



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, October 8, 2024

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Cory Smith
SECONDER: Commissioner Casey Venema
AYES: Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT: District #4

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Cory Smith
AYES: Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT: District #4

1. Approve the minutes of the Tuesday, October 1, 2024 County Board Work Session.

V. CONSENT AGENDA

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

RESULT: APPROVED (4 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Cory Smith
AYES: Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT: District #4

1. Appoint Janet Bilden to the Water Plan Implementation Committee (WPIC) fulfilling an unexpired District #3 vacancy effective October 8, 2024 through December 31, 2027.

2. Approve a three-year Memorandum of Agreement (MOA) between Itasca County and University of Minnesota Extension and authorize necessary signatures.
3. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Grey Matter, LLC.

VI. REGULAR AGENDA

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

Farewell to Rick Royal, whose last day as a Network Telecommunication Specialist in the MIS Department was September 27, 2024, after 27+ years of service.

Congratulations to Rachel Duell who transferred from Social Worker to Social Worker HCBS in the HHS Department, which was effective September 29, 2024.

Congratulations to Kim Lybrook who transferred from Social Worker to Social Worker HCBS in the HHS Department, which was effective September 29, 2024.

Farewell to Vanessa Boehland, whose last day as a Child Support Officer with Health and Human Services was October 4, 2024, after 2+ years of service.

Welcome to new employee, Courtney Beck, Assistant County Attorney, with the Attorney's Department, which was effective September 30, 2024.

Welcome to new employee, Sadie Barrett, Social Worker, with the HHS Department, which was effective September 30, 2024.

Welcome to new employee, Brandi Hidde, Social Worker, with the HHS Department, which was effective October 1, 2024.

Welcome to new employee, Cody Dillinger, Sheriff's Deputy/Road Deputy, with the Sheriff's Department, which was effective October 3, 2024.

Congratulations to Matthew Norton who transferred from Eligibility Specialist to Accounting Technician in the HHS Department, which was effective September 29, 2024.

Congratulations to Katherine Maurer who transferred from Eligibility Specialist to Social Worker in the HHS Department, which was effective September 29, 2024.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Employee Recognition – Continuous Years of Service
The following Itasca County employees who moved into a new benchmark recognition category during 2023 for continuous years of service were recognized:

5 continuous years – Brian Herschbach, Beau Thunshelle, Bandy Hanson, Anthony Wald, Katie Benes, Michael Loidolt, Cindy Bergman, Nathan O'Brien, Garrett Smith, Todd Perala, Jonathan Heinrich, Mark Wenho, Emilie Rondeau, Nathan Morris, Brenda Harthan, Trisha Erickson, Teresa Hoey, Jason Alstad, David Clark, Donald Roberts, Brandon Schmid, Angela Yeschick, Nicholas Schreiber, and Zachery Heinrich;

10 continuous years – Megan Perrington, Shane Troumbly, William Lindahl, Shelley Kebart, James Pietila, Vicki Sutherland, Shelly Ladoux, Tina Holets, Nikki Aronson, Keri Kessler, Erin Greniger, Marnie Chupurdia, Aaron Britton, Michelle Tessin, Karen Yurrick, and Jeffrey Diehl;

15 continuous years – Paul Blain, Joshua Nelson, Ryan Anttilla, Corey Hendershott, Joshua Oja, Michelle Anderson, Mark Ryan, Robert Rother, Andrew Furman, and Ryan Sutherland;

20 continuous years – Steven Worcester, Karin Grandia, and Elizabeth Whirley;

25 continuous years – Christopher Worth, Renata Rogalla, Peggy Wilson, Robin Johnson, and Shawn Racine; and

30 continuous years – Joyce Benes.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of October 9, 2024, in the amount of \$1,128,732.90.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

5. Generator Maintenance Proposal

Motion To: Approve the three-year Generator Maintenance Proposal with Ziegler/Cat for both Courthouse on-site back-up generators and authorize necessary signatures.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

6. Reschedule 2025 Budget & Levy Public Meeting

Motion To: Reschedule the 2025 Budget & Levy Public Meeting to Tuesday, December 3, 2024 beginning at 6:00 p.m. in the Itasca County Boardroom.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

7. Lights On Afterschool Proclamation

Motion To: Adopt the Resolution re: Keeping the Lights On After School: A Proclamation, which proclaims October 24, 2024 as Lights on Afterschool in Itasca County, in cooperation with the national celebration of promoting the importance of quality afterschool programs for our children, families, and communities.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

8. Storage Lease Agreement with ICAA

Motion To: Approve the 2024 Storage Lease Agreement with the Itasca County Agricultural Association and authorized the necessary signatures.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

9. National Hunger and Homelessness Awareness Month

Motion To: Adopt the Resolution Re: National Hunger and Homelessness Awareness Month in Itasca County, which designates the month of November 2024 as National Hunger and Homelessness Awareness Month and November 17-23, 2024 as National Hunger and Homelessness Awareness Week in Itasca County.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

VII. COMMISSIONER COMMENTS

Commissioner Snyder reported on his attendance at recent Fairgrounds Park Committee, Northern Counties Land Use Coordinating Board (NCLUCB), and Lake Jesse Township meetings, as well as a Forest Service Roads meeting.

Commissioner Smith reported on his attendance at a recent Forest Service Roads meeting.

Commissioner Venema reported on his attendance at recent Fair Board and Keewatin City Council meetings, as well as the Blandin Foundation Open House event.

Commissioner Johnson reported on his attendance at recent Blandin Foundation Open House and Habitat for Humanity Home Dedication events.

County Administrator Brett Skyles provided comment regarding the recent First Call for Help Open House event.

RECESS

Chair Johnson recessed the meeting at 2:53 PM.

RECONVENE

Chair Johnson reconvened the meeting at 3:00 PM, with all members present except District #4 vacant.

VIII. CLOSED SESSIONS

1. Closed Session Re: Labor Negotiations.

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

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

Others Present: Labor Attorney Scott Lepak (via virtual presence), County Auditor/Treasurer Austin Rohling, and County Administrator Brett Skyles.

Motion To: Go into Open Session.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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IX. ADJOURN

Chair Johnson adjourned the meeting at 3:35 PM.

ATTEST



John Johnson
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, October 8, 2024

RESOLUTION 2024-41

RE: KEEPING THE LIGHTS ON AFTER SCHOOL: A PROCLAMATION

WHEREAS, the citizens of Itasca County stand firmly committed to quality afterschool programs and opportunities because they:

- Provide safe and engaging learning experiences that help children realize their full potential and support their academic growth and well-being.
- Support working families by ensuring their children are safe and productive when they are out of their classrooms.
- Help address key issues in our state such as school absenteeism, learning loss recovery, and workforce development.
- Build stronger communities by involving students, parents, businesses, and volunteers in the lives of young people.
- Afterschool provides a solid return on investment. Every \$1 invested in afterschool programs saves at least \$3 by increasing kids' earning potential; improving kids' performance at school; and reducing crime and juvenile delinquency.

WHEREAS, afterschool programs provide critical support for children and youth, offering them new experiences and opportunities, along with hands-on learning, that help them learn and grow. Youth who attend afterschool programs attend school more often, do better in school, and gain important work and life skills. These supports are all the more important today.

WHEREAS, Itasca County is committed to the education and well-being of our youth and recognizes that quality afterschool programs prepare our children to become successful adults, and help our community thrive.

WHEREAS, Lights On Afterschool, the national celebration of afterschool programs held this year on October 24 promotes the importance of quality afterschool programs for our children, families, and communities.

WHEREAS, the demand for afterschool programs continues to grow; for every child in a program, four are waiting to get in.

WHEREAS, many afterschool programs face operating challenges so severe that they are forced to consider closing their doors and turning off their lights.

WHEREAS, Itasca County is committed to providing expanded learning opportunities that help our children learn, grow, and develop the skills essential for success in life and work.

