 3, 2024
Tuesday, April 2, 2024	Tuesday, September 17, 2024
Tuesday, April 16, 2024	Tuesday, October 1, 2024
Tuesday, May 7, 2024	Tuesday, October 15, 2024
Tuesday, May 21, 2024	Tuesday, November 19, 2024
Tuesday, June 4, 2024	Tuesday, December 3, 2024
Tuesday, June 18, 2024	Tuesday, December 17, 2024

NO MEETING DUE TO ELECTIONS

Tuesday, March 5, 2024
Tuesday, November 5, 2024

BE IT FURTHER RESOLVED that the Itasca County Board of Commissioners adopts the following schedule for regular session in the year 2024:

Tuesday, January 9, 2024	Tuesday, July 9, 2024
Tuesday, January 23, 2024	Tuesday, July 23, 2024
Tuesday, February 13, 2024	*Wednesday, August 14, 2024
Tuesday, February 27, 2024	Tuesday, August 27, 2024
Tuesday, March 12, 2024	Tuesday, September 10, 2024
Tuesday, March 26, 2024	Tuesday, September 24, 2024
Tuesday, April 9, 2024	Tuesday, October 8, 2024
Tuesday, April 23, 2024	Tuesday, October 22, 2024
Tuesday, May 14, 2024	Tuesday, November 12, 2024
Tuesday, May 28, 2024	Tuesday, November 26, 2024
Tuesday, June 11, 2024	Tuesday, December 10, 2024
Tuesday, June 25, 2024	

*Due to Elections

BE IT FURTHER RESOLVED that the Year 2024 Organizational Meeting will be held on Tuesday, January 2, 2024, at 2:30 PM, pursuant to M.S. 375.07.

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

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 21st day of November 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 21st day of November A.D. 2023.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3351

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: M.N. Technology Representatives

AGENDA ITEM:

M.N. Technology Presentation

BOARD ACTION REQUESTED:

Receive a presentation regarding the M.N. Technology cannabis cultivation operation in Cohasset.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. MN Technology - Quick Community Deck V4
2. CohassetMayorLetter
3. Itasca Sheriffs Letter

RESULT:

INFORMATIONAL - NO ACTION TAKEN



M.N. TECHNOLOGY

COHASSET, MN

A Minnesota Cannabis Cultivation Company

www.MNTechnology.net



The Company

M.N. Technology, LLC (“MN Tech”)

A majority woman-owned company created to elevate the Minnesota adult use cannabis industry by integrating environmental responsibility, community empowerment, and exceptional product quality into the essence of our business.

Community Focused

In alignment with our values, we pledge to give back to the local area and underserved populations through community donations and active support of nonprofit organizations.

License Pursuit

In partnership with experts in the field, we have compiled a competitive strategy, strong local team, suitable location, and projected pro formas in preparation to apply for a Minnesota cultivation license as soon as applications are available.

Broad Experience

Bringing significant experience in local business ownership, local strategic leadership, local community engagement, compliance, cannabis cultivation, and executive administration to our Minnesota cannabis business.



Mission & Vision

*Our **mission** is to cultivate the highest quality, sustainably grown cannabis while nurturing a close relationship with the local community.*

*We **envision** a flourishing community woven together by our unwavering commitment to sustainability, exceptional product quality, meaningful community engagement, and high-paying jobs that help communities thrive.*

COHASSET, MN



Minnesota Cannabis Market Overview



2014

Cannabis legalized for the treatment of nine severe medical conditions

2021

Medical Sales Expanded to include Flower & Edibles

2022

Hemp-derived low-THC food and beverages containing tetrahydrocannabinol became legal

2023

Bill HF100 to legalize adult-use cannabis was passed in May and took effect in August

2024

Office of Cannabis Management plans to draft and release adult-use cannabis regulations

2025

Planned first retail sales



Our Founders



Mandy Nintzel

Chief Executive Officer

- Born and raised in Grand Rapids
- Registered Nurse for 22+ years
- Healthcare administration expertise
- Currently pursuing her MBA
- Amazing attention to detail with the ability to push team members to see a project through to completion
- Negatively impacted by cannabis prohibition laws



Jamielee Maturi

Chief Operations Officer

- Currently the owner/manager of four local businesses in Itasca County
- Leadership, business ownership, and entrepreneurial experience
- Owned/operated Rapid Fitness. Owned/managed Pokegama Lake Resort, and Rapid Nutrition & Coffee Co.
- Deep understanding of team management and overseeing day to day operations



Craig Maturi

VP of Operations

- Local Business Owner
- Natural born entrepreneur
- Ownership experience from construction to real estate development and more—most recently, Maturi Properties
- Investor in cannabis operations in Colorado with a solid understanding of the economics of the cannabis industry



Andy Nintzel

VP of Cultivation

- Highly involved with local nonprofits and organizations
- Background in business ownership and development
- Deep history of sales team leadership
- Cannabis cultivation experience and education
- Specializes in manufacturing products from conception to production through to final distribution



Our Team



Dr. Sean Michaletz

Director of Plant Science

- Holds a PhD in Plant Ecology and Botany
- Assistant Professor at the University of British Columbia
- Extensive background in plant growth specializing in photosynthesis during the life cycle of plants
- Currently cultivating over 500 cannabis plants in a controlled lab at the University



Joe Brinkman

Director of Microbiology

- Senior Technical Advisor and Medical Research Manager
- 20+ years of extensive experience as a Microbiologist in the global medical device manufacturing industry
- Expert in managing clean rooms, laboratory operations, process validation, and regulatory compliance



Dave Nickel

Director of Environmental Operations and Safety

- Environmental Studies degree from University of Minnesota Duluth
- 7+ years as Dir. of Health and Safety for a global sustainability company
- 13+ years serving in environmental consulting for oil and gas industries
- Specialist in environmental compliance and training and risk and waste management



Ronald Saxton

Director of Security and Compliance

- Director of Public Safety in Hill City, MN overseeing the police department and nine officers
- Leads the Medical First Responders (28 people) and the Fire Department (28 members and over 4 million dollars in assets)
- Military Veteran of the Iraq War and Recipient of the Bronze Star and retired a Captain from the Military Police



Our Outside Consultants



**CANNA
ADVISORS®**
BUILDING THE INDUSTRY



**AMERICAN EAGLE
SECURITY SYSTEMS**



**HAWK
CONSTRUCTION**

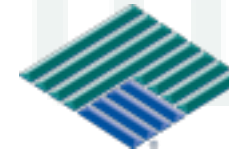
Commercial Building Contractor

DOLAN LAW, LLC

Blunt Strategies



Woodland Bank



**STEARNS
BANK_{N.A.}**

Glorvigen Tierney & Company PLLP



Community Pledge

MN Tech is committed to supporting our community.

In alignment with our values, we pledge to give back a portion of our profits to fund essential community projects, education initiatives, healthcare programs, and environmental conservation.

We commit to donating at least **two percent (2%)** of our Net Profits to local Minnesota, Cohasset, and Itasca community organizations. By partnering with local nonprofits, we aim to multiply the positive impact of our contributions, ensuring a better quality of life for all.

COHASSET, MN



Community Involvement



Itasca County Historical Society
Grand Rapids, Minnesota



ITASCA WATERS
Team Up for Clean Waters



The Community Café

COHASSET, MN



Job Creation Calculations

	Year 1	Year 2	Year 3
Forecast Number of Jobs Created	45**	57**	72**
Total Salaries Forecast	\$ 3,375,000	\$ 4,306,500	\$ 5,617,440
Average Salary (Full-Time)	\$ 75,000*	\$ 76,500*	\$ 78,020*
Minimum Salary (Full-Time)	\$ 42,000*	\$ 42,840*	\$ 44,133*

* All values are estimates and current to business standards, these can change based on growth and inflation

** Number of Jobs is calculated by experience and common business practices which are based on sq footage of flowering space along with employee and leadership needs

*** 150 Local Temporary Jobs during Construction and Startup Phase



Local Economic Impact

	Pre-Operations	Year 1	Year 2	Years 3+
Construction	\$23 M	\$-	\$-	\$-
<i>Economic multiplier</i>	1.7	1.7	1.7	1.7
Sales of Products	\$0 M	\$16 M	\$32 M	\$33 M
<i>Multiplier, agriculture</i>	1.2	1.2	1.2	1.2
Payroll	\$0.5 M	\$3 M	\$4 M	\$5 M
<i>Multiplier, salaries</i>	1.4	1.4	1.4	1.4
TOTAL ECONOMIC ACTIVITY	\$40.3 M	\$23.7 M	\$44.1 M	\$46.7 M

* Multiplier based on industry standards



Business Location and Facility

52 acres in Cohasset Industrial Park

M.N. Technology intends to build a state-of-the-art, environmentally conscious production facility in Cohasset, Minnesota. This facility will be approximately 75,000 square feet and primarily used for the indoor production of cannabis.

The facility will have a flowering canopy of 30,000 square feet—the maximum currently allowed for the full cultivation license type.

The remainder of the space will be used for non-flowering canopy, product quality control, finished product preparation, product curing, packaging, and office space.

The building itself will be a warehouse style with little to no exterior markings indicating the type of business operations happening inside the building aside from an exterior sign and address.



COHASSET, MN



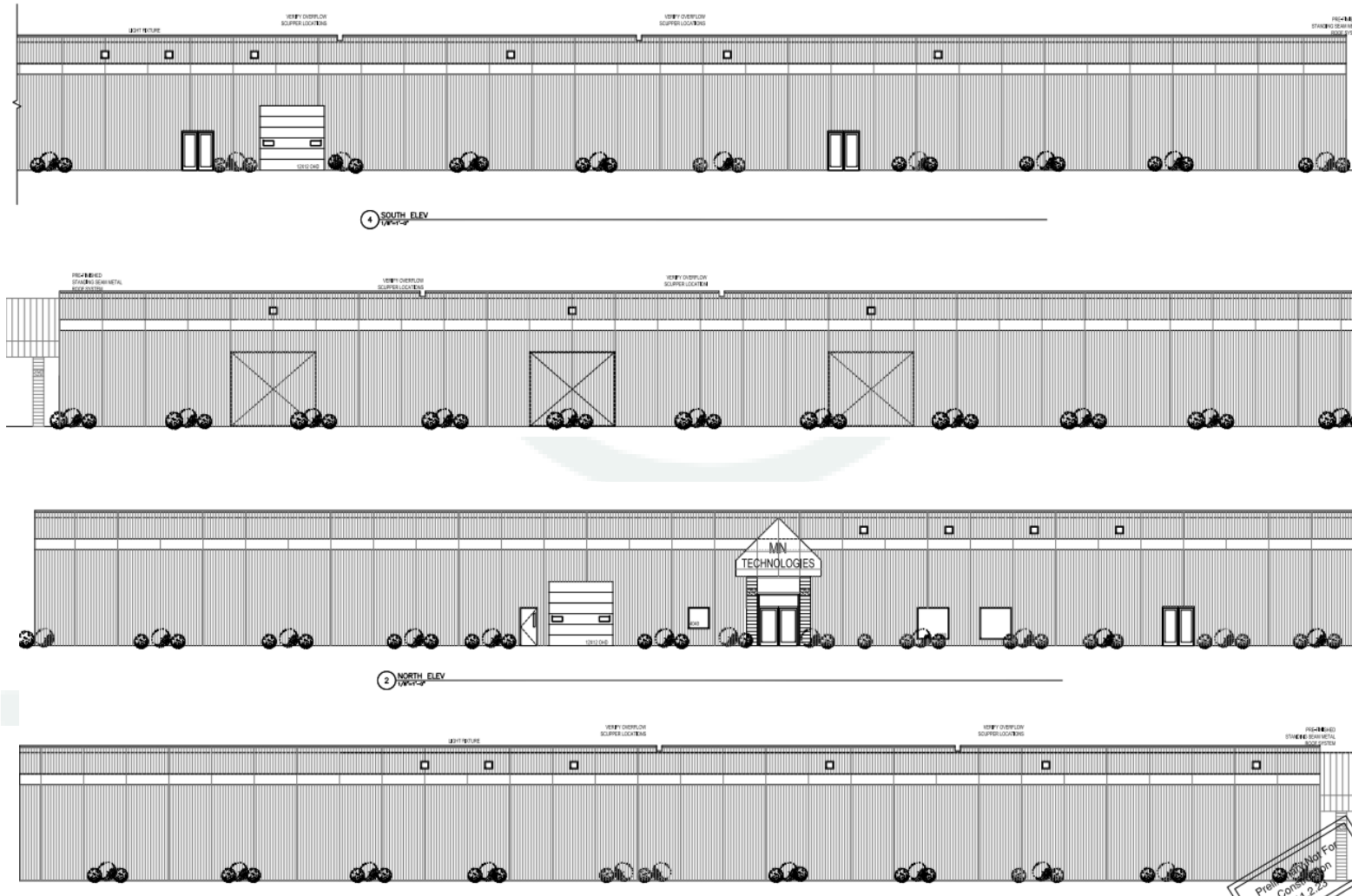
Proposed Facility Design



COHASSET, MN

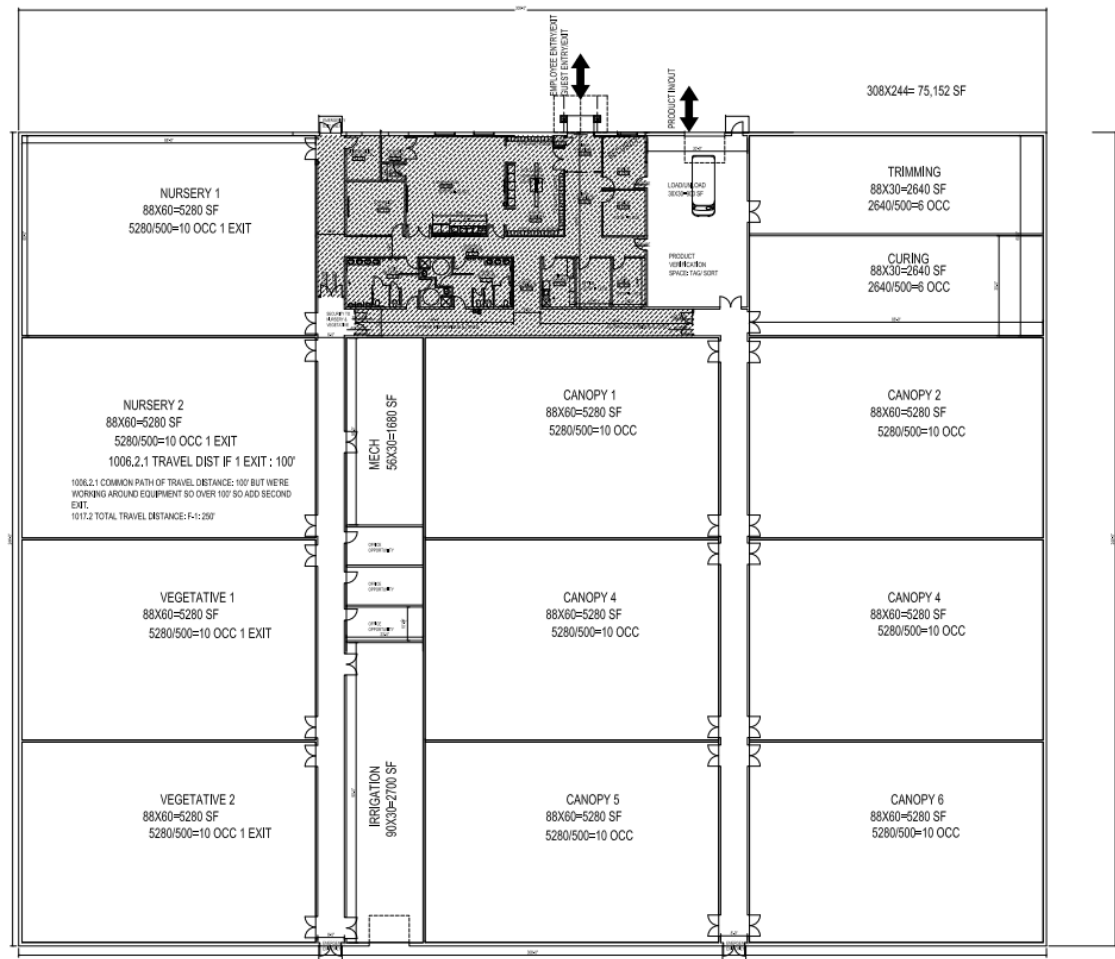
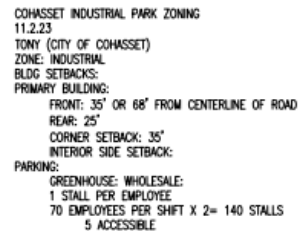


Proposed Facility Design





Proposed Facility Design





Security

- Three Tiered Approach
 - Outer Ring
 - Area outside the immediate building or property.
 - Maintain constant communication with various entities from the Sheriff's Office, Cohasset City Council, Itasca County Board, OCM, MPCA and various other regulatory bodies.
 - "See something say something" approach to employees and visitors coming to the facility or on site. Initial screening when entering building.
 - All visitors/officials will have an initial visit with the Compliance Officer if they noticed anything on there trip in and/or reason for the visit .
 - Compliance Officers will have a security bulletin put out by the Director of Compliance related to latest techniques and/or tactics to reference.

COHASSET, MN



Security

- Three Tiered Approach
 - Middle Ring
 - Area immediately surrounding the building and property.
 - Will contain a fence and controlled access around the entire facility, final designed to be approved by OCM and M.N. Technology.
 - Cameras and Video Recording will be onsite, Cameras will exist but the exact location and how many will be determined by the OCM and M.N. Technology, Exact company/cameras ability/locations/technology can be obtained if a need to know is determined.
 - 24 Hour Onsite Security Officers will be staffed by Compliance Officer, exact number will be determined by staffing and OCM.

COHASSET, MN



Security

- Three Tiered Approach

- Inner Ring

- Area includes inside the building
 - Employees will be required to attend new hire orientation before access will be given to the property.
 - Employees will be given their own badge along with a security pin, that way if badges are lost access still cannot be obtained, these will change based on the Direction of Compliance.
 - Compliance Officers will consist of retired police and military members
 - Visitors and Government Officials will still go through an abbreviated onsite pre meeting to stay within compliance with the OCM rules and M.N. Technologies policies.

COHASSET, MN



Compliance

- The OCM is in the process of developing regulations and compliance rules.
- Seed to sale software (We will not be selling direct to consumers), will be used for tracking purposes, this software tracks all movement of plants and product along with timestamps accordingly via NFC scan technology (very similar to tap to pay), even internal movements from room to room.
- OCM reporting will exist unsure what capacity right now, but we will work within the rules and guidelines set forth.
- Product will also be scanned out to the transport company, they will have to follow the same stringent rules set by OCM to obtain a transport license.



Thank You

Please reach out to our Team, by phone or email below, for inquiries and further information:

Mandy Nintzel	Jamielee Maturi	Craig Maturi	Andy Nintzel	Ronald Saxton
(612) 998-8365	(218) 256-9556	(218) 301-6567	(612) 998-8368	(612) 986-9826
mandy@mntechnology.net	Jamielee@mntechnology.net	Craig@mntechnology.net	Andy@mntechnology.net	ron@mntechnology.net
President/CEO	President/COO	Vice President of Business Operations	Vice President of Cultivation Operations	Director of Compliance and Security

* Emails to management@mntechnology.net will reach the entire team



October 24, 2023

Mandy Nintzel, CEO
M.N. Technology LLC
865 Bear Ridge Drive
Cohasset, MN 55721

Dear Mandy,

I am writing this letter in support of M.N. Technology's development and permit application with the Minnesota Office of Cannabis Management.

Cohasset has been working closely with M.N. Technology to bring a 75,000 sq ft bulk cannabis production facility to reality. M.N. Technology intends to employ local architects, general contractors, sub-contractors, suppliers, accountants, legal counsel and other business partners for the construction of their cultivation facility. In addition, M.N. Technology intends to be an engaged community member sponsoring local teams and events, clubs and organizations, donating 2% of net profits annually to non-profit organizations within Cohasset.

The City of Cohasset is a rural, energy transition community with a population of 2807. The City is committed to supported business and economic development in our region. Economic growth allows Cohasset the capability to maintain a vibrant community while facing the significant challenges of small town America.

Minnesota 100 percent clean energy legislation has significant impacts in the small town of Cohasset. Home to the MN Power Bowell coal fired power plant, Cohasset is at the heart of energy transition. As these facilities are eliminated, so are jobs, tax base and community vitality. Cohasset is navigating this energy transition and the stakes are significant. Projects like M.N. Technology are critical pieces of the energy transition response for the community of Cohasset.

Cohasset will continue to support economic development opportunities including the M.N. Technology project.

Sincerely,

Mayor Andy MacDonell



Itasca County Sheriff's Office

JOE DASOVICH, SHERIFF

August 30, 2023

To whom it may concern:

On 08/21/2023, I met with Ronald Saxton, the Chief Compliance Officer for MN Technologies based out of Grand Rapids, MN in regard to their proposed Cannabis Cultivating Facility in Cohasset, MN. We reviewed the security protocols, security plan and emergency response, and I support the Physical Security plan. Based on the review, I do not feel that there is anything missing from the plan and that we will partner with the organization to make sure the business is secure based on the standards that are currently being developed by the MN Office of Cannabis Management.

Sincerely,

Sheriff Joe Dasovich
Itasca County



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3350

DEPARTMENT: Sheriff
PRESENTER: Joe Dasovich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
COPS Grants Award Discussion

BOARD ACTION REQUESTED:
COPS Grant Award Discussion

BACKGROUND:

The Itasca County Sheriff's Office has been awarded the US Department of Justice Office of Community Oriented Policing Services (COPS) grant. This program furthers the COPS Office's goal of advancing public safety through community policing by funding additional full- time career law enforcement positions to meet law enforcement agencies' community policing strategies. The Sheriff's Office was awarded a total of \$750,000 to be dispersed over a three-year period to hire 6 full-time law enforcement officers.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Award_Package_FAW-180727 (1)

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	COUNTY OF ITASCA 123 NE 4TH ST
City, State and Zip:	GRAND RAPIDS, MN 55744
Recipient UEI:	NHLFNZ9GKFA8
Project Title: FY23 COPS Hiring Program (CHP)	Award Number: 15JCOPS-23-GG-04804-UHPX
Solicitation Title: FY23 COPS Hiring Program	
Federal Award Amount: \$750,000.00	Federal Award Date: 11/2/23
Awarding Agency:	Office of Community Oriented Policing Services
Funding Instrument Type:	Grant
Opportunity Category: D Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/28
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/28
Project Description: The purpose of the COPS Hiring Program (CHP) program is to advance the practice of community policing through the hire or rehire of additional career law enforcement officers. Funding under this award program will be utilized by local law enforcement agencies to hire and rehire career law enforcement officers necessary to increase the jurisdiction's community policing capacity to prevent and disrupt crime and violence.	

Award Letter

November 2, 2023

Dear Joe Dasovich,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by COUNTY OF ITASCA for an award under the funding opportunity entitled 2023 FY23 COPS Hiring Program. The approved award amount is \$750,000. Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS

COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department

are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
COUNTY OF ITASCA

UEI
NHLFNZ9GKFA8

ORI Number

Street 1
123 NE 4TH ST

Street 2

City
GRAND RAPIDS

State/U.S. Territory
Minnesota

Zip/Postal Code
55744

Country
United States

County/Parish

Province

Award Details

Federal Award Date
11/2/23

Award Type
Initial

Award Number
15JCOPS-23-GG-04804-UHPX

Supplement Number
00

Federal Award Amount
\$750,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants
Statutory Authority	
The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq.	
☒ I have read and understand the information presented in this section of the Federal Award Instrument.	
Project Information	
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.	
Solicitation Title	Awarding Agency
2023 FY23 COPS Hiring Program	COPS
Application Number	
GRANT13869605	
Grant Manager Name	
WANDA SEAWRIGHT	
Phone Number	
202-305-5687	
E-mail Address	
WANDA.SEAWRIGHT@USDOJ.GOV	
Project Title	
FY23 COPS Hiring Program (CHP)	
Performance Period Start Date	Performance Period End Date
10/01/2023	09/30/2028
Budget Period Start Date	Budget Period End Date
10/01/2023	09/30/2028
Project Description	
The purpose of the COPS Hiring Program (CHP) program is to advance the practice of community policing through the hire or rehire of additional career law enforcement officers. Funding under this award program will be utilized by local law enforcement agencies to hire and rehire career law enforcement officers necessary to increase the jurisdiction's community policing capacity to prevent and disrupt crime and violence.	
☒	

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/14/23 2:13 PM

Comments				
No items				
Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	\$1,919,939	\$1	\$1,919,940	
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	
Travel:	\$0	\$0	\$0	
Equipment:	\$0	\$0	\$0	
Supplies:	\$0	\$0	\$0	
SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$0	\$0	\$0	
Other Costs:	\$0	\$0	\$0	
Total Direct Costs:	\$1,919,939	\$1	\$1,919,940	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$1,919,939	\$1	\$1,919,940	
Federal Funds:	\$750,000	\$0	\$750,000	39.06%
Match Amount:	\$1,169,940	\$0	\$1,169,940	60.94%
Program Income:	\$0	\$0	\$0	0.00%

Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

☒

I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

☒

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

- I. Reporting Subawards and Executive Compensation
 - a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

2

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2023, Public Law 117-328, Division E, Title VII, Section 742.

3

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the requirements in 2 C.F.R. § 175.15(b) – Award Term:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by DOJ at 2 C.F.R. Part 2867.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
- (2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
- (3) When the recipient agrees to the termination and termination conditions.
- (4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
- (5) Pursuant to any other termination provisions included in the award.

2. C.F.R. § 200.340.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2023 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

8

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

9

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

10

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

11

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

12

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

13

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

14

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

17

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

18

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

19

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

20

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty,

reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

21

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

24

Background Investigations: Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

25

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The

recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

26

Modifications: Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

27

Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

28

Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

29

School Resource Officer (SRO) Training Requirement: COPS Office-funded SRO(s) are required to complete an SRO 40-hour basic training course from a list of COPS Office approved provider(s). Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40 hour basic training

course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must coordinate with the training provider if they want funds to cover registration and travel costs.

30

Extensions: Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. Extension requests must be received prior to the end date of the award.

31

Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

32

Community Policing: Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.

33

Career Law Enforcement Officer: Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time "career law enforcement officers" for 36 months. The COPS Office's statute defines a "career law enforcement officer" as "a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws." 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become "career law enforcement officers" if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a "village public safety officer" defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670." Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

34

Memorandum of Understanding Requirement (for School Resource Officers only)

Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and

the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter.

- Your agency's MOU must contain the following information?

- o The purpose of the MOU

- o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety

- o Information sharing

- o Supervision responsibility and chain of command for the SRO

- o Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets. Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

35

Allowable Costs Condition: The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is \$125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

36

Advancing Department of Justice Priority Problem Focus Areas: This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their 2021 COPS Hiring Program (CHP) application:

- Building Legitimacy and Trust
- Violent Crime/Gun Violence
- Combatting Hate and Domestic Extremism
- Police-based Response to Persons in Crisis

Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application?

Your agency will address its specific priority crime problem throughout the entire CHP award period?

Your agency will implement any organizational changes identified in its CHP award application;

Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

COPS Director

Name of Approving Official

HUGH CLEMENTS

Signed Date And Time

9/22/23 3:05 PM

Authorized Representative

Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official

Sheriff

Name of Authorized Entity Official

Joe Dasovich

Signed Date And Time

11/7/2023 9:14 AM

Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official

Administrator

Name of Authorized Entity Official

Brett Skyles

Signed Date And Time

11/7/2023 8:04 PM



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3360

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

2024 ECPN Application

BOARD ACTION REQUESTED:

Authorize County Administrator Brett Skyles to sign the 2024 Equitable Cost-Sharing for Publicly Owned Nursing Facilities (ECPN) Application in the amount of \$182,099.39.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2024 ECPN Application
2. 2024 ECPN Application FULLY EXECUTED

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

Application for Equitable Cost-Sharing for Publicly-Owned Nursing Facilities (ECPN)**Minnesota Statutes, 256R.48 - January 1, 2024 through December 31, 2024****1) Facility**

Legal Name	DBA for Facility (if applicable)	NPI Number
Itasca Nursing Home	Grand Village	1184662793

Address

923 Hale Lake Pointe, Grand Rapids, MN 55744**Administrator of facility**

Name	Email Address	Phone
Maggie Oliverius	maggie.oliverius@fairview.org	(218) 322-4777

Other facility contact

Name	Email Address	Phone
Tara Johnson	Tara.Johnson2@fairview.org	(218) 322-4640

Physical plant owner(s) and percentage ownership

Legal Name & Percentage of Ownership	Email Address
Itasca County 100 %	

Address

123 NE 4th Street, Grand Rapids, MN 55744

Legal Name & Percentage of Ownership	Email Address

Address

Physical plant owner contact(s)

Name	Title	Email Address
Brett Skyles	County Administrator	brett.skyles@co.itasca.mn.us

Address (if different from above)

Phone

Name	Title	Email Address
------	-------	---------------

Address (if different from above)

Phone

2) License holder

☒ Facility

☐ Physical plant owner

License holder contact (if different from above)

Name

Title

Email Address

Address

Phone

3) Election for requested rate increase

Facility requests an increase to the payment rate of \$ 23.27, not to exceed **\$23.27** per resident day.

4) **IMPORTANT** – Person and address where ECPN invoices should be mailed. Please notify David Hill at the email below if this changes.