THEREFORE BE IT RESOLVED that the Itasca County Board of Commissioners does hereby proclaim October 24, 2024, as "Lights On Afterschool Day;" and

BE IT FURTHER RESOLVED that the Governor enthusiastically endorses Lights On Afterschool and commits our state to engage in innovative afterschool programs and activities that ensure the lights stay on and the doors stay open for all children after school.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

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 8th day of October A.D. 2024 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 8th day of October A.D. 2024.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 8, 2024

RESOLUTION 2024-42

RE: NATIONAL HUNGER AND HOMELESSNESS AWARENESS MONTH IN ITASCA COUNTY

WHEREAS, the National Coalition for the Homeless is the sponsor of and have set November 2024 as National Hunger and Homelessness Month and November 17-23, 2024, as National Hunger and Homelessness Awareness Week; and

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable housing in Itasca County for low-income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS, the intent of Hunger and Homelessness Awareness month is consistent with local organizations who are committed to sheltering, providing supportive services as well as meals, basic needs and supplies to the homeless including; Kootasca Community Action, AEOA, Grace House, Northland Counseling Center, Salvation Army, Itasca County Veterans Services, Leech Lake Band of Ojibwe, Itasca County Health and Human Services, First Call for Help, Advocates for Family Peace and other Itasca Housing Resource Team members; and

WHEREAS, the Itasca County Board of Commissioners recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in Itasca County; and

WHEREAS, people experiencing unsheltered homelessness (those sleeping outside or in places not meant for human habitation) may be at risk for poor health conditions. Lack of housing contributes to poor physical and mental health outcomes, and connections to permanent housing for people experiencing homelessness should continue to be a priority.

NOW THEREFORE BE IT RESOLVED that the Itasca County Board of Commissioners hereby proclaims the month of November 2024 as Itasca County Hunger and Homelessness Awareness Month and November 17-23 as Itasca County Hunger and Homelessness Awareness Week.

BE IT FURTHER RESOLVED that the Itasca County Board of Commissioners encourages all citizens to recognize that many people do not have housing and need support from citizens, and private/public non-profit service entities.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

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 8th day of October A.D. 2024 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 8th day of October A.D. 2024.

A handwritten signature in black ink, appearing to read "Brett Skyles", written over a horizontal line.

Administrator



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, October 1, 2024

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

1. Approve the minutes of the Tuesday, September 24, 2024 County Board Regular Session.

V. RECOMMENDED FOR CONSENT AGENDA

1. Appoint Janet Bilden to the Water Plan Implementation Committee (WPIC) fulfilling an unexpired District #3 vacancy effective October 8, 2024 through December 31, 2027.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/08/2024 2:30 PM
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2. Approve a three-year Memorandum of Agreement (MOA) between Itasca County and University of Minnesota Extension and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/08/2024 2:30 PM
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3. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Grey Matter, LLC.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/08/2024 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
No citizen input provided.

2. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of October 2, 2024, in the amount of \$685,664.62.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

3. Facilities Department Position Reallocation

County Administrator Brett Skyles provided information regarding the request to approve the new Facilities Manager position and reallocation of one Grade 9 Facilities Management Supervisor position to the new Grade 14 Facilities Manager position.

It was the consensus of the County Board to direct staff to make changes to the qualifications for this position before bringing it back to the Board for consideration.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Letter of Request for Northwestern MN Juvenile Center Membership

Motion To: Approve a letter to Northwestern MN Juvenile Center requesting membership effective January 1, 2025, and authorize County Board, Sheriff, and HHS Director signatures.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

5. Contract Award for Bass Lake Park Project

Motion To: Award the 2024 Bass Lake Park Public Facility Improvement Project construction contract to the lowest responsible bidder, Gilbert Contracting Services, Inc., for the estimated amount of \$213,528.00 and authorize necessary signatures.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

6. IRRR Culture and Tourism Grant Application

Motion To: Adopt the Resolution Re: Bass Lake Park and Campground & Tourism Grant Application and authorize necessary signatures.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

7. Storage Lease Agreement with ICAA

Land Commissioner Kory Cease provided information regarding the request to approve the 2024 Storage Lease Agreement with the Itasca County Agricultural Association.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 10/08/2024 2:30 PM
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VII. COMMITTEE REPORTS

Commissioner Smith reported on his attendance at a recent Mississippi Headwaters Board meeting, as all as a PUC meeting regarding Biomass.

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

Commissioner Johnson reported on his attendance at recent Nursing Home Board, Emergency Communications Board, and Itasca Economic Development Corporation (IEDC) meetings.

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

Commissioner Smith provided comment regarding phone calls received relative to a recent scheduled burn in the Chippewa National Forest.

X. CLOSED SESSIONS**XI. ADJOURN**

Chair Johnson adjourned the meeting at 2:52 PM.

ATTEST

John Johnson
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, October 8, 2024

REQUEST FOR BOARD ACTION: RBA-2024-396

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Amanda Schultz

AGENDA ITEM:

Appointment - Water Plan Implementation Committee (WPIC)

BOARD ACTION REQUESTED:

Appoint Janet Bilden to the Water Plan Implementation Committee (WPIC) fulfilling an unexpired District #3 vacancy effective October 8, 2024 through December 31, 2027.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Water Plan Implementation Committee - Application - J Bilden
2. APPT WPIC - J Bilden

10/01/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/08/2024 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 8, 2024

REQUEST FOR BOARD ACTION: RBA-2024-385

DEPARTMENT: University of Minnesota Extension **TIME REQUESTED:** < 5 Minutes
PRESENTER: Keri Cavitt, Brett Skyles

AGENDA ITEM:
2025-2027 MOA with University of Minnesota Extension

BOARD ACTION REQUESTED:
Approve a three-year Memorandum of Agreement (MOA) between Itasca County and University of Minnesota Extension and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. 2025-2027 Itasca MOA Draft

10/01/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/08/2024 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

Agreement
Between the Regents of the University of Minnesota
And
Itasca County, Minnesota
For providing Extension programs locally and
employing Extension Staff

This Agreement ("Agreement") between the County of Itasca Minnesota ("County") and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 ("University") is effective January 1, 2025, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2025 and ending on December 31, 2027, unless earlier terminated as provided in paragraphs 9 and 10.

WITNESSETH:

WHEREAS, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

WHEREAS, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University's Director of Extension, or the Director's designee, as identified in Minn. Stat. §38.36, Subd. 3; and

WHEREAS, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

WHEREAS, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

NOW THEREFORE, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment the University's state-wide Extension programs (Programs) as detailed in Exhibit A, Table A. Exhibit A also details the University-hired administrative support specialists, short-term temporary casual program staff, and

the grant/partner-funded positions that the County supports. Program deliverables are listed in Exhibit B.

2. County recognizes that University costs for supporting these Programs and positions increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County's funding commitment, University agrees to hire, schedule, pay, and evaluate employees. University employees will follow University policies, procedures, contracts and labor agreements. University will provide salary and fringe benefits for the positions and, following University personnel guidelines, University will determine the salary adjustment of each University Extension employee. University will provide employee supervision, staff development, and performance management. University also agrees to provide Program leadership, connections to University research, enhanced programming from state/regional Extension employees, oversight for risk management and contract management, and payroll and accounting services, including reimbursing employees for business travel.

4. County agrees to provide local support in the form of a county-hired administrative support specialist or to contract with the University for administrative support. The County also agrees to provide office space, office furnishings, telephone, computer and printer, software, internet service, storage space, and general office supplies for the positions listed on Exhibit A. The University will recommend administrative support specialist responsibilities and technology needs (Exhibit C). Nevertheless, the County will determine the level of availability and type of local support as established in the annual budget.

5. University will bill the County quarterly and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County for the Program and University hired administrative support specialist positions shall be billed and paid in four (4) equal quarterly payments. University will bill the County for short-term temporary casual positions as outlined in Exhibit A.

6. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the Program with regional educators and/or temporary employees with the involvement and concurrence of the County. The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees. If the Program is reduced during a leave of absence, the University and County will mutually agree to the amount the invoice should be adjusted.

7. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired Program and position, University will hire new personnel with the involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the Program during the hiring process, the County will be billed at the contract price.

8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.37. The County Extension Committee will have the option to provide input to University on Programs as part of the University's annual Program evaluation. County and University will work together to address Program concerns. Program or personnel issues that cannot be resolved locally, should be addressed with the supervisor (Exhibit D - Org. Chart).

9. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the Program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of ninety (90) days prior notice if either party desires a change in Programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

10. If University or the County in good faith determines that funding is no longer available to support the Programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days' prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County:

If to University:

University of Minnesota
Minnesota Extension
Attn: Dean Beverly R. Durgan
240 Coffey Hall
1420 Eckles Avenue
St. Paul, MN 55108
E-mail: mnext@umn.edu

11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

12. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that 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 relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

14. With respect to their obligations under this Agreement, the University and the County are committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

– Signature Page Follows –

IN WITNESS WHEREOF, the parties by their respective authorized agents or officers have executed this Agreement.