Entity Name

Contact Person (Name)

Itasca County

Gail Guck

Title

Email Address

Accounting Manager

Gail.Guck@co.itasca.mn.us

Physical Address

Phone

123 NE 4th Street, Grand Rapids, MN 55744

(218) 327-2859

5) Terms and conditions

The undersigned understands and agrees that:

- Participation is through December 31, 2024 unless terminated by either party.
- Application to participate in this program is voluntary and may be terminated with thirty days written notice.
- Commissioner may reduce payment rates under the ECPN program and may terminate the program at any time at the sole discretion of the commissioner.
- The new or increased contributions for the non-federal share of the Medicaid payments are certified to be voluntary and the State is in no way requiring provision of the funding.
- The full benefit of participation in the ECPN program must stay with the nursing facility. The owner agrees to not take any of the benefit away from the facility. **The nursing facility agrees that facility resources will not be used to pay the non-federal share of Medicaid payments to the local government entity or to the State. The owner agrees to not use facility resources to pay the non-federal share of Medicaid payments.**

- The intergovernmental transfer for the increased contribution for the non-federal share of Medicaid payments must be received prior to the payment of the alternate rate.
- During the effective period of this application, owner may reduce participation level one time during the rate year, with at least 30 days written notice before the first day of any month. *If ECPN rates are increased the facility is responsible to notify the private pay residents at least thirty days before the rate change.*
- To continue participation in the ECPN program, the local government entity must either be the facility license holder or owner of the physical plant. Participation in the program will be terminated effective on the first day of the month following a change in status if the local entity is no longer either the facility license holder or owner of the physical plant. On the date of termination, payment rates will be adjusted to the level they would have been if the local government entity had not participated.
- If the amount of owner's obligation changes during participation due to census changes owner shall notify DHS. DHS will adjust amount of agreed upon contribution accordingly.

I certify that the information contained herein is true and accurate to the best of my knowledge, that I accept the Terms and Conditions stated in part 5 of this application and that I am authorized to submit this application on behalf of the owner.

By signing this, Local Governmental Entity agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments

Signature of Local Governmental Entity Representative

Date

Printed Name

Title

By signing this, Nursing Facility agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments

Signature of Nursing Facility Administrator

Date

Printed Name

Title

Return completed form by email or mail to:

dhs.nfrp.costreport@state.mn.us

David C. Hill - Nursing Facility Rates & Policy
Department of Human Services
PO Box 64973
St. Paul, MN 55164-0973



Application for Equitable Cost-Sharing for Publicly-Owned Nursing Facilities (ECPN)
Minnesota Statutes, 256R.48 - January 1, 2024 through December 31, 2024

1) Facility

Legal Name	DBA for Facility (if applicable)	NPI Number
Itasca Nursing Home	Grand Village	1184662793

Address
923 Hale Lake Pointe, Grand Rapids, MN 55744

Administrator of facility

Name	Email Address	Phone
Maggie Oliverius	maggie.oliverius@fairview.org	(218) 322-4777

Other facility contact

Name	Email Address	Phone
Tara Johnson	Tara.Johnson2@fairview.org	(218) 322-4640

Physical plant owner(s) and percentage ownership

Legal Name & Percentage of Ownership	Email Address
Itasca County 100 %	

Address
123 NE 4th Street, Grand Rapids, MN 55744

Legal Name & Percentage of Ownership	Email Address

Address

Physical plant owner contact(s)

Name	Title	Email Address
Brett Skyles	County Administrator	brett.skyles@co.itasca.mn.us

Address (if different from above)	Phone

Name	Title	Email Address

Address (if different from above)	Phone

2) License holder



Facility



Physical plant owner

License holder contact (if different from above)

Name

Title

Email Address

Address

Phone

3) Election for requested rate increase

Facility requests an increase to the payment rate of \$ 23.27, not to exceed **\$23.27** per resident day.

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Contact Person (Name)

Itasca County

Gail Guck

Title

Email Address

Accounting Manager

Gail.Guck@co.itasca.mn.us

Physical Address

Phone

123 NE 4th Street, Grand Rapids, MN 55744

(218) 327-2859

5) Terms and conditions

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- Commissioner may reduce payment rates under the ECPN program and may terminate the program at any time at the sole discretion of the commissioner.
- The new or increased contributions for the non-federal share of the Medicaid payments are certified to be voluntary and the State is in no way requiring provision of the funding.
- The full benefit of participation in the ECPN program must stay with the nursing facility. The owner agrees to not take any of the benefit away from the facility. **The nursing facility agrees that facility resources will not be used to pay the non-federal share of Medicaid payments to the local government entity or to the State. The owner agrees to not use facility resources to pay the non-federal share of Medicaid payments.**

- The intergovernmental transfer for the increased contribution for the non-federal share of Medicaid payments must be received prior to the payment of the alternate rate.
- During the effective period of this application, owner may reduce participation level one time during the rate year, with at least 30 days written notice before the first day of any month. *If ECPN rates are increased the facility is responsible to notify the private pay residents at least thirty days before the rate change.*
- To continue participation in the ECPN program, the local government entity must either be the facility license holder or owner of the physical plant. Participation in the program will be terminated effective on the first day of the month following a change in status if the local entity is no longer either the facility license holder or owner of the physical plant. On the date of termination, payment rates will be adjusted to the level they would have been if the local government entity had not participated.
- If the amount of owner's obligation changes during participation due to census changes owner shall notify DHS. DHS will adjust amount of agreed upon contribution accordingly.

I certify that the information contained herein is true and accurate to the best of my knowledge, that I accept the Terms and Conditions stated in part 5 of this application and that I am authorized to submit this application on behalf of the owner.

By signing this, Local Governmental Entity agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments

Signature of Local Governmental Entity Representative

Brett Sybs
Printed Name
[Signature]

Date

10/21/2023
Title
County Administrator

By signing this, Nursing Facility agrees that the Nursing Facility will not reimburse to the Local Governmental Entity the non-federal portion of Medicaid Payments

Signature of Nursing Facility Administrator

Maggie Oliveris
Printed Name
[Signature]

Date

11/21/2023
Title
Administrator

Return completed form by email or mail to:

dhs.nfrp.costreport@state.mn.us

David C. Hill - Nursing Facility Rates & Policy
Department of Human Services
PO Box 64973
St. Paul, MN 55164-0973



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3348

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles, Janet Borth

AGENDA ITEM:

2022-2024 Collective Bargaining Agreement - LELS Deputy Sheriff/Road Deputy Unit

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Approving the Arbitration Award Covering the Collective Bargaining Agreement Between the County of Itasca and Law Enforcement Labor Services, Inc. Representing the Road Deputy and Sergeant Unit for the Calendar Years 2022, 2023 and 2024 and authorize necessary signatures to execute the contract for the collective bargaining agreement between Itasca County and Law Enforcement Labor Services, Inc. representing the Road Deputy and Sergeant Unit for the calendar years 2022, 2023 and 2024.

BACKGROUND:

The County received the October 9, 2023, interest arbitration award covering the Road Deputy bargaining unit. The award was clarified on October 18, 2023 to correct a mistaken reference. The final contract language has been reviewed and approved by the labor group. The arbitration award is binding on the parties. Documentation regarding the Interest Arbitration Opinion and Award are attached.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. itasca county board memo on deputy interest award 2022-2024(4191861.1)
2. Itasca County and LELS Interest award deputies 2022-2024(4191865.1)
3. itasca county road deputy 2022-2024 collective bargaining agreement language changes after arbitration award(4191964.2)

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, November 21, 2023

RESOLUTION 2023-47

RE: APPROVING THE ARBITRATION AWARD COVERING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE COUNTY OF ITASCA AND LAW ENFORCEMENT LABOR SERVICES, INC. REPRESENTING THE ROAD DEPUTY AND SERGEANT UNIT FOR THE CALENDAR YEARS 2022, 2023 AND 2024

WHEREAS, representatives of Itasca County and representatives of Law Enforcement Labor Services, Inc. presented unresolved issues to an arbitrator as required by Minn. Stat. Sec. 179A; and,

WHEREAS, the attached document summarizes the arbitration award between the parties; and

WHEREAS, the arbitration award is binding on the parties;

NOW THEREFORE BE IT RESOLVED, that the County Board approves the arbitration award and that the representatives for the County are authorized and directed to prepare contract documents incorporating this arbitration award and prior agreement of the parties and further, the appropriate County officials and representatives are authorized and directed to execute the original contract(s).

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

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 21st day of November 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 21st day of November A.D. 2023.

Administrator

To: Itasca County Board of Commissioners
From: Scott Lepak, Chief Labor Negotiator
Date: October 18, 2023
Re: Road Deputy Arbitration Award

The County received the October 9, 2023 interest arbitration award covering the Road Deputy bargaining unit. The award was clarified on October 18, 2023 to correct a mistaken reference. This arbitration award is the result of the impasse in negotiations to replace the prior collective bargaining agreement that expired by its terms on December 31, 2021. There were 25 individuals in the bargaining unit at the time of the hearing.

The interest arbitration addressed the following issues, the summarized positions of the parties and their resolution by the arbitrator:

LANGUAGE ISSUES

1) INDIVIDUAL RIGHTS

County's position. No change to existing language.

Union's position. Remove existing language that says "the Union shall, upon request of the Employer, give evidence to the Employer that the membership in the Union constitutes a majority of employees in the unit as described in the Articles herein titled "Recognition" and "Pay Plan".

Arbitrator's award. The arbitrator awarded the Union's position.

Arbitrator's rationale: The language at issue is a limitation on Union rights not contemplated by the Minnesota public sector labor law and extends the rights of the Employer into the exclusive territory of the employees and Union.

2) SICK LEAVE

County's position: No change to existing language.

Union's position: Add language referencing statute on areas where sick leave may be used and add adult children and stepparents to list of family for purposes of sick leave use.

EXPERIENCE | TRUST | RESULTS

Charles M. Seykora
Beverly K. Dodge
James D. Hoeft
Joan M. Quade *
John T. Buchman *
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James S. Robbins *

Senior Counsel
Joel T. LeVahn
Of Counsel
James H. Wills *
Scott M. Hagel
Robert A. LaFleur
* Also Licensed
In Wisconsin

The arbitrator awarded the County's position.

Arbitrator's rationale: The existing language in the union contract does not prevent any person from exercising statutory rights. There is no need to change the current language and the language was a product of negotiations

3) DISCIPLINE

County's position: Do not add language where none exists.

Union's position: Add language to create a separate Discipline article requiring that discipline be for just cause only, identifying 5 types of discipline, and providing that discipline shall be read and acknowledged by signature of the employee and the employee should receive a copy of the discipline.

The arbitrator awarded the County's position.

Arbitrator's rationale: This is an area that would be best served by reaching a voluntary agreement through negotiations.

WAGE ISSUES

4) WAGES – GENERAL ADJUSTMENTS 2022, 2023 and 2024

County's position: Two percent (2%) for 2022, two percent (2%) for 2023 and two and sixty-five hundredth percent (2.65%) for 2024

Union's position: Three percent (3%) for 2022, three percent (3%) for 2023 and three percent (3%) for 2024.

Arbitrator's award: The arbitrator awarded the County's position.

Arbitrator's rationale: The County's position is the same as that negotiated with the other settled bargaining units on the County's pay plan. The County also has a difficult economic outlook and no clear future opportunity to expand the County's tax base.

5) WAGES – MARKET ADJUSTMENTS 2022, 2023 and 2024

County's position: The County did not propose any market increase.

Union's position: The Union proposed a three percent (3%) market increase for each year.

Arbitrator's award: The arbitrator did not award either the County or Union position. Rather the arbitrator awarded a one percent (1%) market adjustment for each year 2022, 2023 and 2024.

Arbitrator's rationale: The arbitrator noted that the market for law enforcement officers is extremely tight with fewer individuals participating in training programs and seeking employment in law enforcement. As a result, wages increases are the method by which communities are attracting candidates. In reviewing external market data, the County proposal of no market adjustments would move the top deputy wage from \$.17/hour above average to \$2.11/hour below the average. In 2021 the inflation rate was 5.15% and in 2022 it was 8%. While it has cooled, the external market appears to have responded to this inflationary pressure. External comparables and inflation support the market adjustment that was awarded.

I have attached a copy of the award in the event that you would like to review it. In addition, the parties reached agreement on a number of other changes. Those changes are also attached to this memo.

Pursuant to state law, any party has the right to appeal the arbitration award within 90 days after the award is delivered. This right to appeal is limited to a narrow number of situations such as where: 1) the award was procured by corruption, fraud or other undue means; 2) there was evident partiality by the arbitrator or misconduct prejudicing the rights of any party; 3) the arbitrator exceeded his powers; 4) the arbitrator refused to postpone the hearing upon sufficient cause, refused to hear material evidence or otherwise conducted the hearing as to prejudice the rights of any party; or 5) there was no agreement to arbitrate (in this case, arbitration is required by statute if requested by the union). I have reviewed the award and it is my opinion that there are no valid grounds for appeal by the County or the Union.

The law requires that a contract implementing the award be approved by the County Board. I have attached a resolution approving the terms of the arbitration award.

4191861v1

In re the Arbitration Between:

BMS 23-PN-0934

Itasca County, Grand Rapids, MN,

Employer,

and

**INTEREST ARBITRATION
OPINION AND AWARD**

Law Enforcement Labor Services, Inc,
Brooklyn Center, MN,

Union.

Pursuant to **Minnesota Statutes Section 179A.16, subd. 2** and **Minn. R.**

5510.2930 the Bureau of Mediation Services certified the following issues to
arbitration by written notice dated May 17, 2023:

ISSUE ONE – **Article 5.1** – *Individual Rights – What should the language of Article
5.1 be?*

ISSUE TWO – **Article 12.2** – *Sick Leave – What should the language of Article 12.2
be?*

ISSUE THREE – **Article 18.1** – *Pay Plan -- What, if any, should the amount of
general increase be for 2022?*

ISSUE FOUR – **Article 18.1** – *Pay Plan -- What, if any, should the amount of
general increase be for 2023?*

ISSUE FIVE – Article 18.1 – Pay Plan -- *What, if any, should the amount of general increase be for 2024?*

ISSUE SIX – Article 18.1 – Pay Plan – *What, if any, should the amount of a market increase be for 2022?*

ISSUE SEVEN – Article 18.1 – Pay Plan – *What, if any, should the amount of a market increase be for 2023?*

ISSUE EIGHT -- Article 18.1 – Pay Plan – *What, if any, should the amount of a market increase be for 2024?*

ISSUE NINE – New Article – *What, if any, should the language about Discipline be?*

- The arbitration hearing was conducted on September 14, 2023, in Grand Rapids, Minnesota.
- Closing Briefs were submitted by e-mail correspondence on September 29, 2023 and the record was closed.

APPEARANCES:

FOR THE EMPLOYER

Scott Lepak, Esq.
Barna, Guzy & Steffen, Ltd.
200 Coon Rapids Blvd., Suite 400

FOR THE UNION

Renee Zachman, Esq.
Law Enforcement Labor Services, Inc.
2700 Freeway Blvd., Suite 700

ISSUE ONE – **Article 5.1** – *Individual Rights* – *What should the language of Article 5.1 be?*

Article 5, Section 1 currently provides:

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

Union Position: The Union Proposes the elimination of the second sentence of section 5.1, which is underlined above.

Union’s Argument: The position has a rational basis in that the language provides a mechanism for the Employer to force the Union to prove it has the support of most employees at any given time. The provision effectively intrudes on the rights of employees and the Union. Employees may challenge whether a Union has the support of most employees and may compel decertification or change representation. However, the formation, existence, and administration of a Union

is simply outside the Employer's scope of operations. The Union argues that the language is an open invitation for the Employer to engage in unfair labor practices, if the Employer may at any time challenge whether the Union enjoys majority support and thereby interfere with the administration or operation of the Union.

Employer Position: The Employer proposes no change in the current language.

Employer's Argument: The Union has the burden of establishing a need to change existing contract language. The present language was negotiated between the parties at least as early as 2013. There has never been a grievance or controversy associated with the language. No problem has arisen in ten (10) years. Hence, there is no imminent need to revise the provision. Moreover, the Union has not proposed a trade to obtain the change. In negotiations, the primary method of achieving gains is through tradeoffs. In this case, the Union offers no quid pro quo.

OPINION:

Encouraging changes in bargained language through negotiation is preferred by arbitrators. However, the specific language of **Article 5.1** represents a limitation on Union rights and an increase in Employer rights not contemplated by the governing legislation. In this instance, a new bargaining agent asserts that

the concession made by the prior bargaining agent conceded territory to the Employer that diminished Union protections established by statute.

The Arbitrator acknowledges that the provision has not resulted in controversy for a period of at least ten (10) years. However, the plain language of the existing contract extends the rights of the Employer into the exclusive territory of employees and the Union.

The Union's proposal is adopted.

AWARD:

Article 5, Section 1 shall say:

Section 1. The Union shall, in the responsibility of exclusive representation of employees, represent all employees without discrimination, interference, restraint, or coercion.

ISSUE TWO – **Article 12.2** – *Sick Leave – What should the language of Article 12.2 be?*

The existing contract language is as follows:

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

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

Family member is defined as:

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

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

Union Proposal: At the end of the first paragraph, the union proposes to add "*or injury as required by Minn. Stat. Section 181.9413, including*".

To the definition of family the Union proposes the addition of "*adult*" children and "*stepparents*."

Union argument: The aim of the Union's proposal is to bring existing contract language into conformity with statutory sick leave language found at **Minn. Stat. Section 181.9413 (2023)**. Although the statute will be repealed in 2024 it will be incorporated into a more comprehensive paid sick and safe leave act. Currently **Minn. Stat. Section 181.9413** does not require the use of leave for an employee's illness or injury or that of a family member to be paid leave.

In both **Minn. Stat. Section 181.9413** and the statute that will effectively replace **Section 181.9413** the list of family members for which sick leave can be used includes adult children and stepparents. Also, illness and injury are eligible uses of sick leave.

The Union concedes that referencing **Minn. Stat. Section 181.9413** is not necessary to achieve the overall purpose of the proposal. On the other hand, the exclusion of two classifications of family members is not justified. The Employer makes no compelling argument for excluding the two classifications of family members.

Employer Proposal: The Employer proposes no amendment or change in the existing contract language.

Employer Argument: The existing contract language does not need to be in conformance with the statute. It is not necessary to add the provision to the

collective bargaining agreement, because it is a statutory provision. Parties can not bargain around the laws. Also, the statute cited by the Union is repealed on January 1, 2024. Hence, the provision will become obsolete in four (4) months. The Union wants to add adult children and stepparents to the list of family members. Under existing state law (for the next four months) sick leave for individuals that are adult children and stepparents is limited to 160 hours in any 12-month period. The current contractual provisions have unlimited use provisions. The contract benefit should not be extended beyond what has been bargained.

The provision found in the existing contract is the same as the language found in ten (10) other collective bargaining agreements between the County and Unions. Only one collective bargaining agreement (with Probation Officers) deviates from the internal language pattern. Internal equity is desirable in this situation and there is no compelling reason to deviate from the internal norm.

OPINION: The existing contract language does not prevent any person otherwise protected by statute from benefiting from statutory protections. In this case one statute is being repealed, and another replaces it during the term of the collective bargaining agreement. The Union did not establish a “need” to change the current language in this instance.

The current statute may offer a lesser benefit to some classifications of family members than the benefit offered to some classifications of family members under the collective bargaining agreement. However, the benefits offered under the collective bargaining agreement were the product of negotiations, and the arbitrator should not adjust the benefit.

AWARD:

Article 12.2 of the collective bargaining agreement shall remain the same as in the current collective bargaining agreement.

ISSUE THREE – **Article 18.1** – *Pay Plan -- What, if any, should the amount of general increase be for 2022?*

Union Proposal: The Union proposes a general wage increase for 2022 of 3%.

Employer Proposal: The Employer proposes a general wage increase for 2022 of 2%.

ISSUE FOUR – **Article 18.1** – *Pay Plan -- What, if any, should the amount of general increase be for 2023?*

Union Proposal: The Union proposes a general wage increase for 2023 of 3%.

Employer Proposal: The Employer proposes a general wage increase for 2023 of 2%.

ISSUE FIVE – Article 18.1 – Pay Plan -- *What, if any, should the amount of general increase be for 2024?*

Union Proposal: The Union proposes a general wage increase for 2024 of 3%.

Employer Proposal: The Employer proposes a general increase for 2024 of 2.65%.

ISSUE SIX – Article 18.1 – Pay Plan – *What, if any, should the amount of a market increase be for 2022?*

Union Proposal: The Union proposes a market increase of 3% for 2022.

Employer Proposal: The Employer proposes no market increase for 2022.

ISSUE SEVEN – Article 18.1 – Pay Plan – *What, if any, should the amount of a market increase be for 2023?*

Union Proposal: The Union proposes a market increase of 3% 2023.

Employer Proposal: The Employer proposes no market increase for 2023.

ISSUE EIGHT -- Article 18.1 – Pay Plan – *What, if any, should the amount of a market increase be for 2024?*

Union Proposal: The Union proposes a market increase for 2024 of 3%.

Employer Proposal: The Employer proposes no market increase for 2024.

Union Argument in support of proposed wage increases Issues 3, 4, 5, 6, 7, and

8:

The focus of the Union's argument is that wages for deputies and sergeants in the Itasca County Sheriff's office have been falling behind wages for similar employees in comparable jurisdictions since at least 2016 and are no longer competitive.

In 2016 the County commissioned a county-wide classification and compensation study. The study used a comparison group that included the following counties: Aitkin, Beltrami, Carlton, Otter Tail, Polk, St. Louis and Winona. The study also used data from the cities of Grand Rapids and Duluth. Data from the State of Minnesota and some private employers was also used in the study.

The position of Deputy Sheriff was one of the benchmark positions used in making comparisons between Itasca County employees and the external market. According to the study, overall County wages were 2.9% greater than the 50th percentile of market wages. Relying on the comparison group used in the 2016 study, the Union submits that the Itasca County Patrol Deputy's top wage was 3.05% above the average top patrol wage within the comparison group in 2014. If the County's wage proposal is adopted, the Itasca County Patrol Deputy's top wage will fall in market position to 12.77% below the average within the

comparison group. Over ten (10) years, the Itasca County top wage for Patrol Deputies has fallen by 15.82% within the wage study group.

In every year except 2019, the top wage for Itasca County Deputies has lagged behind the average top wage within the study group. In 2016 the average top wage growth in the study group was 3.18% compared with Itasca County's top wage growth of 2.0%. In 2017 the average top wage growth in the study group was 3.07% compared to Itasca County's top wage growth of 2.0%. In 2018 the average top wage growth in the study group was 3.66% compared to Itasca County's top wage growth of 2.0%.

Within the study group, more recent data demonstrates aggressive wage increases that far outpace the Employer's proposed wage hikes. Deputy top wages have grown as follows:

Beltrami County 16.1% from 2022-2024;

Koochiching County's 21.6% from 2022-2024;

St. Louis County 18.3% from 2022 -2024;

Cass County 13% from 2022-2024;

Winona County 17.8% from 2022 -2024;

Polk County 17.2% from 2022-2024;

Otter Tail County 13.2% from 2022 – 2024;

Morrison County 21.1% from 2022-2024;
Goodhue County 32.9% from 2022-2024;
Douglas County 15.4% from 2022-2024;
Crow Wing County 25.8% from 2022 -2024;
Chisago County 18.9% from 2022-2024;
City of Grand Rapids 15.1% from 2022-2024;
City of Duluth 12% between 2022-2023.

Outliers to the trend are Kandiyohi County, with 2% wage growth in 2022 and 2023, and Carlton County, with wage growth of 3% and 2.8% in 2023.

There are twelve bargaining units in Itasca County of which eight have settled for general wage increases of 2.0% in 2022, 2.0% in 2023 and 2.65% in 2024. Half of the bargaining units that have settled are comprised of non-essential groups. AFSCME represents the three (3) largest employee groups with a membership of approximately three hundred (300). AFSCME also represents Dispatchers, a group of essential employees. The AFSCME wage settlements were all negotiated by the same representative.

The Union argues that the internal wage settlements are not uniform in that many essential employees have not settled and employee groups that changed representation in 2022 are the bargaining units that have not settled.

With two non-union positions, the County has settled for general wage increases for 2023 of 4.5% for the County Recorder and 5.5% for the County Attorney.

The Itasca Deputies are under-compensated relative to their peers in other counties to such a degree that external wage comparisons should be given greater weight than the incomplete internal wage pattern. Based upon the Employer's wage proposal, which relies upon the incomplete pattern of internal wage settlements, fifteen (15) comparable agencies will offer top deputy wages higher than Itasca County, and only two comparable agencies will offer top deputy wages lower than Itasca County.

While cost of living increases have not been a major factor in establishing wages through bargaining, Itasca County employees will have far less purchasing power under the Employer's proposal due to inflation rates that have not been faced in over 40 years (since 1982). Regional CPU data for the Midwest from January 2021 to January 2022 shows an increase of 7.9%, and from January 2022 through January 2023, the increase was 6.0%. The Employer is proposing wage increases that will not allow bargaining unit members to contend with recent inflation.

Agencies are finding that fewer qualified officers are available for existing positions and new positions in law enforcement. There simply are not enough

officers to go around. Fewer people enrolled in law enforcement education programs in Minnesota between 2014 and 2021. The Police Officer Standard and training Board (POST) gave 1,116 exams in 2012 and only 791 in 2022. Moreover, the number of licenses activated increased from 387 in 2012 to 706 in 2021. In 2012 only 34.6% of exam takers were hired by law enforcement agencies, while in 2021, 89.2% of exam takers were hired and became POST-licensed.

Itasca County has experienced a similar drop in candidates seeking employment with the Sheriff's Office. In 2019, 27 candidates went through the hiring process, and 14 chose to test. In 2023, only 13 candidates sought employment, and 10 candidates tested. Currently, the County is down two (2) full-time deputy positions, and additional positions will need to be added to the Sheriff's department. The Sheriff's department could pull candidates from smaller cities within the County, but by depleting the workforce available to small cities within the County, the work of the Sheriff's department will increase significantly because the Sheriff's department has a statutory duty to provide law enforcement services to areas of the County where police coverage has been depleted.

In the first six months of 2023 Sheriff's deputies worked 6,016 overtime hours as compared with 7,404 overtime hours in the entire year of 2021. The wage structure for Itasca County is not helping recruitment efforts.

Itasca County is not arguing an inability to pay but does point out a number of factors that make a large wage increase problematic. Nevertheless, the County, which had a 0% levy increase over the last several years, has experienced property value increases that have had a positive impact on revenues.

There is no problem with Pay-Equity compliance, despite the fact that the two (2) classifications represented by LELS in this arbitration are male-dominated classes. The County has an underpayment ratio of 121.26% and would have to have an underpayment ratio of 80% to be out of compliance. Accepting the Union's proposed wage increase will not move the County out of compliance with the Pay Equity Act. The Union's proposals are appropriate under every standard applicable to interest arbitration.

Employer Argument in support of proposed wage increases Issues 3, 4, 5, 6, 7, and 8:

Itasca county is the 3rd largest county in Minnesota by land area, 2,928 square miles. However, approximately 70% of the land in the county is not under

private ownership. The area comprises water, national forest, tribal land, and tax-forfeited properties.

While the County covers a large area, the population of the County is very small. In 2020 the population was 40,014, a .1% decrease over the 2010 population. In the past fifty (50) years, the population has only grown by 2,136 individuals. There are 16.9 individuals per square mile living in Itasca County, which pales in comparison to 93.8 individuals per square mile in the U.S. and 71.7 individuals per square mile in the State of Minnesota. The lack of population density results in limited residential housing and a small tax base from residential housing.

The median household income in Itasca County in 2021 was \$58,393 as compared to the median household income in Minnesota of \$77,706 and \$69,021 in the U.S. The County is tied for 7th highest unemployment in Minnesota at 4.6%. Additionally, 25.8% of the population is over 65 years of age and 20% are under 18 years of age. The civilian workforce is only 55.8% of the population compared to a civilian workforce of 69.1% in Minnesota and 63.1% in the U.S.

Much of the 300,000 acres of tax-forfeited land in Itasca County was mining and timber industry land lost to the tax rolls between 1900 and 1940.

The County is pursuing a resurrection of the mining industry through the award of mineral leases by the State, but whether positive steps will be taken to encourage the return of mining is uncertain.

The second largest taxpayer in the County is Minnesota Power. The company's coal-fired operations are under pressure from the State, and the 335-megawatt coal-fired plant in Cohasset, a city in Itasca County, is scheduled to be shut down within ten (10) years.

Cuts from the Road and Bridge budget and budget reserves will fund the 2% general wage increase for 2022. The property tax levy was the same in 2022 as in 2021. In 2023 the Employer is proposing a 2% general wage increase and will have to pull the funds from reserves as there was no increase in tax levy.

For 2023 the County did not increase the tax levy but is proposing a 2% general wage increase. It has pulled from reserves to balance the 2023 budget.

The Employer has not finalized the 2024 budget. Based upon the uniformity of general wage adjustments for most of the County's employees, the County is reasonably budgeting for a 2.65% general wage increase.

The Employer contends that the general wage increases it has proposed are consistent with the internal pattern of settlements. Three hundred and thirty-four (334) of the four hundred and ten (410) County employees have settled for the

same general wage increase proposed by the Employer. Stated differently, 81% of the workforce has settled for the same pay plan proposed by the Employer.

The Employer's proposals are consistent with the County's history of giving the same general wage adjustments and no market adjustments for all bargaining units. With regard to pay equity, the Deputies are less than one percent below predicted pay, and the sergeants are approximately 2.2% below predicted pay.

Using the Union's average data from eleven (11) other counties, the Employer's proposal has Itasca County's top wage for Deputies in 2021 at 100.5% of the average in the comparison group; 98.2% of the average for 2022; 97.7% of the average in 2023; and 94.7% of the average in 2024. The Employer contends that its proposed wage increases place the top wage for Deputies around the middle of the comparison group.

Removing Counties that are much larger (Otter Tail and Crow Wing) and much smaller in population from the comparison group (Aitkin, Kanabec and Hubbard), the County's proposed wage increase keeps the top Deputy wages in the mid to upper 90% range for the period covered by the contract as follows: The top wage is 101.2% of the average in 2021; the top wage is 99.2% of the average in 2022; the top wage is 98.7% of the average in 2023, and the top wage is 96.2% of the average in 2024. The Employer's proposal in the small comparison

group also ranks the top wage for Deputies around the middle of the comparison group.

The County argues that wage increases for this bargaining unit outpaced the Consumer price index from 2013 to 2020. The inflationary impact of the pandemic is difficult to gauge, but it appears that the impact has significantly cooled at this point. Inflation rates in 2021 were 5.15 and in 2022 8%, while recent data reflects a 1% price increase over the past 12 months. If inflation is to be considered, it should be considered over a longer period.