County of Itasca

BY _____
Chair, County Board of Commissioners

DATE _____

Approved as to form:

BY _____
County Attorney

DATE _____

Regents of the University of Minnesota

BY _____
Dean, University of Minnesota Extension

DATE _____

Agreement between the Regents of the University of Minnesota through its Extension and Itasca County, Minnesota

Exhibit A: Extension Programs and Positions Supported by the County

The County has agreed to support the following University of Minnesota Extension Programs and positions. Package prices are based on a three-year commitment unless otherwise noted.

Table A: Programs

County agrees to provide the funds identified below to augment the following Extension Programs and positions. Package prices include salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Program/Position	2025		2026		2027	
	FTE	Price	FTE	Price	FTE	Price
Extension Educator, 4-H Youth Development	1	\$100,000	1	\$103,000	1	\$106,100
Extension Educator, 4-H Youth Development - In-School/Alternative Learning Center Programs (1.0 FTE)	0.2 County portion	\$20,000	0.2	\$20,600	0.2	\$21,220
Extension Educator, 4-H Youth Development - After-School programs (0.8 FTE)	0.1875 County portion	\$15,000	0.1875	\$15,450	0.1875	\$15,915
Total	1.3875	\$135,000	1.3875	\$139,050	1.3875	\$143,235

Table B: Administrative Support Specialist

County agrees to provide the funds identified below to support a University-hired Administrative Support Specialist in the County Extension Office. The Administrative Support Specialist is a bargaining unit employee, paid hourly. Full-time is 40 hours per week or 2080 hours per year. Unless otherwise specified, hours of work will be divided equally across 52 weeks. Package price includes salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced "Agreement."

Administrative Support	2025		2026		2027	
	Hours	Price	Hours	Price	Hours	Price
University-hired Administrative Support Specialist ²	2080	\$75,000	2080	\$77,250	2080	\$79,570
Total	2080	\$75,000	2080	\$77,250	2080	\$79,570

Table D: Grant/Partner Funded Positions

County is not obligated to provide funds and the University shall not bill for the following grant or partner-funded positions. County agrees to provide “local support” as specified in paragraph 4 of the Agreement unless otherwise specified. University agrees to provide salary, fringe, travel, and other expenses as described in paragraph 3 of the above-referenced “Agreement.”

Program	Position/Working Title	Grant/Funding Partner	Local Support
4-H Youth Development	Extension Educator, 4-H Youth Development - In-School/Alternative Learning Center Programs (.8 of 1.0 FTE)	Blandin Foundation	As specified in the Agreement, paragraph 4
4-H Youth Development	Extension Educator, 4-H Youth Development - After-School programs (0.6125 of 0.8 FTE)	Blandin Foundation	As specified in the Agreement, paragraph 4
Family, Health, and Wellbeing	SNAP-Ed Health & Wellness Coordinator	MN Dept of Human Services	As specified in the Agreement, paragraph 4 except for a computer

⁴ Insert row for each position. List Program: Agricultural and Natural Resources (ANR); Community Development (CD); Family, Health and Wellbeing (FHW); 4-H Youth Development (4-H). List Position/Working title and Grant/Funding Partner. This includes funds from the 4-H federation/council. Under local support, either include the statement “As specified in the Agreement, paragraph 4” or insert “As specified in the Agreement, paragraph 4 except for {list items not provided by county}.

Agreement between the Regents of the University of Minnesota through its Extension and Itasca County, Minnesota

Exhibit B: Program Deliverables

The University of Minnesota Extension offers the County four options for augmenting Extension programming locally. Deliverables within a county depend on the Program(s) selected (Exhibit A - Table A) and the level of investment in the Program.

4-H Youth Development:

1. The county 4-H program will be delivered to promote youth learning, leadership and service with research-based curricula and educational methods.
2. All 4-H'ers will have opportunities to showcase their learning, leadership and service at public events.
3. All 4-H'ers will have opportunities to participate in regional, state and national 4-H programs and events.
4. A volunteer system will be in place to recruit, train and engage adults to support the delivery of the county 4-H program.
5. Community needs and opportunities will be discussed and 4-H program plans, program calendar, impact reports and other communications will be shared with the County Extension Committee, 4-H membership and families, and other stakeholders.

Agriculture, Food and Natural Resources:

1. Extension educators will provide customized, research-based resources and education to meet identified County needs.
2. Extension educators will provide agricultural, horticultural, and natural resource adult education that is reliable and practical, using a variety of delivery methods/platforms.
3. Extension educators will provide technical assistance (phone, online, in-person) for homeowners and farmers.
4. Extension Master Gardener Volunteer Program coordinators will guide county volunteers in volunteer recruitment, training, and program delivery, with a focus on sharing research-based horticultural knowledge and practices, cultivating diverse collaborations, supporting project-based volunteer activities and inspiring change.
5. Extension educators and program coordinators will discuss county needs and share program goals, impact reports, calendar of events, newsletters, and other communications with the County Extension Committee and other stakeholders.

Family, Health and Wellbeing:

1. Extension Educators and SNAP Ed/EFNEP Health and Wellness Coordinators will promote health through education in family nutrition, family resource management/finances, family mental health, substance use and recovery, and/or parent education.
2. Extension Educators and SNAP ED/EFNEP Health and Wellness Coordinators will work with, adapt, and deliver programs for new, diverse, and historically underserved audiences.
3. Extension educators will develop, train, consult, implement, and evaluate educational programs based in scholarly/scientific research and community needs/assets.
4. Extension Educators will conduct applied research in collaboration with campus faculty and county partners, if applicable to local needs and demographic trends.
5. Extension will communicate with the County Extension Committee and other stakeholders by discussing community needs, sharing program goals to meet community needs, sharing impact reports, and discussing feedback for future programming.

Community Development:

1. Extension Educators will work with community leaders, including the County Extension Committee, to engage different segments of the community to understand and assess the issues affecting their community and its development.
2. Extension Educators will facilitate the development of an annual community development action plan that guides educational programming and applied research for the county on an annual basis and contributes to the development of a core \set of community development resources for the county.
3. Extension Educators will facilitate and support access to community development educational programming in the county such as programs in leadership development, tourism, entrepreneurship, workforce development, placemaking, and others tailored to the needs of the county.
4. Extension Educators will coordinate applied research programs that examine issues of community and economic development that help community leaders better understand these issues and inform actionable responses.
5. Extension Educators will evaluate the short and long-term impacts of community development programming in the county and share this information with the County Extension Committee and other stakeholders.

Agreement between the Regents of the University of Minnesota through its Extension and Itasca County, Minnesota

Exhibit C: University Recommendations

The County will determine the level of availability and type of local support as established in the annual budget. Per the Memorandum of Agreement, paragraph 4, the University offers the following recommendations for the time and responsibilities of county-hired administrative support specialists; and, technology support for Extension employees located in county Extension offices.

1. Technology recommendations for Extension employees located in county Extension offices

- Hardware: Laptop computer; keyboard and mouse; monitor; docking station; camera with microphone; and, printer or access to a shared printer for each employee.
 - A laptop computer is recommended over a desktop computer for ease of use offsite (e.g. county fair; programs)
- Software: Allow for installation, use, and updates to University-provided software on county hardware and networks: Google Workspace; Microsoft Office; Web Conferencing (e.g. Zoom); 4HOnline
 - Google Workspace is used by the University for email, shared calendars, online document editing and storage, and quick connections by chat or video.
 - Microsoft Office is used to create documents, spreadsheets, and presentations.
 - Web Conferencing tools, like Zoom, are used by the University for regularly scheduled internal and external meetings and training (e.g. updates on 4honline and fair entry software).
 - 4-HOnline is an online member enrollment and event management software used by Minnesota 4-H.
- Website Access:
 - University and Extension web pages are used for internal communication, accessing resources for program participants, and updating county websites.
- Social Media Access
 - Facebook and X (formerly Twitter) are used for promoting programming to the public, including 4-H members and volunteers.
- Access to electronic county forms/documents required for the position.
- Support from County IT.

2. Recommendations for time and responsibilities of county-hired administrative support specialists

- A minimum of 20 hours/week/year round (1040 hours) of support is recommended with additional hours needed as the size and scope of Programs increase.

- University-hired Administrative Support Specialist position description, copied below, is an example of tasks to be completed by a county-hired administrative support specialist.

Example Position Description
Extension Administrative Support Specialist

An Extension Administrative Support Specialist provides day-to-day operations including customer service and administrative support for all county Extension programs and activities. This position provides support for 4-H, Master Gardeners, Agriculture and Natural Resources, and SNAP Ed.

County Program Support

- Assists Extension staff in planning and developing resources and events.
- Assists in communicating Extension programs through website updates, social media, listservs, newsletters, and print and radio media.
- Helps to ensure Extension is adhering to applicable county and University policies.
- Provides direct and back-up support for the county 4-H program.
- Provides backup and backfill assistance for similar programs.

Office and General Administration

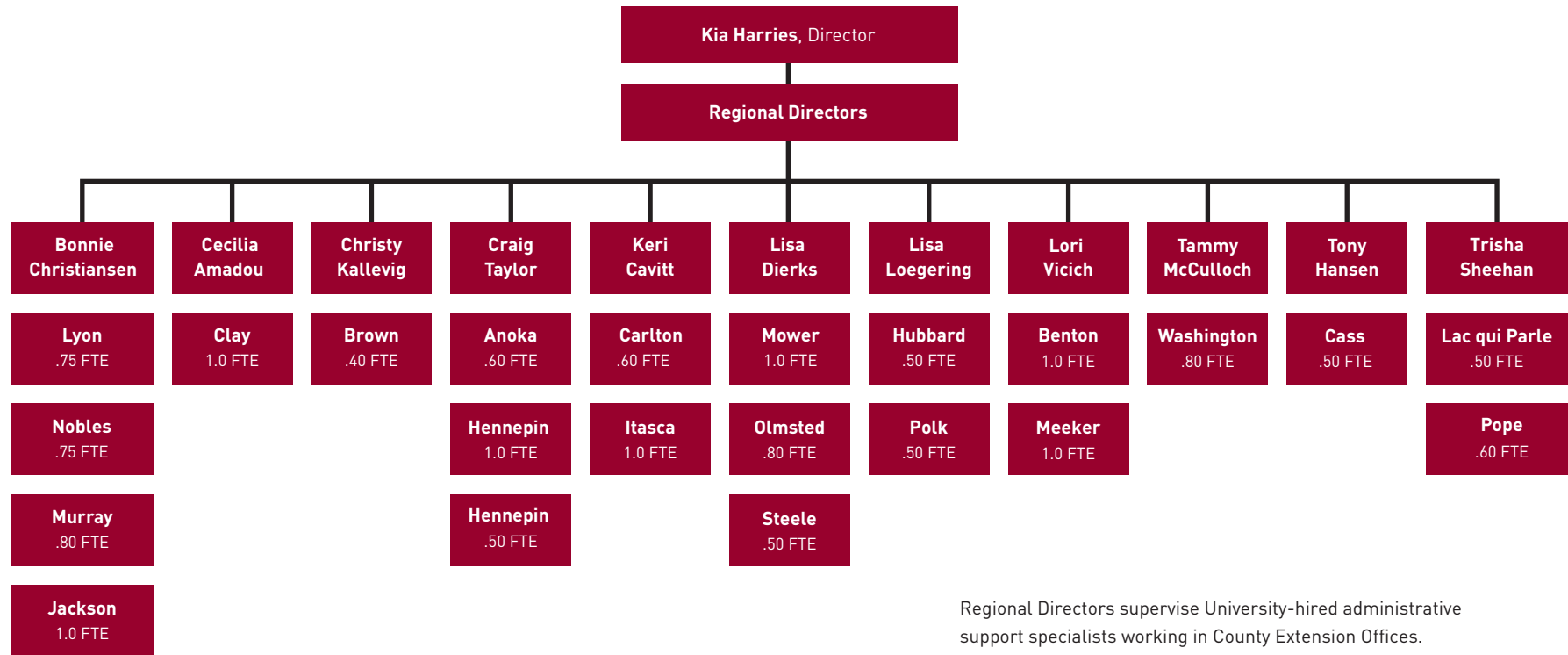
- Operates and maintains general office equipment; consults with IT as appropriate.
- Orders, maintains, and manages office supplies and publications for the department.
- Processes office mail.
- Maintains schedule for office meeting rooms.
- Participates in training, professional staff development, and conferences.
- Point of contact for the county Extension office; receives, greets, and responds to requests; provides resources and referrals to questions and distributes requests/messages to correct parties.
- Provides clerical and technical office support for all Extension programs and staff.
- Assists with creating and modifying electronic documents, brochures, program fliers, posters, reports, and correspondence. Prints, scans, and files materials.
- Provides support to the county Extension committee.
- Administers Extension Office accounting activities including deposits, accounts payable, and processing invoices and vouchers for payment reviews financial statements monthly.

Department of Youth Development

Jennifer Skuza
Associate Dean

Leah Larson Program Leader Central Region	Jan Derdowski Program Leader Northeast Region	Kari Robideau Program Leader Northwest Region	Kristen Hurley Program Leader Southeast Region	Nancy Hegland Program Leader Southwest Region
Anoka	Cook	Kittson	Goodhue	Martin
Carver	Lake	Roseau	Wabasha	Watonwan
Chisago	St. Louis	Lake of the Woods	Winona	Jackson
Scott	Carlton	Marshall	Houston	Cottonwood
Dakota	Pine	Polk	Fillmore	Redwood
Hennepin	Mille Lacs	Pennington	Olmsted	Renville
Washington	Kanabec	Red Lake	Dodge	Kandiyohi
Stearns	Morrison	Clearwater	Mower	Swift
Benton	Todd	Hubbard	Steele	Pope
Sherburne	Crow Wing	Wadena	Freeborn	Stevens
Isanti	Aitkin	Becker	Rice	Big Stone
Wright	Cass	Otter Tail	LeSueur	Lac Qui Parle
McLeod	Itasca	Douglas	Blue Earth	Yellow Medicine
Ramsey	Koochiching	Grant	Waseca	Lincoln
Meeker	Beltrami	Traverse	Faribault	Lyon
		Wilkin	Sibley	Pipestone
		Clay	Nicollet	Murray
		Becker	Blue Earth	Rock
		Mahnomen	Brown	Nobles
		Norman		Chippewa

Statewide Operations



UNIVERSITY OF MINNESOTA
EXTENSION



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 8, 2024

REQUEST FOR BOARD ACTION: RBA-2024-390

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Grey Matter, LLC

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Grey Matter, LLC.

BACKGROUND:

Previously reviewed and approved by County Attorney.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. PPA - Grey Matter, LLC
2. Provider Participation Agreement 2020 - 10.01.17

10/01/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 10/08/2024 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 8, 2024

REQUEST FOR BOARD ACTION: RBA-2024-103

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, October 8, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3563

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

Farewell to Rick Royal, whose last day as a Network Telecommunication Specialist in the MIS Department was September 27, 2024, after 27+ years of service.

Congratulations to Rachel Duell who transferred from Social Worker to Social Worker HCBS in the HHS Department, which was effective September 29, 2024.

Congratulations to Kim Lybrook who transferred from Social Worker to Social Worker HCBS in the HHS Department, which was effective September 29, 2024.

Farewell to Vanessa Boehland, whose last day as a Child Support Officer with Health and Human Services was October 4, 2024, after 2+ years of service.

Welcome to new employee, Courtney Beck, Assistant County Attorney, with the Attorney's Department, which was effective September 30, 2024.

Welcome to new employee, Sadie Barrett, Social Worker, with the HHS Department, which was effective September 30, 2024.

Welcome to new employee, Brandi Hidde, Social Worker, with the HHS Department, which was effective October 1, 2024.

Welcome to new employee, Cody Dillinger, Sheriff's Deputy/Road Deputy, with the Sheriff's Department, which was effective October 3, 2024.

Congratulations to Matthew Norton who transferred from Eligibility Specialist to Accounting Technician in the HHS Department, which was effective September 29, 2024.

Congratulations to Katherine Maurer who transferred from Eligibility Specialist to Social Worker in the HHS Department, which was effective September 29, 2024.

~~Congratulations to Lindsey Staydohar who transferred from Human Services Support Specialist to Eligibility Specialist in the HHS Department, which was effective September 29, 2024.~~

BACKGROUND:

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, October 8, 2024

REQUEST FOR BOARD ACTION: RBA-2024-401

DEPARTMENT: Human Resources

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Employee Recognition - Continuous Years of Service

BOARD ACTION REQUESTED:

To recognize County employees who have moved into a new benchmark recognition category during 2023 for continuous years of service.