Recruitment has not been a significant problem for the Sheriff's office. In 2018 the department had no vacancies. In 2019 one (1) applicant was hired from a applicant group of fourteen (14) applicants; in 2021 two (2) applicants were hired from applicant groups of fifteen (15) and thirteen (13); in 2022 one (1) applicant was hired from a group of six (6) applicants and in 2023 one (1) applicant has been hired from a group of ten (10) applicants. The Employer contends that the bargaining unit of twenty (20) Deputies and four (4) sergeants has not experienced significant turnover that can be attributed to the wage and benefit package. There are fewer applicants for existing positions, but that is a phenomenon shared by the entire profession, not just Itasca County.

The Employer is arguing that internal equity warrants no deviation from the established wage pattern. Moreover, Itasca County is in the midst of a difficult economic situation, which along with the consistency of internal wage settlements, should result in accepting the Employer's wage proposal.

OPINION:

Internal wage settlements are perhaps the most heavily relied upon factor in Minnesota interest decisions. One significant reason for relying heavily upon internal wage comparisons is the fact that employees working for the same employer, while in different roles often work side by side or in proximity and are fully aware of any differences in agreed upon rate of wage increases. Also, there must be pay equity within the work force. Hence, the Employer's argument that the Sheriff's Deputies and Sergeants should receive the same wage increase as other bargaining units have received in settlement is strong.

It is also clear that Itasca County has a difficult economic outlook. Whether mining within the County can be revived is unclear. There is no certain economic boom on the horizon, and there is no clear future opportunity to expand the County's tax base. Over the past several years, there have been no tax levy increases, but reserves have dropped from a level greater than the amount recommended by the State Auditor to an amount closer to the lower level

recommended by the State Auditor. No evidence was presented to address whether the County is at or near maximum taxing capacity.

The Union also strongly argues that the market for licensed law enforcement officers is extremely tight. Fewer individuals have been participating in law enforcement training programs, and fewer people are seeking employment in law enforcement. Despite a shrinking pool of candidates for positions in law enforcement, the need for law enforcement personnel has continued to expand.

Wage increases are clearly the method by which communities are attracting candidates for law enforcement positions. The data presented by the Union supports the proposition that there is a strong upward trend in wages for licensed police officers.

The Employer argued that its wage proposal will keep Itasca County Deputies and Sergeants close to the median wages being paid to Deputies and Sergeants within the Union's comparison group. The Employer also argued that its proposed wage increase keeps Itasca County wages close to the median wages being paid to the comparison group after dropping two larger counties and three smaller counties from the comparison group.

The wage comparisons used by the Employer showed that the Itasca County proposal for top deputy wage in 2021 is \$.17 per hour above the average

top Deputy rate within the comparison group. The Itasca County proposal for top deputy wage in 2022 is \$.48 per hour below the average top Deputy rate within the comparison group. The Itasca County proposal for top Deputy wage in 2023 is \$.86 per hour below the average top Deputy wage rate within the comparison group. By 2024 the Itasca County proposal for top Deputy wage would be \$2.11 below the average top patrol rate within the comparison group. Based upon the wage comparisons used in this arbitration the Employer's proposed wage increases will result in a steady decline in Itasca County wages relative to the average wage within the comparison group.

In 2021 the inflation rate was 5.15%, and in 2022 the inflation rate rose to 8%. The Employer accurately points out that inflation has cooled. However, no provision in the Employer's proposal responds to the inflationary pressure of 2021 and 2022. Comparison data from the Union indicates that other jurisdictions increased wages for law enforcement employees in response to the inflationary pressure. Most of the settlements made by other Unions with the County of Itasca were made in December 2021, January 2022, and February 2022. The parties to this arbitration have the benefit of knowing how high the inflation rate went in 2022. While the inflation rate has cooled, consumer prices were raised in 2021 and 2022, and those increases have not been reversed.

The external wage market appears to have reacted to inflationary pressure and a constricting pool of trained and licensed candidates for law enforcement positions. Consequently, the wage market for law enforcement employees has moved past the level anticipated by Itasca County. The County's proposal is internally consistent and takes into consideration the difficult economic condition of the County but gives no weight to external wage market pressures.

The Union's proposal gives considerable weight to the external wage comparisons but does not give weight to the internal wage settlement pattern. Additionally, the difficult economic condition of the County has been given no weight.

The arbitrator will award a general wage increase that is the same as the general wage increase settlement pattern within the County. Additionally, the external wage comparisons warrant an additional market adjustment of 1% per year.

AWARD ISSUE THREE: Article 18.1- Pay Plan – There shall be a general wage increase of 2% in 2022.

AWARD ISSUE FOUR: Article 18.1- Pay Plan – There shall be a general wage increase of 2% in 2023.

AWARD ISSUE FIVE: Article 18.1- Pay Plan – There shall be a general wage increase of 2.65% in 2024.

AWARD ISSUE SIX: Article 18.1 – Pay Plan – There shall be a market wage increase of 1% in 2022.

AWARD ISSUE SEVEN: Article 18.1 – Pay Plan – There shall be a market wage increase of 1% in 2023.

AWARD ISSUE EIGHT: Article 18.1 – Pay Plan – There shall be a market wage increase of 1% in 2024.

ISSUE NINE – **New Article** – *What, if any, should the language about Discipline be?*

Union Proposal: The Union proposes the following new provision:

Section 1. The Employer will discipline employees for just cause only.

Section 2. Discipline will be in the form of:

- a. Oral Reprimand
- b. Written reprimand
- c. Suspensions without pay
- d. Demotion
- e. Discharge

Section 3. Written reprimands and notices of suspension, demotion, or discharge, which are to become part of the employee's personnel file, shall be read and acknowledged by signature of the employee. The employee shall receive a copy of such notices.

Union Argument:

The Union acknowledges that the proposal is not meant to impact the Employer's right to discharge a probationary employee during his/her first year of employment. Also, **Article 14** clearly establishes that employees awarded a position "for another bargaining unit position in a different classification or pay, shall be subject to a trial period." "If the Employer determines that the employee is not meeting standards of expectations ... [they shall be] re-assigned back to their previous position, and this action shall not be considered disciplinary or a grievable action. The trial period for a transfer or promotion shall be 12 months." The Union contends that if clarification is needed, the following could be added to the disciplinary provision "Employees may be discharged in their initial 12-month probationary period, and this action shall not be grievable."

The Union's proposal is necessary to define what constitutes discipline within the labor agreement's meaning and ensure that the industrial and internal

standard of just cause is the basis for disciplinary action against non-probationary Deputies.

The Union acknowledges the Employer's argument that the just cause standard is required by PELRA but says that just cause is only found under the provision addressing Joint Powers Agreements between government agencies, which does not apply to the parties herein. PELRA does require the parties to provide for compulsory binding arbitration of grievances. If parties are unable to agree on a grievance procedure, the grievance procedure promulgated by the commissioner of BMS shall apply, pursuant to **Minn. Stat. Section 179A.20. subd.**

4.

The grievance procedure at **Minn. R. 5510-5110** through **5510-5190** requires the application of the just cause standard but only "if no contract exists between the exclusive representative and the employer," in which case, a grievance is defined and includes "a dispute or disagreement on the existence of just cause in discipline of an employee or the termination of a non-probationary employee." **Minn. R. 5510.5130.** The Union's proposed language is necessary to ensure all stakeholders are clear that the just cause standard is the one we're working with.

County policy already defines discipline to include reprimand, written reprimand, suspension without pay, and termination and requires just cause. Hence, the Union is not proposing a new, novel, or inventive concept but asking that the status quo be adopted in the collective bargaining agreement. Other labor agreements between the County and unions have just cause provisions, and the just cause provision should be incorporated into this collective bargaining agreement.

Employer Proposal: The Employer does not propose to add any discipline language to the contract.

Employer Argument: The existing labor agreement does not contain a discipline section. Here the Union is attempting to add a provision but has not established a need for the provision. There have been no disputes between the parties over disciplinary standards or the types of discipline that may be imposed since at least 2013. There is no claim that employees covered by the collective bargaining agreement have no mechanism to challenge discipline. In fact, state law requires that all written disciplinary action must be subject to the grievance procedure, with binding arbitration as the final step. There is no imminent need to add the language, and the Union offers no quid pro quo. Finally, there is no standard

language that the Employer and all Unions have adopted. The Union's proposed language should not be added to the collective bargaining agreement.

OPINION:

The parties have not been able to agree upon a grievance procedure. While this arbitrator believes it is important for the parties to establish a grievance procedure in their collective bargaining agreement to address disputes promptly and effectively, this is an area where a negotiated agreement would best serve the parties. Since, by statute, a default procedure exists for instances where the parties cannot agree on a grievance procedure, the arbitrator will not add language to the collective bargaining agreement.

The parties are encouraged to find common ground in this area in their next round of negotiations.

AWARD:

No new discipline language will be added to the collective bargaining agreement.

Dated: October 9, 2023



James A. Lundberg, Arbitrator

AGREEMENT

BETWEEN

COUNTY OF ITASCA



Itasca County
Minnesota

AND

LAW ENFORCEMENT LABOR SERVICES



**Law Enforcement
Labor Services**

Representing:

(DEPUTY SHERIFF/ROAD DEPUTY UNIT)

As of October 18, 2023

JANUARY 1, 2019 – DECEMBER 31, 2021

JANUARY 1, 2022 - DECEMBER 31, 2024

INDEX

ARTICLE 1.	PREAMBLE AND PURPOSE OF AGREEMENT	4
ARTICLE 2.	RECOGNITION	5
ARTICLE 3.	UNION SECURITY	5
ARTICLE 4.	EMPLOYER RIGHTS AND DIVISION OF RESPONSIBILITY ...	6
ARTICLE 5.	INDIVIDUAL RIGHTS	7
ARTICLE 6.	WORK STOPPAGE LIMITATIONS	8
ARTICLE 7.	GRIEVANCE PROCEDURE	8
ARTICLE 8.	HOURS OF WORK – PREMIUM PAY	10
ARTICLE 9.	HOLIDAY PROVISIONS	12
ARTICLE 10.	SHIFT DIFFERENTIAL	14
ARTICLE 11.	VACATIONS	14
ARTICLE 12.	SICK LEAVE	15
ARTICLE 13.	LEAVE BENEFITS AND WORKER’S COMPENSATION BENEFITS	17
ARTICLE 14.	SENIORITY	17
ARTICLE 15.	CLOTHING ALLOWANCE	20
ARTICLE 16.	ELECTION DAYS	20
ARTICLE 17.	MILITARY RESERVE TRAINING	20
ARTICLE 18.	PAY PLAN	20
ARTICLE 19.	GROUP INSURANCE PROGRAM	21
ARTICLE 20.	ADMINISTRATIVE REQUIREMENTS	26
~~ARTICLE 21.~~	~~PRORATION OF BENEFITS~~	~~27~~
ARTICLE 22 ¹ .	LEAVES OF ABSENCE	27
ARTICLE 23 ² .	DRUG AND ALCOHOL TESTING	28
ARTICLE 24 ³ .	TRAINING TIME	29
ARTICLE 25 ⁴ .	MILITARY LEAVE POOL	29
~~ARTICLE 26.~~	~~FUTURE BUDGET BALANCING MEASURE~~	~~31~~
ARTICLE 27 ⁵ .	SEPARABILITY	32
ARTICLE 28 ⁶ .	TERM OF AGREEMENT	32
ADDENDUM A	PAY PLAN	34
ADDENDUM B	RETIREE INSURANCE	35

This agreement dated the first day of January, 2019 2022, entered into between the County of Itasca, hereinafter referred to as the Employer, and Local Union No. 493 of Law Enforcement Labor Services, hereinafter referred to as the Union.

ARTICLE 1. PREAMBLE AND PURPOSE OF AGREEMENT

Section 1. This memorandum of understanding, hereinafter referred to as the Agreement, is entered into between the County of Itasca, hereinafter called the Employer, and Local No. 493 of Law Enforcement Labor Services, hereinafter called the Union. The intent and purpose of this Agreement is to:

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

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

ARTICLE 2. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative as certified by the Bureau of Mediation Services, BMS Case No. 22PRE0454, for a bargaining unit composed of all employees in the Sheriff's Department that are Deputy Sheriff/Road Deputy employees;

All essential employees of the Itasca County Sheriff's Department, Grand Rapids, Minnesota, employed in the classification of Road Deputy, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and all other employees.

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

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

Section 4. The Employer and Union acknowledge that Road Deputy classifications include Deputies and Sergeants.

ARTICLE 3. UNION SECURITY

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

3.1.1 The Employer shall deduct an amount sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the County, and

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

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

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

~~Section 23.~~ The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

~~Section 34. Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply; and whenever any words are used in the plural, they shall also be construed to include the singular.~~

~~Section 35.~~ The Union may designate certain employees from within the bargaining unit to act as stewards and shall, within 5 days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the Employer a current list of any non-employee business representative(s) upon execution of this Agreement.

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

3.3.2 There shall be no more than 3 stewards.

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

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

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

ARTICLE 4. EMPLOYER RIGHTS AND DIVISION OF RESPONSIBILITY

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

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

~~Section 3. Specifically, the County Board responsibility as Employer shall be limited to matters relating to maintenance of appropriate pay rates and payment thereof, specific fringe benefit authorizations in the area of insurance, vacation allowance, sick leave allowance, severance pay, holidays, and related economic computations. For all other matters covered in the Agreement, the Sheriff shall be considered the Employer.~~

~~Section 4. In the event that it is unclear as to the appropriate Employer authority, an employee or the Union may request that a determination be made as to the appropriate Employer for purposes of the particular dispute involved. Such requests shall be submitted to the County Sheriff with a copy to the County Board or its designated representative. On receipt of such request, the County Board or its designated representative shall make a determination based on the facts of the issue as to the appropriate Employer and such determination shall be final. In the event that the County Board or its designated representative is determined to be the appropriate Employer for purposes~~

~~of the matter at issue, then a grievance brought pursuant to Article 7 shall be processed through the employee's immediate supervisor who shall request that the County personnel officer sit in on the discussion of the grievance. In any case, not otherwise determined by the County Board or its designated representative, the Employer shall be deemed to be the Sheriff.~~

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

ARTICLE 5. INDIVIDUAL RIGHTS

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

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

ARTICLE 6. WORK STOPPAGE LIMITATIONS

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

ARTICLE 7. GRIEVANCE PROCEDURE

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

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

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

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

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

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

- Step 2. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the Department Head in consultation with Human Resources within 14 calendar days. Human Resources shall give the UNION the EMPLOYER'S Step 2 response in writing within 14 calendar days after the close of the discussion. A GRIEVANCE not resolved in Step 2 may be appealed to Step 3 within 14 calendar days following Human Resources final Step 2 response.
- Step 3. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the County Board or its designee within 14 calendar days. The County Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within ~~14~~28 calendar days following the EMPLOYER-designated representative's final Step 3 response.
- Step 4. Mediation of a GRIEVANCE: Upon completion of the previous Step and prior to requesting arbitration, the UNION and the EMPLOYER may, by mutual agreement, request mediation of the GRIEVANCE by the Bureau of Mediation Services or contracted services approved by the County Board for appointment of a mediator who will conduct meetings as deemed necessary in an attempt to resolve the GRIEVANCE. After the mediator or either party determines that further mediation would serve no purpose, a GRIEVANCE may be appealed to Step 5 within 30 calendar days.
- Step 5. The GRIEVANCE appealed to arbitration shall be subject to the provisions of PELRA except that for grievance matters involving written disciplinary action, discharge or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances, the selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of GRIEVANCES as established by the State Bureau of Mediation Services. Any unresolved GRIEVANCE not submitted for arbitration shall be considered settled on the basis of the EMPLOYER'S Step 3 response and/or Step 4.

Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 8. HOURS OF WORK- PREMIUM PAY

Section 1. General

- 8.1.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay.
- 8.1.2 Employees assigned to a higher job class shall receive the higher rate of pay on a temporary or regular basis.
- 8.1.3 The Employer agrees that split shift work will not be scheduled for the employees covered by this Agreement except in case of emergency and in that event only for the time involved in the emergency.
- 8.1.4 Scheduling procedures shall be vested with the Employer, to be consistent among all employees within their classifications. ~~For purposes of this Article, classifications are defined as Deputy Sheriff/Road Deputy.~~

Section 2. Normal Work Day and Week

- ~~2.1~~ The normal work week for regular Deputy Sheriff/Road Deputy shall consist of an average of 42 hours per week based on a consistent scheduling procedure.

Section 3. Overtime

- 8.3.1 Any Deputy Sheriff/Road Deputy required to work in excess of their regularly scheduled shift on a daily or pay period basis shall be compensated for all such hours at 1½ times the employee's regular hourly rate of pay. Deputy Sheriff/Road Deputy regular hourly rate of pay shall be computed as follows:

$$\frac{(\text{hourly rate of pay} * 2184 \text{ hours}) * 1.5}{(2080 \text{ hours})} = \text{Overtime Rate of Pay}$$

~~Overtime available in the regular Sheriff/Road Deputy classification shall first be offered to available, full-time regular Deputy Sheriff/Road Deputies and then to part-time Sheriff/Road Deputies.~~

- 8.3.2 Assignment of overtime shall be at the discretion of the Employer and shall be divided as equally as practicable among all employees within their respective classifications.
- 8.3.3 Overtime shall be paid at the rate applicable to the classification in which it is worked.
- 8.3.4 All employees who work overtime shall have the option to be paid at the rate of 1½ times their regular hourly rate of pay for all overtime hours worked or take compensatory time off at the rate of 1½ hours off for each hour of overtime worked. Compensatory time off may be banked to a maximum of 80 hours. All compensatory time off must be approved by the employee's immediate supervisor.
- 8.3.5 Employees shall be required to work overtime or holidays when assigned unless excused by the Employer. Vacation, sick leave, holidays and other paid time off shall count as hours worked for the purposes of calculating overtime/compensatory time. In no case will compensatory time earned and compensatory time taken occur in the same day.

Section 4. Call Outs

- 4.1 Road Deputies, when called out for non-scheduled work, shall be compensated at a 1 ½ time rate per hour with a minimum of 2 hours compensation for each call out. In addition, deputies shall be compensated at a 1 ½ time rate per hour for time put in for purposes of official business which occurs in hours other than their regular schedule. For purposes such as these, there shall be a minimum compensation of 2 hours at the 1 ½ rate.

Section 5. Court Time

- 5.1 For any employee who is required to appear in court as part of his/her duty assignment at times other than their regular duty time, it is agreed that a minimum of 2 hours credit computed at overtime rates shall be earned and paid. Court time in excess of 2 hours at times other than regular duty time shall be paid also at a 1 ½ time rate. Employees required to place charges and sign complaints against persons arrested shall be reimbursed at a 1 ½ time rate for this time put in at times other than his/her regular duty time.

Section 6. Scheduling Procedures

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

Section ~~6~~7. On-call

~~7.1~~ A Deputy Sheriff/Road Deputy who is scheduled to be on-call shall be compensated at the rate of \$2.00 per hour.

ARTICLE 9- HOLIDAY PROVISIONS

Section 1. All employees covered by ~~of~~ the bargaining unit shall receive the following paid holidays provided said employees perform work or are on vacation in the pay period in which the holiday occurs and work as scheduled or assigned both on their last scheduled work day prior to and on their first scheduled work day following the holiday unless they have failed to work because of sickness or because of death in the immediate family or because of similar cause:

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

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

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

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

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

For shift work employees, time and one-half holiday pay shall be payable on the day the shift commences on the day of the holiday actually occurs, notwithstanding Section 2 above.

Section 4. When a paid holiday falls on an employee's scheduled day off or during the employee's vacation period, the employee shall receive 8.4 hours of holiday pay.

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

ARTICLE 10. SHIFT DIFFERENTIAL

~~Section 1.~~ All employees shall be paid shift differential in the amount of \$1.05 per hour for hours worked between 5 PM and 6 AM.

ARTICLE 11. VACATIONS

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

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

<u>Completed Months Of Service:</u>	<u>Rate of Accumulation of Vacation Hours Per Pay Period:</u>
	42 hr wk
0-59 mths	3.231 hrs
60-119 mths	4.847 hrs
120-179 mths	6.462 hrs
180+ mths	8.078 hrs

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

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

Section 5. Regular employees who have accumulated 630 hours (42-hr wk) of sick leave shall be granted a bonus vacation and sick leave as set forth in Article 12 Sick Leave.

ARTICLE 12. SICK LEAVE

Section 1. Full-time employees shall earn sick leave at the rate of 3.877 hours per pay period (42-hr wk) accumulated to an annual maximum of 1050 working hours (42-hr wk), in which pay period the employee has worked or been on earned leave at least 50% of the time.

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

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

Family member is defined as:

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

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

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

Section 4. Bonus Vacation. Employees considered as 42-hour week employees shall earn 1.939 hours bonus vacation for any pay period in which the employee has not used sick leave, providing the beginning balance of sick leave is 630 or more.

Section 5. Bereavement Leave. Regular employees shall be allowed up to 3 shifts off with pay based on normal hours of shift assignment in case of death in the immediate family.

Immediate family shall mean domestic partner or guardian, a brother, sister, son, daughter, father, mother, grandchild, grandparent or spouse of either the employee or the employee's spouse. Two additional shifts 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.

Section 6. Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall receive as severance pay 75% of the employee's accumulated but unused sick leave from first day of county employment. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits, and shall be paid, ~~at the employee's option, in 1 lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment.~~ The employee shall apply the 25% balance of unused sick leave to the employee's Post Health Care Savings Plan after all regular pay has been paid out.

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

An employee will not receive severance pay if:

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

For employees hired after ratification of the 1994 - 1996 contract which is August 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 shall be deposited into the Employee's Post Health Care Savings Plan.

For employees hired before the ratification date (which was August 23, 1994) of the 1994- 1996 AFSCME Local 639 contract who choose to formally separate employment with the Employer shall allocate 100% of the employee's accumulated but unused sick leave into the employee's Post Health Care Savings Plan (HCSP).

~~Section 7. Sick Leave Pool. Employees may voluntarily donate one or more vacation days to a Sick Leave Pool. These donated days may be used by bargaining unit members for hospitalization or major medical problems when they have exhausted their own sick leave and vacation days. Contributions to the Pool may be conducted throughout the year with proper advance notice to the payroll department and shall be recorded on the Local 639A Employee's Catastrophic Fund Donation Form during the pay period in which donated. The Executive Board of Local 639A shall make the determination for eligibility, allocation and usage.~~

ARTICLE 13. LEAVE BENEFITS AND WORKER'S COMPENSATION BENEFITS

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

ARTICLE 14. SENIORITY

Section 1.

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

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

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

An employee who is transferred or promoted or demoted to a position outside this bargaining unit shall maintain, but shall not accrue, additional classification seniority in

classification(s) held by the employee within this bargaining unit, so long as the employee continued to be employed by Itasca County Sheriff's office.

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

14.1.21 Service Seniority, which shall be the total length of continuous service with the County as a regular employee. Regular employee is a member of the exclusively recognized bargaining unit as defined in the Article entitled "Recognition" who has completed the initial probationary period.

14.1.22 Department Seniority, which shall be the total length of service within the Sheriff's Department.

14.1.23 Classification Seniority, which shall be the total length of service within a work classification.

14.1.3 Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, discharge for just cause, failure to accept recall from layoff or retirement.

14.1.4 Regular part-time employees will accumulate seniority according to the hours actually worked.

Section 2. Seniority shall determine the order of:

14.2.1 Layoff, which shall be by classification in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any other employee in any equal or lower ranked classification with less department seniority, provided that the employee who is exercising bumping rights shall be qualified to perform the duties of the classification into which he/she is bumping. Employees who have maintained classification seniority within this bargaining unit may exercise their seniority to bump back into a classification within this bargaining unit in the event of layoff from a position outside this unit. Employees and the Union shall be given a 14 day notice prior to being laid off. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference shall advise the Sheriff to the specific position into which the employee intends to bump.

14.2.2 Recall from lay-off, which shall be by classification within a department, in inverse order of layoff, provided, that, if an employee does not return to work within two weeks of recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and the Employer, he/she shall automatically have terminated his/her employment. An employee's name shall be retained on the recall list for 2 years, at which time all rights to recall shall terminate.

14.2.3 No new employees shall be hired in a work classification where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.

Section 3. Within Grade Transfers-Posting of Vacancies-Prior to appointing any persons from outside the bargaining unit, all vacancies shall be posted for a minimum of 7 calendar days. If an eligible employee requests more time to consider the vacancy, the posting period will be automatically extended 7 calendar days. Employees currently serving in the same job

classification as the vacancy will submit in writing a request to the Sheriff to be appointed to the vacant position.

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

When vacancies occur in Deputy Sheriff/Road Deputy positions the Sheriff shall appoint the person he/she feels most able and suited to fill those duty assignments from eligible employees applying.

ARTICLE 15. CLOTHING ALLOWANCE

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

ARTICLE 16. ELECTION DAYS

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

ARTICLE 17. MILITARY RESERVE TRAINING

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

ARTICLE 18. PAY PLAN

Section 1. The pay rates set forth on the attached schedules entitled Sheriff's Department Pay Plan are made a part of this Agreement, and shall apply for the duration of this Agreement, with effective dates as indicated on Addendum A, except as otherwise indicated in this Article. Employees in covered by this bargaining unit shall receive effective 01/01/2019 a 2.75% increase; 01/01/2020 a 2.75% increase; and 01/01/2021 a 3% increase. effective 01/01/2022 a 2% increase; 01/01/2023 a 2% increase; and 01/01/2024 a 2.65% increase. In addition there will be a 1% market increase on January 1 of 2022, 2023 and 2024 in addition to the general increases.

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

Section 3~~2~~. 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.

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

~~Cost of living shall be frozen for the contract years 2019, 2020, 2021.~~

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

ARTICLE 19. GROUP INSURANCE PROGRAM

Section 1.

1.1 Active Employees.

~~For the purposes of eligibility, any employee~~ All regular County employees shall be eligible for hospital/medical insurance and life insurance coverages at the beginning from the first date of employment, provided all necessary application forms have been filled out and signed by the employee completed. Employees shall be eligible for life insurance on the first day of the month following the date of employment provided all necessary application forms have been completed. Any Regular employees shall be eligible for dental insurance coverage (after completion of 1040) on an hourly basis, or 6 months on a monthly basis on the first day of the month following the date of employment, provided all necessary application forms have been filled out and signed by the employee). ~~Authorized sick leave and authorized vacation time shall be counted as working time for such eligibility for dental insurance. Also authorized leave of absence of 30 days or less be counted as working time for such eligibility.~~

Regular employees, who have opted not to be covered by hospital/medical or dental insurance and later choose to be covered by same may be ~~may be~~ covered by said insurance provided they are ~~accepted by the insurance company~~ eligible for a mid-plan year change due to a qualified life event.

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

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

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

Section 2 (Flexible Spending Account). The County may provide flexible spending account programs. Employees may elect to participate.

Section 3. (Retired Employees).

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

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

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

Section 4. (Group Life Insurance).

4.1 Active Employees. The Employer will provide and pay the entire premium for the present group life insurance in the amount of \$25,000.00 for each eligible employee, said insurance includes a double indemnity clause, for Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage.

Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense. ~~Both Basic Life and~~

~~AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 70 and over.~~ All employer provided insurance and employee elected additional insurance will terminate upon employee leaving employment.

Section 5 (Coverage – Group Hospital and Medical Insurance).

5.1 Active Employees. ~~Notheast Service Cooperative Blue Cross/Blue Shield~~ High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the ~~Blue Cross/Blue Shield~~ 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 under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

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

- a. The County portion of the annual deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid year.
- b. Employees enrolled in County-sponsored health insurance plans who are ineligible for an HSA contribution shall have the option for the County portion of the annual deductible to be contributed to a VEBA (Voluntary Employee's Beneficiary Association).
- c. The County portion of the annual deductible will be deposited to the HSA or VEBA accounts in January for employee's who are enrolled in the health insurance plan for the year.

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

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

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

Section 6. (Group Dental Insurance)

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

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

The employee shall have the option to enroll in the program ~~within 30 days of completion of the required dental insurance probationary period when newly eligible~~ or during an open enrollment period.

Section 7. (Coverage – Group Health and Medical Insurance – Retired Employees)

Hospital and medical coverage provided for retirees shall be the ~~Northeast Service Cooperative Blue Cross/Blue Shield~~ High Deductible Plan (Option 1) \$1750/\$3500 ~~(in 2020) Deductible or Blue Cross/Blue Shield or~~ High Deductible Plan (Option 2) \$3500/\$7000 ~~(in 2020) Deductible~~ both with a Health Savings Account (HSA), or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

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

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

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

Section 83 - Insurance Advisory Committee

An Insurance Advisory Committee shall be established to examine the County's current medical insurance plan. The Committee shall be composed of representatives from each of the groups participating in the County's program as follows: The bargaining unit representatives on the Committee will be as follows:

<u>LELS Local 493</u>	<u>2 representatives</u>
<u>Local 639A</u>	<u>2 representatives</u>
<u>Local 1626</u>	<u>2 representatives</u>
<u>Local 1452</u>	<u>2 representatives</u>

Local 580	2 representatives
Itasca Co. Non-Contract Employees	1 representative
Itasca Co. Elected Officials/Dept. Heads.	1 representative
Itasca Co. Attorney Employee's Assoc.	1 representative
Itasca County Employees Association	1 representative
Itasca Co. Confidential Employees' Assoc.	1 representative

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

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

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

Section 9 (Post Health Care Savings Plan)

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

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

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

ARTICLE 20. ADMINISTRATIVE REQUIREMENTS

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

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

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

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

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

ARTICLE 21. PRORATION OF BENEFITS

~~Part-time employees holding positions with a regular schedule in excess of 20 hours per week shall be eligible for Employer contribution to hospital/medical insurance, vacation, sick leave and holidays as described in this Agreement on a prorated basis. The proration shall be computed based on the last calendar quarter and shall be in effect for the next calendar quarter. The proration shall be computed by dividing the employee's average regularly scheduled number of hours of work per pay period during the calendar quarter by the number of regularly scheduled hours for full-time employees in the classification. The first calendar quarter of the year shall commence with the first pay period of January which is entirely within the year and shall continue through the full pay period ending closest to March 31. Subsequent calendar quarters shall end with the full pay period ending closest to June 30, September 30, and December 31.~~

ARTICLE ~~22~~21. LEAVES OF ABSENCE

Section ~~A~~1. All requests for a leave of absence shall be submitted in writing by the employee to the employee's supervisor as soon as the need for such leave is known.