BACKGROUND:

The Employee Recognition Program was launched in 1992 with the approval of the County Board. The Employee Recognition Program is recognition for the employees' service to Itasca County. The program provides for a time when the County Board and department managers formally express appreciation to employees for their contribution to the successful operations of Itasca County government. Letters of appreciation will be distributed to the employees via the department manager.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2023 Recognition

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2023 Employee Recognition Awards

5 continuous years (2018)	10 continuous years (2013)	15 continuous years (2008)	20 continuous years (2003)	25 continuous years (1998)	30 continuous years (1993)
Brian Herschbach	Megan Perrington	Paul Blain	Steven Worcester	Christopher Worth	Joyce Benes
Beau Thunshelle	Shane Troumbly	Joshua Nelson	Karin Grandia	Renata Rogalla	
Brandy Hanson	William Lindahl	Ryan Anttilla	Elizabeth Whirley	Peggy Wilson	
Anthony Wald	Shelley Kebart	Corey Hendershott		Robin Johnson	
Katie Benes	James Pietila	Joshua Oja		Shawn Racine	
Michael Loidolt	Vicki Sutherland	Michelle Anderson			
Cindy Bergman	Shelly Ladoux	Mark Ryan			
Nathan O'Brien	Tina Holets	Robert Rother			
Garrett Smith	Nikki Aronson	Andrew Furman			
Todd Perala	Keri Kessler	Ryan Sutherland			
Jonathan Heinrich	Erin Greniger				
Mark Wenho	Marnie Chupurdia				
Emilie Rondeau	Aaron Britton				
Nathan Morris	Michelle Tessin				
Brenda Harthan	Karen Yurrick				
Trisha Erickson	Jeffrey Diehl				
Teresa Hoey					
Jason Alstad					
David Clark					
Donald Roberts					
Brandon Schmid					
Angela Yeschick					
Nicholas Schreiber					
Zachery Heinrich					



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 8, 2024

REQUEST FOR BOARD ACTION: RBA-2024-126

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of October 9, 2024, in the amount of \$1,128,732.90.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 8, 2024

REQUEST FOR BOARD ACTION: RBA-2024-402

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Generator Maintenance Proposal

BOARD ACTION REQUESTED:

Approve the three-year Generator Maintenance Proposal with Ziegler/Cat for both Courthouse on-site back-up generators and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. ITASCA COUNTY GOVERNMENT CENTER (C004692) - 3 Year Maintenance Proposal v2
2. Signed_ITASCA COUNTY GOVERNMENT CENTER (C004692) - 3 Year Maintenance Proposal v2 - Fully Executed

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

8/13/2024

8050 COUNTY ROAD 101 EAST
SHAKOPEE, MN 55379
WWW.ZIEGLERCAT.COM/POWER

To:
Brett Skyles
ITASCA COUNTY GOVERNMENT CENTER
440 NE 1ST AVE
GRAND RAPIDS, MN 55744-2656

Dear Brett,

Enclosed is a 3 year Customer Support Agreement (CSA) for the following Engines :

Model(s): G3516 | 3412 |

Serial Number(s): E2400102 | 9EP02654 |

The payment price will not increase during the agreement period. If this agreement is acceptable, please sign, date, run copy for your file and return to me in the enclosed self-addressed envelope, fax to (952) 233-4676, or email to John.Meyer@zieglercat.com.

Please call me at 952-233-4381 with any questions you may have.

We appreciate your business and thank you.

Sincerely,

John Meyer
Customer Support Representative

CUSTOMER SUPPORT AGREEMENT

Date: 8/13/2024



Proposal No. 8558

8050 County Road 101 East
Shakopee, MN 55379
952-445-4292 / 888-320-4292

To:
Brett Skyles
ITASCA COUNTY GOVERNMENT CENTER
440 NE 1ST AVE
GRAND RAPIDS, MN 55744-2656

Re:
3 year Customer Support Agreement (CSA) for
MODEL: G3516 | 3412 |

SERIAL: E2400102 | 9EP02654 |

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

Enclosed is a 3 year Customer Support Agreement (CSA) for the following Engines :

Model(s): G3516 | 3412 |

Serial Number(s): E2400102 | 9EP02654 |

AGREEMENT START DATE: 9/1/2024

AGREEMENT END DATE: 8/31/2027

INVOICE FREQUENCY: ☐ Annually

INVOICE AMOUNT: \$16,703.13

IMPORTANT NOTES

- CUSTOMER SUPPORT AGREEMENT PRICING WILL NOT INCREASE DURING THE TERM OF THIS AGREEMENT.
- PRICE INCLUDES PARTS, LABOR, TRAVEL AND DISPOSAL OF ALL FLUIDS PER E.P.A. STANDARDS.
- TRAINED AND CERTIFIED ENGINE/GENERATOR TECHNICIANS WILL PERFORM ALL SERVICES.

TERMS AND CONDITIONS

- Agreement pricing is based upon generator run time between 0 and 250 hours per year (standby applications).
- Invoices will be sent on the first day of each invoicing period (i.e. monthly, quarterly, semi-annually or annually).
- Either party may cancel this agreement with a (60) sixty day written notice.
- This proposal is valid for (30) thirty days.
- Prices assume all services to be performed during normal business hours (7:30am - 4:00pm, M-F) unless otherwise specified.
- Pricing does not include local and/or state taxes. Taxes will be applied to invoices where applicable.
- Additional Terms and Conditions below.

ACCEPTED BY:

Please Sign Name: _____

Please Print Name: _____

Date: _____

Respectfully submitted,
Ziegler Power Systems

By: John Meyer

Customer Support Representative

Level Definitions

WatchGuard Level 2 (67-Point Inspection with Oil and Filter Change)

Includes the following:

- Level 1 Inspection
- Change engine oil
- Change engine oil filter(s)
- Change engine fuel filter(s)
- Inspect air filter(s)
- Disposal of old fluids per EPA standards
- Provide written report

MODEL: G3516 | SERIAL: E2400102

Level 2

Sep/2024 , Sep/2026

MODEL: 3412 | SERIAL: 9EP02654

Level 2

Sep/2024 , Sep/2026

WatchGuard Level 3 (Cooling System Service)

Includes the following:

- Drain and refill cooling system, add coolant additives
- Replace cooling systems hoses
- Replace engine thermostats (where applicable)
- Disposal of old fluids per EPA standards
- Provide written report

MODEL: G3516 | SERIAL: E2400102

Level 3

Comments: Natural Gas Extended Life Coolant

Sep/2026

MODEL: 3412 | SERIAL: 9EP02654

Level 3

Comments: Extended Life Coolant - Flush

Sep/2024

WatchGuard Level 5 (Load Bank Testing)

Includes the following:

- Engine load bank test (2 - hours)
- Provide written report

MODEL: G3516 | SERIAL: E2400102

Level 5

Comments: 2 Hour Loadbank

Sep/2025

MODEL: 3412 | SERIAL: 9EP02654

Level 5

Comments: 2 Hour Loadbank, High Voltage

Sep/2024

Watchguard Level 9 (Battery Replacement Program)

Includes the following services

- Complete electrical system check
- Battery charger adjustment
- Test engine starter amperage
- Removal and disposal of old lead acid batteries per EPA standards
- Installation of new, low antimony batteries specifically designed for standby applications
- Provide written report

MODEL: 3412 | SERIAL: 9EP02654

Level 9

Comments: Last Battery Replacement - FEB 2018

Sep/2024

Customer Requirements

It is the customer's responsibility to...

- Perform weekly and monthly inspections of the engine/generator
- Maintain written or computerized records of the weekly and monthly inspections.
- Contact Ziegler Power Systems with any problems or concerns noted during the weekly and monthly inspections.

Ziegler Power Systems Exclusion of Responsibility:

Ziegler Inc. is not responsible for...

- Providing a portable generator during repairs
- Fuel consumed by generator set during operation
- Building wiring
- System modifications
- Acts of nature, terrorism or war
- Uses of generator beyond rated capacity
- Main fuel tank or piping problems
- Emissions permitting
- Regulation changes
- State and local taxes
- Customer abuse/neglect

CUSTOMER VALUE AGREEMENT – TERMS AND CONDITIONS

- Customer agrees to the terms and conditions set forth on the preceding Customer Value Agreement Proposal (the "Proposal") and the following terms and conditions, including the websites referred to herein (together with the Proposal, the "Agreement"). Ziegler Inc. ("Ziegler") rejects all different or additional terms submitted by Customer, and any such terms shall be void.
- 1.Term. The Agreement shall begin on the Start Date and end on the End Date identified on page 1, unless earlier terminated as set forth herein.