Section ~~B~~2. Parenting Leave: Eligible employees shall be entitled to up to 12 weeks of parenting leave in accordance with State Statute and the Itasca County Personnel Policy.

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

Section ~~C~~3. Family and Medical Leave Act: Family and Medical Leave Act leave shall be available to eligible employees in accordance with the Itasca County Family and Medical Leave Act policy as adopted by the Employer.

Section ~~D~~4. After an employee has used all accumulated earned leave and any available FMLA protected leave ~~on a consecutive basis~~, the employee shall be granted a leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed six months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

Section ~~E~~5. Personal Leave of Absence:

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

ARTICLE ~~23~~22. DRUG AND ALCOHOL TESTING

The provisions of the Itasca County drug and alcohol testing policy as set forth in the Itasca County Personnel Policy are incorporated herein by reference the same as if fully

set forth in this Article. However, any employee submitting to a urinalysis test shall have the right to have a portion of the sample sent to another lab at his/her own expense.

ARTICLE ~~24~~23. TRAINING TIME

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

ARTICLE ~~25~~24. MILITARY LEAVE POOL

Employees may voluntarily donate vacation, in one-half day increments (4 hours), to a Military Leave Pool. Eligibility for the Pool and other provisions are as set forth in County policy.

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

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

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

¹No reimbursement beyond the normal work week, i.e., employee normally works 42 hours/week, reimbursement will be based on 42 hours/week.

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

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

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

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

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

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

7

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

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

⁴Payroll will create the necessary forms.

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

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

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

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

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

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

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

ARTICLE 26. FUTURE BUDGET BALANCING MEASURE

Voluntary furlough, with supervisor approval, is permitted up to 80 hours for regular full-time employees and up to the prorated share of 80 hours equivalent to an employee's part-time status, i.e. employee who works 32 hours per workweek is working 4/5 time and will be allowed to take a voluntary furlough of 64 hours.

The employee shall not be permitted to make up voluntary furlough time by working additional hours or to substitute earned leave time for the voluntary furlough.

The Sheriff, and/or the Sheriff's delegated authority, is responsible to pre-approve voluntary furlough. In determining the voluntary furlough schedule, the wishes of the employee shall be respected as to the time of taking voluntary furlough, insofar as the needs of the service will permit, it being understood that the rights of the senior employees will prevail in the selection of voluntary furlough when agreement cannot be reached among the employees. The Sheriff, and/or the Sheriff's delegated authority, and employee will determine who takes voluntary furlough time off when and the characteristics unique to the decision. The minimum amount of voluntary furlough taken in a single day will be half (.5) an hour.

Voluntary furlough time taken off must be recorded on the employee's time sheet in a manner prescribed by payroll. The employee will be responsible to ensure that s/he has enough earned time worked or taken in the pay period to cover applicable payroll deductions, i.e. employee's share of insurance premiums, flexible spending dollars, deferred compensation, union dues, etc.

Voluntary furlough time taken off will have no effect on earned benefits. Earned benefits will continue as is and per the terms of the collective bargaining agreement.

Taking a voluntary furlough day before or the day after a holiday will not negate the holiday pay. Taking voluntary furlough will have no effect on an employee's seniority.

Itasca County will pay the employer PERA contribution plus applicable interest compounded annually for all employees who voluntarily elect to contribute to PERA if s/he wishes to make member contributions to maintain the high-5 salary. Employee payment must be made within one year after the end of the calendar year in which the furlough occurred OR within 30 days

~~after termination of public service, whichever is earlier. After the employee has contacted PERA, PERA will notify Itasca County of its obligation for the employer contribution.~~

~~Employees making this contribution if they are not in their high-5 salary years are unlikely to effect the benefits received from PERA.~~

ARTICLE ~~27~~25. SEPARABILITY

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

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

ARTICLE ~~28~~26. TERM OF AGREEMENT

Except as otherwise provided, this Agreement shall be in full force and effect from January 1, ~~2019~~2022, to December 31, ~~2021~~2024, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least 60 days prior to December 31 that it desires to modify or terminate this Agreement. The present contract shall remain in force in the event settlement for the ensuing contract year has not been reached at the time this contract expires.

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

FOR: LOCAL NO. LAW ENFORCEMENT
LABOR SERVICES

FOR: COUNTY OF ITASCA

Keith Terlinden
Business Agent

~~Ben DeNucci~~
County Board Chair

Date: _____

Date: _____

Union Staff Representative

Brett Skyles
County Administrator

Date: _____

Date: _____

4191964v1

Addendum A ~~Existing language amounts (adjustments) certified as at issue~~

January 1, 2019, LOCAL 639A HOURLY PAY PLAN 2.75% on 01/01/2018 pay plan

	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
~~Deputy Sheriff/ Road Sheriff~~	~~10~~	~~\$24.21~~	~~\$25.48~~	~~\$26.76~~	~~\$28.03~~	~~\$29.31~~	~~\$30.58~~	~~\$31.85~~	~~\$33.14~~	~~Deputy Sheriff/ Road Deputy~~
~~Deputy Sheriff/Sergeant~~	~~11~~	~~\$25.17~~	~~\$26.50~~	~~\$27.82~~	~~\$29.16~~	~~\$30.49~~	~~\$31.80~~	~~\$33.13~~	~~\$34.46~~	~~Deputy Sheriff/Sergeant~~

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

Addendum A

January 1, 2020, LOCAL 639A HOURLY PAY PLAN 2.75% on 01/01/2019 pay plan

	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
~~Deputy Sheriff/ Road Sheriff~~	~~10~~	~~\$24.87~~	~~\$26.18~~	~~\$27.49~~	~~\$28.80~~	~~\$30.12~~	~~\$31.42~~	~~\$32.73~~	~~\$34.05~~	~~Deputy Sheriff/ Road Deputy~~
~~Deputy Sheriff/Sergeant~~	~~11~~	~~\$25.87~~	~~\$27.23~~	~~\$28.59~~	~~\$29.96~~	~~\$31.32~~	~~\$32.68~~	~~\$34.04~~	~~\$35.41~~	~~Deputy Sheriff/Sergeant~~

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

Addendum A

January 1, 2021, LOCAL 639A HOURLY PAY PLAN 3% on 01/01/2020 pay plan

	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
~~Deputy Sheriff/ Road Sheriff~~	~~10~~	~~\$25.62~~	~~\$26.97~~	~~\$28.32~~	~~\$29.67~~	~~\$31.02~~	~~\$32.36~~	~~\$33.71~~	~~\$35.07~~	~~Deputy Sheriff/ Road Deputy~~
~~Deputy Sheriff/Sergeant~~	~~11~~	~~\$26.64~~	~~\$28.04~~	~~\$29.45~~	~~\$30.86~~	~~\$32.26~~	~~\$33.66~~	~~\$35.06~~	~~\$36.47~~	~~Deputy Sheriff/Sergeant~~

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

APPENDIX A										
01/01/2022 493 ANNUAL PAY PLAN										3.00% on 2021 base
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Deputy Sheriff										
Road Deputy	10	\$26.39	\$27.78	\$29.17	\$30.56	\$31.95	\$33.33	\$34.72	\$36.12	Deputy Sheriff
Deputy Sheriff										Road Deputy
Sergeant	11	\$27.44	\$28.88	\$30.33	\$31.79	\$33.23	\$34.67	\$36.11	\$37.56	Deputy Sheriff
										Sergeant
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										
APPENDIX A										
01/01/2023 493 ANNUAL PAY PLAN										3.00% on 2022 base
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Deputy Sheriff										
Road Deputy	10	\$27.18	\$28.61	\$30.05	\$31.48	\$32.91	\$34.33	\$35.76	\$37.20	Deputy Sheriff
Deputy Sheriff										Road Deputy
Sergeant	11	\$28.26	\$29.75	\$31.24	\$32.74	\$34.23	\$35.71	\$37.19	\$38.69	Deputy Sheriff
										Sergeant
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										
APPENDIX A										
01/01/2024 493 ANNUAL PAY PLAN										3.65% on 2023 base
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Deputy Sheriff										
Road Deputy	10	\$28.17	\$29.65	\$31.15	\$32.63	\$34.11	\$35.58	\$37.07	\$38.56	Deputy Sheriff
Deputy Sheriff										Road Deputy
Sergeant	11	\$29.29	\$30.84	\$32.38	\$33.94	\$35.48	\$37.01	\$38.55	\$40.10	Deputy Sheriff
										Sergeant
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

These pay rates reflect an additional 1% market increase on January 1 of 2022, 2023 and 2024

ADDENDUM B-Retiree Insurance

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

Employees ~~in 639A~~ who were hired by the Sheriff Department prior to January 1, 1998 are not subject to the \$10,000 retirement health insurance cap and include the following employees listed below. In order for these employees to be eligible for retiree health insurance, they must be eligible for a PERA retirement annuity upon leaving the service of Itasca County.

Michael Liebel

Paul Provinzino

Jeffrey Bryngelson

Thomas Williams

Ryan Gunderson

Darin Shevich

James Brooks

Mark Greiner

~~ITASCA COUNTY BOARD OF COMMISSIONERS~~

~~Itasca County Courthouse 123 NE 4th Street~~

~~Grand Rapids, MN 55744~~

~~Tuesday, October 13, 2020~~

~~REQUEST FOR BOARD ACTION: RBA-2020-981~~

DEPARTMENT: Human Resources — **TIME REQUESTED:** < 5 Minutes

PRESENTER: Lynn Hart

AGENDA ITEM:

~~2019-2021 Collective Bargaining Agreement—AFSCME Local 639A~~

BOARD ACTION REQUESTED:

~~Approve and authorize necessary signatures for the 2019-2021 collective bargaining agreement for AFSCME Local 639A~~

BACKGROUND:

~~The negotiations committee and Local 639A (representing Road deputies in the Sheriff Dept.) have been negotiating the updated labor agreement. Local 639A approves the updated labor agreement. The negotiations committee recommends approving the updated labor agreement.~~

~~This labor agreement includes the updated language regarding Group Hospital Medical Insurance Deductibles and Retiree Medical Insurance Deductibles. The Internal Revenue Code requires that the minimum statutory deductible for health 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.~~

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ~~639A 2019-2021 Final 8-20-2020~~

~~10/06/2020~~

RESULT: MOVER: SECONDER: AYES:

APPROVED (5 TO 0)

~~Commissioner Terry Snyder Commissioner Davin Tinquist~~

~~Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci~~

AGREEMENT

BETWEEN

COUNTY OF ITASCA



Itasca County
Minnesota

AND

LAW ENFORCEMENT LABOR SERVICES



**Law Enforcement
Labor Services**

Representing:

(DEPUTY SHERIFF/ROAD DEPUTY UNIT)

As of October 18, 2023

JANUARY 1, 2022 - DECEMBER 31, 2024

INDEX

ARTICLE 1.	PREAMBLE AND PURPOSE OF AGREEMENT	3
ARTICLE 2.	RECOGNITION	3
ARTICLE 3.	UNION SECURITY	4
ARTICLE 4.	EMPLOYER RIGHTS AND DIVISION OF RESPONSIBILITY ...	5
ARTICLE 5.	INDIVIDUAL RIGHTS	5
ARTICLE 6.	WORK STOPPAGE LIMITATIONS	5
ARTICLE 7.	GRIEVANCE PROCEDURE	5
ARTICLE 8.	HOURS OF WORK – PREMIUM PAY	7
ARTICLE 9.	HOLIDAY PROVISIONS	9
ARTICLE 10.	SHIFT DIFFERENTIAL	10
ARTICLE 11.	VACATIONS	10
ARTICLE 12.	SICK LEAVE	11
ARTICLE 13.	LEAVE BENEFITS AND WORKER’S COMPENSATION BENEFITS	12
ARTICLE 14.	SENIORITY	12
ARTICLE 15.	CLOTHING ALLOWANCE	14
ARTICLE 16.	ELECTION DAYS	14
ARTICLE 17.	MILITARY RESERVE TRAINING	15
ARTICLE 18.	PAY PLAN	15
ARTICLE 19.	GROUP INSURANCE PROGRAM	15
ARTICLE 20.	ADMINISTRATIVE REQUIREMENTS	19
ARTICLE 21.	LEAVES OF ABSENCE	19
ARTICLE 22.	DRUG AND ALCOHOL TESTING	20
ARTICLE 23.	TRAINING TIME	20
ARTICLE 24.	MILITARY LEAVE POOL	20
ARTICLE 25.	SEPARABILITY	21
ARTICLE 26.	TERM OF AGREEMENT	21
ADDENDUM A	PAY PLAN	22
ADDENDUM B	RETIREE INSURANCE	23

This agreement dated the first day of January, 2022, entered into between the County of Itasca, hereinafter referred to as the Employer, and Local Union No. 493 of Law Enforcement Labor Services, hereinafter referred to as the Union.

ARTICLE 1. PREAMBLE AND PURPOSE OF AGREEMENT

Section 1. This memorandum of understanding, hereinafter referred to as the Agreement, is entered into between the County of Itasca, hereinafter called the Employer, and Local No. 493 of Law Enforcement Labor Services, hereinafter called the Union. The intent and purpose of this Agreement is to:

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

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

ARTICLE 2. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative as certified by the Bureau of Mediation Services, BMS Case No. 22PRE0454, for a bargaining_unit composed of:

All essential employees of the Itasca County Sheriff's Department, Grand Rapids, Minnesota, employed in the classification of Road Deputy, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and all other employees.

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

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

Section 4. The Employer and Union acknowledge that Road Deputy classifications include Deputies and Sergeants.

ARTICLE 3. UNION SECURITY

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

- 3.1.1 The Employer shall deduct an amount sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the County, and
- 3.1.2 The Employer shall remit such deductions to Law Enforcement Labor Services with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

Section 2. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

Section 3. The Union may designate certain employees from within the bargaining unit to act as stewards and shall, within 5 days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the Employer a current list of any non-employee business representative(s) upon execution of this Agreement.

- 3.3.1 The Employer agrees to recognize stewards certified by the Union as provided in this Section subject to the following stipulations:
- 3.3.2 There shall be no more than 3 stewards.
- 3.3.3 The Employer agrees to allow stewards to interrupt their work for a reasonable amount of time for the purpose of Union business with approval of the Employer and they shall notify the Employer upon resumption of their work. Interruption of work for Union business shall be limited to the investigation and presentation of grievances to the Employer and negotiation sessions with Employer relating to subsequent contracts.
- 3.3.4 Non-Employee business representatives of the Union, previously certified to the Employer as provided herein, may, with approval of the Employer, come on the premises of the Employer for purpose of negotiations or investigating and presenting grievances. The Union may use the Employer's premises or facilities for Union business with prior approval of the Employer.
- 3.3.5 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union election, Union election returns, Union appointments to office, and Union recreational or social affairs and other items specifically approved by the Employer.