- 2.Services. Ziegler will perform preventative maintenance services on the Engine(s) identified on page 1 in accordance with the Level Definitions set forth in the Proposal (collectively, the "Services"). All Services are subject to the exclusions and limitations set forth herein. Services include all parts, labor, travel and disposal of all fluids per U.S. Environmental Protection Agency standards. Except as otherwise agreed upon by Customer and Ziegler as noted on page 1, Services shall be performed during Ziegler's normal business hours (7:30 a.m. to 4:00 p.m., Monday through Friday). Services performed outside of Ziegler's normal business hours will be subject to additional charges. In the event Customer cancels scheduled Services on the day Services are to be performed, Customer shall pay a cancellation fee in the amount of travel time and mileage and will cooperate with Ziegler to re-schedule the cancelled Services. This Agreement is based upon equipment run time between 0 and 250 hours per year (standby applications); run time exceeding 250 hours per year may be subject to additional costs. Repairs classified outside the scope of the applicable service level will result in additional costs to Customer. Customer will have ten (10) days to reject the Services provided. If Customer rejects the services, it will do so by providing a written notice specifically identifying the manner in which the Services fail to materially comply with manufacturer's applicable specifications. Ziegler will be entitled to rely on all decisions and approvals of Customer in connection with the Services.
- 3.Payment. Customer will pay the Invoice Amount identified on page 1, plus any Additional Charges (as defined in Section 4 below), at the frequency set forth on page 1. The Invoice Amount will not increase during the term of the Agreement. Customer agrees to make payment to Ziegler Net 10th of the following month from the date of invoice. Late payments, which are not under any dispute, will result in default and a late fee of 1.5% per month (18% annual), which will be assessed on all past due amounts until paid in full. Any payments made will first be applied toward the late fee, then toward the past amount due. Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion upon Customer's failure to pay or comply with the payment requirements of this Agreement. All amounts due under this Agreement shall be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.Taxes, Licenses, Permits, and Additional Charges. Customer is responsible for all local and/or state sales and use taxes in connection with this Agreement. Taxes will be applied to invoices, where applicable, as required by law. Customer will obtain, at its sole cost and expense, all applicable licenses and permits (including emissions permitting) necessary for performance of the Services. Customer is responsible for service charges and environmental charges incurred in performing the Services (collectively, "Additional Charges") as communicated in advance by Ziegler.
- 5.Additional Services. Repairs or other work classified outside standard preventative maintenance services will result in additional costs to Customer and will be invoiced separately on a time and materials basis. Such services include, but are not limited to, any service that is considered electrical work pursuant to Minnesota Statutes, Section 326B.31, subdivision 17 or Iowa Code Title III, Section 103 (2022). A verbal commitment or authorization by Customer to perform such additional services will be binding on Customer and will entitle Ziegler to such additional compensation. Any repairs or other work performed outside of the original scope at the direction of Customer will be deemed to be included as Services hereunder.
- 6.Customer Obligations. Customer agrees to maintain the Engine(s) in accordance with the obligations below. Customer's failure to perform any of the following obligations will be considered a breach of this Agreement:
 - a.Operation and Regular Maintenance. Customer agrees to operate the Engine(s) only within its rated capacity. Customer agrees to perform weekly and monthly maintenance and inspections in accordance with manufacturer guidelines, as provided by Ziegler, and provide to Ziegler, upon reasonable request, written or computerized maintenance and inspection records. Customer further agrees to promptly contact Ziegler with any problems or concerns noted during the weekly and monthly inspections and Ziegler and Customer will work together to address such problems or concerns.
 - b.Equipment Access. Customer agrees to furnish safe, free, and full access to the Engine(s) to enable Ziegler employees to perform the Services. Customer will take all reasonably necessary steps to provide for the safety of all Ziegler employees performing the Services. Customer shall promptly notify Ziegler if, during the term of this Agreement, Customer observes or otherwise learns of any condition(s) which pose a threat to the safety of persons or property, adversely affects the Engine(s), or is in violation of any applicable federal, state, or local laws, rules or regulations.
 - c.Halt Operation. Customer agrees to shut an Engine down, if after inspection by Ziegler, it is determined that further operation of the Engine will result in imminent mechanical damage to the components covered in this Agreement.
- 7.Exclusions. Ziegler is not responsible for: (1) Customer's abuse or failure to maintain or operate equipment in accordance with the respective equipment manufacturer's operations and maintenance manual as provided by Ziegler in advance, (2) provision of rental equipment during repair, (3) fuel consumed by equipment during operation and performance of maintenance services, (4) building wiring, system modifications, main fuel tank or piping problems, (5) repairs or maintenance to building or enclosure, transformers, radiators, fuel tanks, or other components outside the scope of the Services, unless otherwise agreed to in writing by both parties, (6) unauthorized repairs or adjustments, or repairs or adjustments made by unauthorized person(s), (7) performance complaints, including but not limited to, any adjustments to fuel settings or programming of any electronic controls, (8) downtime or downtime -related expenses or economic loss, (9) extermination of any creature taking up residence in the generator enclosure or building, or (10) any Force Majeure Events (as defined in Section 17 below).
- 8.Indemnification. Subject to the limitations set forth in this Agreement, Ziegler shall indemnify Customer and its respective officers, directors, employees, agents, assigns and successors, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) (collectively, "Losses") for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Ziegler or Ziegler's officers, directors, employees, or agents in the performance and furnishing of the Services. Customer shall indemnify Ziegler, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, assigns and successors, against any Losses for death, personal injury, or damage to property to the

proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Customer or Customer's officers, directors, employees, or agents.

- 9. Insurance. Ziegler will maintain in full force and effect throughout the term of this Agreement the following forms of insurance: (a) worker's compensation and occupational disease insurance within statutory limits; (b) commercial general liability insurance, including products and completed operations, contractual liability, and personal injury, written on an occurrence basis, with limits not less than a combined single limit per occurrence of \$1,000,000, \$2,000,000 general aggregate for bodily injury and property damage; \$1,000,000 aggregate for products/completed operations; and \$1,000,000 per person for personal injury/advertising injury; (c) automobile liability insurance for vehicles owned or operated by Ziegler, its employees or agents, with combined bodily injury and property damage limits of liability of no less than \$1,000,000 per occurrence; and (d) excess liability insurance over that required in clauses (a), (b), and (c) above, under the umbrella form, with a limit of liability of no less than \$1,000,000 each occurrence. Upon request, Ziegler will provide to Customer a Certificate of Insurance evidencing Ziegler's compliance with such insurance requirements.
- 10. Damages; Maximum Liability. IN NO EVENT WILL ZIEGLER, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, DIMINUTION OF VALUE, LOSS OF USE, DOWNTIME OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT ZIEGLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL ZIEGLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO ZIEGLER HEREUNDER IN THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM.
- 11. Service Warranty. Ziegler warrants the Services will be performed in a professional, workmanlike manner, by qualified personnel consistent with industry standards, free from defects in workmanship for a period of 12 months from the date of completion of the Services, subject to the terms of the then-current Ziegler Power Systems Service Department Labor Warranty, a copy of which is available upon request. Warranty claims must be brought within the warranty period. Customer must provide prompt notice to Ziegler after discovery and before expiration of the warranty period. As Customer's sole and exclusive remedy, Ziegler, at Ziegler's sole discretion, will either re-perform the Service during Ziegler's normal business hours or refund all or part of the monies paid by Customer for the Service performed. Replacement parts shall be covered under the applicable warranty provided by the manufacturer. Non-Ziegler provided components are not covered by this warranty.
- 12. Disclaimer of Warranties. WITH THE EXCEPTION OF THE SERVICE WARRANTY PROVIDED IN SECTION 11, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ZIEGLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 13. Termination; Suspension.
 - a. Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party. In the event of early termination by Customer, Customer shall pay for all approved Services performed prior to the termination date.
 - b. If either party breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceedings, or makes an assignment for the benefit of creditors, the non-breaching party shall have the right to immediately terminate this Agreement by giving the breaching party written notice. In the event Customer breaches any provision hereof, and upon receipt of notice, Customer shall immediately pay Ziegler any monies due and owing up to the time of termination for Services performed. Notwithstanding the foregoing, if Customer fails to comply with the provision for Equipment Access in Section 6.b, Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion.
- 14. Data and Privacy. Ziegler and its partners, affiliates, subsidiaries, and third parties, including but not limited to suppliers, manufacturers, dealers, and service providers (collectively, "Ziegler Parties"), collect and share information relating to products, services, and customers as detailed in Ziegler's Privacy Policy and applicable manufacturers' statements located at www.zieglercat.com/privacy, which are hereby incorporated into this Agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to collect, process, and assess information, such as equipment locations, operating hours, health of equipment, and basic utilization (collectively, "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Ziegler Parties with a legitimate business reason to access the information, including, but not limited to, providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Customer understands that Telematics or other tools, as applicable, may have been activated on machines by Ziegler or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Customer upon request. Customer consents to the collection, use, storage, processing, sharing, and disclosure of such information by Ziegler Parties in accordance with this Agreement, Ziegler's Privacy Policy, and applicable manufacturers' statements.
- 15. Notices. All notices, requests, demands and other communications, including any notice of change of address, shall be sent by certified or registered mail with postage prepaid to the last designated address to the other party.
- 16. Compliance with Laws, Rules and Regulations. Each party agrees to comply with applicable federal, state, and local laws, rules, and regulations applicable to the Services in effect at the time of performance of the Services. Upon completion of the Services, Customer shall be responsible for complying with any changes in federal, state, and local laws, rules, and regulations.
- 17. Force Majeure. Ziegler will not be liable to Customer, and will not be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, to the extent the failure or delay is caused by or results from acts beyond Ziegler's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, cyber-attacks, riot or other civil unrest,

requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, epidemics or pandemics, labor stoppages or slowdowns or other industrial disturbances, concealed or unknown conditions at the site, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Ziegler's ability to perform will absolve Ziegler from any liability to Customer.

- 18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between Ziegler and Customer. Customer acknowledges and agrees that there are no oral or written contracts, agreements or warranties other than are set forth in this Agreement. No amendment or modification of this Agreement will be valid unless it is set forth in writing, signed by authorized representatives of both parties.
- 19. Waiver. No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement, in whole or in part, shall be construed to be a waiver of any subsequent breach of the same or any other provision.
- 20. Severability. Each portion of this Agreement is intended to be severable. If any term or provision hereof is held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 21. Survival. Any term or provision of this Agreement of an ongoing nature and/or which, by its nature and context, should reasonably be expected to survive the expiration or earlier termination of this Agreement, shall so survive such expiration or termination thereof.
- 22. Disputes; Governing Law. This Agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this Agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Ziegler, in its sole discretion, commences proceedings in a different jurisdiction or venue.
- 23. Counterparts; Electronic Signatures. This Agreement may be separately signed by Ziegler and Customer in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same Agreement. Customer agrees that the Electronic Signatures (whether digital or encrypted) included in this Agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

CUSTOMER SUPPORT AGREEMENT

Date: 8/13/2024



Proposal No. 8558

8050 County Road 101 East
Shakopee, MN 55379
952-445-4292 / 888-320-4292

To:
Brett Skyles
ITASCA COUNTY GOVERNMENT CENTER
440 NE 1ST AVE
GRAND RAPIDS, MN 55744-2656

Re:
3 year Customer Support Agreement (CSA) for
MODEL: G3516 | 3412 |

SERIAL: E2400102 | 9EP02654 |

WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS

Enclosed is a 3 year Customer Support Agreement (CSA) for the following Engines :

Model(s): G3516 | 3412 |

Serial Number(s): E2400102 | 9EP02654 |

AGREEMENT START DATE: 9/1/2024

AGREEMENT END DATE: 8/31/2027

INVOICE FREQUENCY: ☐ Annually
INVOICE AMOUNT: \$16,703.13

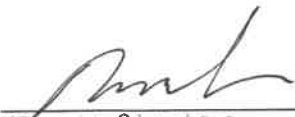
IMPORTANT NOTES

- CUSTOMER SUPPORT AGREEMENT PRICING WILL NOT INCREASE DURING THE TERM OF THIS AGREEMENT.
- PRICE INCLUDES PARTS, LABOR, TRAVEL AND DISPOSAL OF ALL FLUIDS PER E.P.A. STANDARDS.
- TRAINED AND CERTIFIED ENGINE/GENERATOR TECHNICIANS WILL PERFORM ALL SERVICES.

TERMS AND CONDITIONS

- Agreement pricing is based upon generator run time between 0 and 250 hours per year (standby applications).
- Invoices will be sent on the first day of each invoicing period (i.e. monthly, quarterly, semi-annually or annually).
- Either party may cancel this agreement with a (60) sixty day written notice.
- This proposal is valid for (30) thirty days.
- Prices assume all services to be performed during normal business hours (7:30am - 4:00pm, M-F) unless otherwise specified.
- Pricing does not include local and/or state taxes. Taxes will be applied to invoices where applicable.
- Additional Terms and Conditions below.

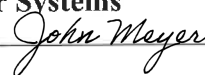
ACCEPTED BY:

Please Sign Name: 

Please Print Name: Brett Skyles

Date: 10/8/2024

Respectfully submitted,
Ziegler Power Systems

By: John Meyer 

Customer Support Representative

Level Definitions

WatchGuard Level 2 (67-Point Inspection with Oil and Filter Change)

Includes the following:

- Level 1 Inspection
- Change engine oil
- Change engine oil filter(s)
- Change engine fuel filter(s)
- Inspect air filter(s)
- Disposal of old fluids per EPA standards
- Provide written report

MODEL: G3516 | SERIAL: E2400102

Level 2

Sep/2024 , Sep/2026

MODEL: 3412 | SERIAL: 9EP02654

Level 2

Sep/2024 , Sep/2026

WatchGuard Level 3 (Cooling System Service)

Includes the following:

- Drain and refill cooling system, add coolant additives
- Replace cooling systems hoses
- Replace engine thermostats (where applicable)
- Disposal of old fluids per EPA standards
- Provide written report

MODEL: G3516 | SERIAL: E2400102

Level 3

Comments: Natural Gas Extended Life Coolant

Sep/2026

MODEL: 3412 | SERIAL: 9EP02654

Level 3

Comments: Extended Life Coolant - Flush

Sep/2024

WatchGuard Level 5 (Load Bank Testing)

Includes the following:

- Engine load bank test (2 - hours)
- Provide written report

MODEL: G3516 | SERIAL: E2400102

Level 5

Comments: 2 Hour Loadbank

Sep/2025

MODEL: 3412 | SERIAL: 9EP02654

Level 5

Comments: 2 Hour Loadbank, High Voltage

Sep/2024

Watchguard Level 9 (Battery Replacement Program)

Includes the following services

- Complete electrical system check
- Battery charger adjustment
- Test engine starter amperage
- Removal and disposal of old lead acid batteries per EPA standards
- Installation of new, low antimony batteries specifically designed for standby applications
- Provide written report

MODEL: 3412 | SERIAL: 9EP02654

Level 9

Comments: Last Battery Replacement - FEB 2018

Sep/2024

Customer Requirements

It is the customer's responsibility to...

- Perform weekly and monthly inspections of the engine/generator
- Maintain written or computerized records of the weekly and monthly inspections.
- Contact Ziegler Power Systems with any problems or concerns noted during the weekly and monthly inspections.

Ziegler Power Systems Exclusion of Responsibility:

Ziegler Inc. is not responsible for...

- Providing a portable generator during repairs
- Fuel consumed by generator set during operation
- Building wiring
- System modifications
- Acts of nature, terrorism or war
- Uses of generator beyond rated capacity
- Main fuel tank or piping problems
- Emissions permitting
- Regulation changes
- State and local taxes
- Customer abuse/neglect

CUSTOMER VALUE AGREEMENT – TERMS AND CONDITIONS

- Customer agrees to the terms and conditions set forth on the preceding Customer Value Agreement Proposal (the "Proposal") and the following terms and conditions, including the websites referred to herein (together with the Proposal, the "Agreement"). Ziegler Inc. ("Ziegler") rejects all different or additional terms submitted by Customer, and any such terms shall be void.
- 1.Term. The Agreement shall begin on the Start Date and end on the End Date identified on page 1, unless earlier terminated as set forth herein.