ARTICLE 4. EMPLOYER RIGHTS AND DIVISION OF RESPONSIBILITY

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

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

ARTICLE 5. INDIVIDUAL RIGHTS

Section 1. The Union shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion.

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

ARTICLE 6. WORK STOPPAGE LIMITATIONS

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

ARTICLE 7. GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

- Step 5. The GRIEVANCE appealed to arbitration shall be subject to the provisions of PELRA except that for grievance matters involving written disciplinary action, discharge or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances, the selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of GRIEVANCES as established by the State Bureau of Mediation Services. Any unresolved GRIEVANCE not submitted for arbitration shall be considered settled on the basis of the EMPLOYER'S Step 3 response and/or Step 4.

Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 8. HOURS OF WORK- PREMIUM PAY

Section 1. General

- 8.1.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay.
- 8.1.2 Employees assigned to a higher job class shall receive the higher rate of pay on a temporary or regular basis.
- 8.1.3 The Employer agrees that split shift work will not be scheduled for the employees covered by this Agreement except in case of emergency and in that event only for the time involved in the emergency.
- 8.1.4 Scheduling procedures shall be vested with the Employer, to be consistent among all employees within their classifications

Section 2. Normal Work Day and Week

- 8.2.1 The normal work week for regular Deputy Sheriff/Road Deputy shall consist of an average of 42 hours per week based on a consistent scheduling procedure.

Section 3. Overtime

- 8.3.1 Any Deputy Sheriff/Road Deputy required to work in excess of their regularly scheduled shift on a daily or pay period basis shall be compensated for all such hours at 1½ times the employee's regular hourly rate of pay. Deputy Sheriff/Road Deputy regular hourly rate of pay shall be computed as follows:

$$\frac{(\text{hourly rate of pay} * 2184 \text{ hours})}{(2080 \text{ hours})} * 1.5 = \text{Overtime Rate of Pay}$$

- 8.3.2 Assignment of overtime shall be at the discretion of the Employer and shall be divided as equally as practicable among all employees within their respective classifications.
- 8.3.3 Overtime shall be paid at the rate applicable to the classification in which it is worked.
- 8.3.4 All employees who work overtime shall have the option to be paid at the rate of 1½ times their regular hourly rate of pay for all overtime hours worked or compensatory time ~~off~~ at the rate of 1½ hours off for each hour of overtime worked. Compensatory time ~~off~~ may be banked to a maximum of 80 hours. All compensatory time off must be approved by the employee's immediate supervisor.
- 8.3.5 Employees shall be required to work overtime or holidays when assigned unless excused by the Employer. Vacation, sick leave, holidays and other paid time off shall count as hours worked for the purposes of calculating overtime/compensatory time. In no case will compensatory time earned and compensatory time taken occur in the same day.

Section 4. Call Outs

- 8.4.1 Road Deputies, when called out for non-scheduled work, shall be compensated at a 1 ½ time rate per hour with a minimum of 2 hours compensation for each call out. In addition, deputies shall be compensated at a 1 ½ time rate per hour for time put in for purposes of official business which occurs in hours other than their regular schedule. For purposes such as these, there shall be a minimum compensation of 2 hours at the 1 ½ rate.

Section 5. Court Time

- 8.5.1 For any employee who is required to appear in court as part of his/her duty assignment at times other than their regular duty time, it is agreed that a minimum of 2 hours credit computed at overtime rates shall be earned and paid. Court time in excess of 2 hours at times other than regular duty time shall be paid also at a 1 ½ time rate. Employees required to place charges and sign complaints against persons arrested shall be reimbursed at a 1 ½ time rate for this time put in at times other than his/her regular duty time.

Section 6. Scheduling Procedures

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

Section 7. On-call

8.7.1 A Deputy Sheriff/Road Deputy who is scheduled to be on-call shall be compensated at the rate of \$2.00 per hour.

ARTICLE 9- HOLIDAY PROVISIONS

Section 1. All employees covered by the bargaining unit shall receive the following paid holidays provided said employees perform work or are on vacation in the pay period in which the holiday occurs and work as scheduled or assigned both on their last scheduled work day prior to and on their first scheduled work day following the holiday unless they have failed to work because of sickness or because of death in the immediate family or because of similar cause:

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

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

January 1 - New Year's Day July 4 - Independence Day November 11 - Veterans Day

December 24 – Christmas Eve Day December 25 - Christmas Day

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

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

For shift work employees, time and one-half holiday pay shall be payable on the day the shift commences on the day of the holiday actually occurs, notwithstanding Section 2 above.

Section 4. When a paid holiday falls on an employee's scheduled day off or during the employee's vacation period, the employee shall receive 8.4 hours of holiday pay.

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

ARTICLE 10. SHIFT DIFFERENTIAL

All employees shall be paid shift differential in the amount of \$1.05 per hour for hours worked between 5 PM and 6 AM.

ARTICLE 11. VACATIONS

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

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

<u>Completed Months Of Service:</u>	<u>Rate of Accumulation of Vacation Hours Per Pay Period: 42 hr wk</u>
0-59 mths	3.231 hrs
60-119 mths	4.847 hrs
120-179 mths	6.462 hrs
180+ mths	8.078 hrs

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

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

Section 5. Regular employees who have accumulated 630 hours (42-hr wk) of sick leave shall be granted a bonus vacation and sick leave as set forth in Article 12 Sick Leave.

ARTICLE 12. SICK LEAVE

Section 1. Full-time employees shall earn sick leave at the rate of 3.877 hours per pay period (42-hr wk) accumulated to an annual maximum of 1050 working hours (42-hr wk), in which pay period the employee has worked or been on earned leave at least 50% of the time.

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

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

Family member is defined as:

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

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

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

Section 4. Bonus Vacation. Employees considered as 42-hour week employees shall earn 1.939 hours bonus vacation for any pay period in which the employee has not used sick leave, providing the beginning balance of sick leave is 630 or more.

Section 5. Bereavement Leave. Regular employees shall be allowed up to 3 shifts off with pay based on normal hours of shift assignment in case of death in the immediate family.

Immediate family shall mean domestic partner or guardian, a brother, sister, son, daughter, father, mother, grandchild, grandparent or spouse of either the employee or the employee's spouse. Two additional shifts maybe used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements.

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

employee shall apply the 25% balance of unused sick leave to the employee's Post Health Care Savings Plan after all regular pay has been paid out.

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

An employee will not receive severance pay if:

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

For employees hired after ratification of the 1994 - 1996 contract which is August 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 shall be deposited into the Employee's Post Health Care Savings Plan.

For employees hired before the ratification date (which was August 23, 1994) of the 1994- 1996 AFSCME Local 639 contract who choose to formally separate employment with the Employer shall allocate 100% of the employee's accumulated but unused sick leave into the employee's Post Health Care Savings Plan (HCSP).

ARTICLE 13. LEAVE BENEFITS AND WORKER'S COMPENSATION BENEFITS

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

ARTICLE 14. SENIORITY

Section 1.

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

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

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

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

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

14.1.21 Service Seniority, which shall be the total length of continuous service with the County as a regular employee. Regular employee is a member of the exclusively recognized bargaining unit as defined in the Article entitled "Recognition" who has completed the initial probationary period.

14.1.22 Department Seniority, which shall be the total length of service within the Sheriff's Department.

14.1.23 Classification Seniority, which shall be the total length of service within a work classification.

14.1.3 Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, discharge for just cause, failure to accept recall from layoff or retirement.

14.1.4 Regular part-time employees will accumulate seniority according to the hours actually worked.

Section 2. Seniority shall determine the order of:

14.2.1 Layoff, which shall be by classification in inverse order of classification seniority.

However, an employee about to be laid off shall have the right to bump (displace) any

other employee in any equal or lower ranked classification with less department seniority, provided that the employee who is exercising bumping rights shall be qualified to perform the duties of the classification into which he/she is bumping. Employees who have maintained classification seniority within this bargaining unit may exercise their seniority to bump back into a classification within this bargaining unit in the event of layoff from a position outside this unit. Employees and the Union shall be given a 14-day notice prior to being laid off. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference shall advise the Sheriff to the specific position into which the employee intends to bump.

14.2.2 Recall from lay-off, which shall be by classification within a department, in inverse order of layoff, provided, that, if an employee does not return to work within two weeks of recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and the Employer, he/she shall automatically have terminated his/her employment. An employee's name shall be retained on the recall list for 2 years, at which time all rights to recall shall terminate.

14.2.3 No new employees shall be hired in a work classification where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.

Section 3. Within Grade Transfers-Posting of Vacancies-Prior to appointing any persons from outside the bargaining unit, all vacancies shall be posted for a minimum of 7 calendar days. If an eligible employee requests more time to consider the vacancy, the posting period will be automatically extended 7 calendar days. Employees currently serving in the same job classification as the vacancy will submit in writing a request to the Sheriff to be appointed to the vacant position.

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

When vacancies occur in Deputy Sheriff/Road Deputy positions the Sheriff shall appoint the person he/she feels most able and suited to fill those duty assignments from eligible employees applying.

ARTICLE 15. CLOTHING ALLOWANCE

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

ARTICLE 16. ELECTION DAYS

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

ARTICLE 17. MILITARY RESERVE TRAINING

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

ARTICLE 18. PAY PLAN

Section 1. The pay rates set forth on the attached schedules entitled Sheriff's Department Pay Plan are made a part of this Agreement, and shall apply for the duration of this Agreement, with effective dates as indicated on Addendum A, except as otherwise indicated in this Article.

Employees covered by this bargaining unit shall receive effective 01/01/2022 a 2% increase; 01/01/2023 a 2% increase; and 01/01/2024 a 2.65% increase. In addition, there will be a 1% market increase on January 1 of 2022, 2023 and 2024 in addition to the general increases.

Section 2. 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.

ARTICLE 19. GROUP INSURANCE PROGRAM

Section 1.

1.1 All regular County employees shall be eligible for hospital/medical insurance from the first date of employment, provided all necessary application forms have been completed. Employees shall be eligible for life insurance on the first day of the month following the date of employment provided all necessary application forms have been completed. Regular employees shall be eligible for dental insurance coverage on the first day of the month following the date of employment, provided all necessary application forms have been filled out and signed by the employee.

Regular employees, who have opted not to be covered by hospital/medical or dental insurance and later choose to be covered by same may be covered by said insurance provided they are eligible for a mid-plan year change due to a qualified life event.

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

insurance coverage during the period of absence. Upon returning to work, such employee need not re-establish eligibility.

Employees who leave Employer employment must have worked or used earned time equal to 50% of their work schedule for the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month.

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

Section 2 (Flexible Spending Account). The County may provide flexible spending account programs. Employees may elect to participate.

Section 3. (Retired Employees).

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

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

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

Section 4. (Group Life Insurance).

4.1 Active Employees. The Employer will provide and pay the entire premium for the present group life insurance in the amount of \$25,000.00 for each eligible employee, said insurance includes a double indemnity clause, for Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage.

Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense. All employer-provided

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

Section 5 (Coverage – Group Hospital and Medical Insurance).

5.1 Active Employees. 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 under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

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

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

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

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

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

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

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

Section 6. (Group Dental Insurance)

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

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

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

Section 7. (Coverage – Group Health and Medical Insurance – Retired Employees)

Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) or 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.

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

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

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

Section 8. Insurance Advisory Committee

An Insurance Advisory Committee shall be established to examine the County's current medical insurance plan. The Committee shall be composed of representatives from each of the groups participating in the County's program: The bargaining unit representatives on the Committee will be as follows:

LELS Local 493

2 representatives

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

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

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

Section 9 (Post Health Care Savings Plan)

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

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

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

ARTICLE 20. ADMINISTRATIVE REQUIREMENTS

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

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

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

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

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

ARTICLE 21. LEAVES OF ABSENCE

Section 1. All requests for a leave of absence shall be submitted in writing by the employee to the employee's supervisor as soon as the need for such leave is known.

Section 2. Parenting Leave: Eligible employees shall be entitled to up to 12 weeks of parenting leave in accordance with State Statute and the Itasca County Personnel Policy.

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

placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Section 3. Family and Medical Leave Act: Family and Medical Leave Act leave shall be available to eligible employees in accordance with the Itasca County Family and Medical Leave Act policy as adopted by the Employer.

Section 4. After an employee has used all accumulated earned leave and any available FMLA protected leave, the employee shall be granted a leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed six months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

Section 5. Personal Leave of Absence:

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

ARTICLE 22. DRUG AND ALCOHOL TESTING

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

ARTICLE 23. TRAINING TIME

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

ARTICLE 24. MILITARY LEAVE POOL

Employees may voluntarily donate vacation, in one-half day increments (4 hours), to a Military Leave Pool. Eligibility for the Pool and other provisions are as set forth in County policy.

ARTICLE 25. SEPARABILITY

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

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

ARTICLE 26. TERM OF AGREEMENT

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

IN WITNESS THEREOF, the parties have caused this Agreement to be executed this
21st day of November, 2023.

FOR: LOCAL NO. LAW ENFORCEMENT
LABOR SERVICES



Keith Terlinden
Business Agent

Date: 11/27/2023



Union Staff Representative

Date: 11/28/2023

FOR: COUNTY OF ITASCA



Burl Ives
County Board Chair

Date: 11/28/2023



Brett Skyles
County Administrator

Date: 11/28/2023

APPENDIX A										
01/01/2022 493 ANNUAL PAY PLAN										
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Deputy Sheriff/ Road Deputy	10	\$26.39	\$27.78	\$29.17	\$30.56	\$31.95	\$33.33	\$34.72	\$36.12	Deputy Sheriff/ Road Deputy
Deputy Sheriff/ Sergeant	11	\$27.44	\$28.88	\$30.33	\$31.79	\$33.23	\$34.67	\$36.11	\$37.56	Deputy Sheriff/ Sergeant

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

APPENDIX A										
01/01/2023 493 ANNUAL PAY PLAN										
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Deputy Sheriff/ Road Deputy	10	\$27.18	\$28.61	\$30.05	\$31.48	\$32.91	\$34.33	\$35.76	\$37.20	Deputy Sheriff/ Road Deputy
Deputy Sheriff/ Sergeant	11	\$28.26	\$29.75	\$31.24	\$32.74	\$34.23	\$35.71	\$37.19	\$38.69	Deputy Sheriff/ Sergeant

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

APPENDIX A										
01/01/2024 493 ANNUAL PAY PLAN										
	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	
Deputy Sheriff/ Road Deputy	10	\$28.17	\$29.65	\$31.15	\$32.63	\$34.11	\$35.58	\$37.07	\$38.56	Deputy Sheriff/ Road Deputy
Deputy Sheriff/ Sergeant	11	\$29.29	\$30.84	\$32.38	\$33.94	\$35.48	\$37.01	\$38.55	\$40.10	Deputy Sheriff/ Sergeant

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

These pay rates reflect an additional 1% market increase on January 1 of 2022, 2023 and 2024

ADDENDUM B-Retiree Insurance

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

Employees who were hired by the Sheriff Department prior to January 1, 1998 are not subject to the \$10,000 retirement health insurance cap and include the following employees listed below. In order for these employees to be eligible for retiree health insurance, they must be eligible for a PERA retirement annuity upon leaving the service of Itasca County.

Jeffrey Bryngelson
Thomas Williams
Ryan Gunderson
James Brooks
Mark Greiner