- 2.Services. Ziegler will perform preventative maintenance services on the Engine(s) identified on page 1 in accordance with the Level Definitions set forth in the Proposal (collectively, the "Services"). All Services are subject to the exclusions and limitations set forth herein. Services include all parts, labor, travel and disposal of all fluids per U.S. Environmental Protection Agency standards. Except as otherwise agreed upon by Customer and Ziegler as noted on page 1, Services shall be performed during Ziegler's normal business hours (7:30 a.m. to 4:00 p.m., Monday through Friday). Services performed outside of Ziegler's normal business hours will be subject to additional charges. In the event Customer cancels scheduled Services on the day Services are to be performed, Customer shall pay a cancellation fee in the amount of travel time and mileage and will cooperate with Ziegler to re-schedule the cancelled Services. This Agreement is based upon equipment run time between 0 and 250 hours per year (standby applications); run time exceeding 250 hours per year may be subject to additional costs. Repairs classified outside the scope of the applicable service level will result in additional costs to Customer. Customer will have ten (10) days to reject the Services provided. If Customer rejects the services, it will do so by providing a written notice specifically identifying the manner in which the Services fail to materially comply with manufacturer's applicable specifications. Ziegler will be entitled to rely on all decisions and approvals of Customer in connection with the Services.
- 3.Payment. Customer will pay the Invoice Amount identified on page 1, plus any Additional Charges (as defined in Section 4 below), at the frequency set forth on page 1. The Invoice Amount will not increase during the term of the Agreement. Customer agrees to make payment to Ziegler Net 10th of the following month from the date of invoice. Late payments, which are not under any dispute, will result in default and a late fee of 1.5% per month (18% annual), which will be assessed on all past due amounts until paid in full. Any payments made will first be applied toward the late fee, then toward the past amount due. Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion upon Customer's failure to pay or comply with the payment requirements of this Agreement. All amounts due under this Agreement shall be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4.Taxes, Licenses, Permits, and Additional Charges. Customer is responsible for all local and/or state sales and use taxes in connection with this Agreement. Taxes will be applied to invoices, where applicable, as required by law. Customer will obtain, at its sole cost and expense, all applicable licenses and permits (including emissions permitting) necessary for performance of the Services. Customer is responsible for service charges and environmental charges incurred in performing the Services (collectively, "Additional Charges") as communicated in advance by Ziegler.
- 5.Additional Services. Repairs or other work classified outside standard preventative maintenance services will result in additional costs to Customer and will be invoiced separately on a time and materials basis. Such services include, but are not limited to, any service that is considered electrical work pursuant to Minnesota Statutes, Section 326B.31, subdivision 17 or Iowa Code Title III, Section 103 (2022). A verbal commitment or authorization by Customer to perform such additional services will be binding on Customer and will entitle Ziegler to such additional compensation. Any repairs or other work performed outside of the original scope at the direction of Customer will be deemed to be included as Services hereunder.
- 6.Customer Obligations. Customer agrees to maintain the Engine(s) in accordance with the obligations below. Customer's failure to perform any of the following obligations will be considered a breach of this Agreement:
 - a.Operation and Regular Maintenance. Customer agrees to operate the Engine(s) only within its rated capacity. Customer agrees to perform weekly and monthly maintenance and inspections in accordance with manufacturer guidelines, as provided by Ziegler, and provide to Ziegler, upon reasonable request, written or computerized maintenance and inspection records. Customer further agrees to promptly contact Ziegler with any problems or concerns noted during the weekly and monthly inspections and Ziegler and Customer will work together to address such problems or concerns.
 - b.Equipment Access. Customer agrees to furnish safe, free, and full access to the Engine(s) to enable Ziegler employees to perform the Services. Customer will take all reasonably necessary steps to provide for the safety of all Ziegler employees performing the Services. Customer shall promptly notify Ziegler if, during the term of this Agreement, Customer observes or otherwise learns of any condition(s) which pose a threat to the safety of persons or property, adversely affects the Engine(s), or is in violation of any applicable federal, state, or local laws, rules or regulations.
 - c.Halt Operation. Customer agrees to shut an Engine down, if after inspection by Ziegler, it is determined that further operation of the Engine will result in imminent mechanical damage to the components covered in this Agreement.
- 7.Exclusions. Ziegler is not responsible for: (1) Customer's abuse or failure to maintain or operate equipment in accordance with the respective equipment manufacturer's operations and maintenance manual as provided by Ziegler in advance, (2) provision of rental equipment during repair, (3) fuel consumed by equipment during operation and performance of maintenance services, (4) building wiring, system modifications, main fuel tank or piping problems, (5) repairs or maintenance to building or enclosure, transformers, radiators, fuel tanks, or other components outside the scope of the Services, unless otherwise agreed to in writing by both parties, (6) unauthorized repairs or adjustments, or repairs or adjustments made by unauthorized person(s), (7) performance complaints, including but not limited to, any adjustments to fuel settings or programming of any electronic controls, (8) downtime or downtime -related expenses or economic loss, (9) extermination of any creature taking up residence in the generator enclosure or building, or (10) any Force Majeure Events (as defined in Section 17 below).
- 8.Indemnification. Subject to the limitations set forth in this Agreement, Ziegler shall indemnify Customer and its respective officers, directors, employees, agents, assigns and successors, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) (collectively, "Losses") for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Ziegler or Ziegler's officers, directors, employees, or agents in the performance and furnishing of the Services. Customer shall indemnify Ziegler, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, assigns and successors, against any Losses for death, personal injury, or damage to property to the

proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Customer or Customer's officers, directors, employees, or agents.

- 9. Insurance. Ziegler will maintain in full force and effect throughout the term of this Agreement the following forms of insurance: (a) worker's compensation and occupational disease insurance within statutory limits; (b) commercial general liability insurance, including products and completed operations, contractual liability, and personal injury, written on an occurrence basis, with limits not less than a combined single limit per occurrence of \$1,000,000, \$2,000,000 general aggregate for bodily injury and property damage; \$1,000,000 aggregate for products/completed operations; and \$1,000,000 per person for personal injury/advertising injury; (c) automobile liability insurance for vehicles owned or operated by Ziegler, its employees or agents, with combined bodily injury and property damage limits of liability of no less than \$1,000,000 per occurrence; and (d) excess liability insurance over that required in clauses (a), (b), and (c) above, under the umbrella form, with a limit of liability of no less than \$1,000,000 each occurrence. Upon request, Ziegler will provide to Customer a Certificate of Insurance evidencing Ziegler's compliance with such insurance requirements.
- 10. Damages; Maximum Liability. IN NO EVENT WILL ZIEGLER, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, DIMINUTION OF VALUE, LOSS OF USE, DOWNTIME OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT ZIEGLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL ZIEGLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO ZIEGLER HEREUNDER IN THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM.
- 11. Service Warranty. Ziegler warrants the Services will be performed in a professional, workmanlike manner, by qualified personnel consistent with industry standards, free from defects in workmanship for a period of 12 months from the date of completion of the Services, subject to the terms of the then-current Ziegler Power Systems Service Department Labor Warranty, a copy of which is available upon request. Warranty claims must be brought within the warranty period. Customer must provide prompt notice to Ziegler after discovery and before expiration of the warranty period. As Customer's sole and exclusive remedy, Ziegler, at Ziegler's sole discretion, will either re-perform the Service during Ziegler's normal business hours or refund all or part of the monies paid by Customer for the Service performed. Replacement parts shall be covered under the applicable warranty provided by the manufacturer. Non-Ziegler provided components are not covered by this warranty.
- 12. Disclaimer of Warranties. WITH THE EXCEPTION OF THE SERVICE WARRANTY PROVIDED IN SECTION 11, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ZIEGLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 13. Termination; Suspension.
 - a. Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party. In the event of early termination by Customer, Customer shall pay for all approved Services performed prior to the termination date.
 - b. If either party breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceedings, or makes an assignment for the benefit of creditors, the non-breaching party shall have the right to immediately terminate this Agreement by giving the breaching party written notice. In the event Customer breaches any provision hereof, and upon receipt of notice, Customer shall immediately pay Ziegler any monies due and owing up to the time of termination for Services performed. Notwithstanding the foregoing, if Customer fails to comply with the provision for Equipment Access in Section 6.b, Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion.
- 14. Data and Privacy. Ziegler and its partners, affiliates, subsidiaries, and third parties, including but not limited to suppliers, manufacturers, dealers, and service providers (collectively, "Ziegler Parties"), collect and share information relating to products, services, and customers as detailed in Ziegler's Privacy Policy and applicable manufacturers' statements located at www.zieglercat.com/privacy, which are hereby incorporated into this Agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to collect, process, and assess information, such as equipment locations, operating hours, health of equipment, and basic utilization (collectively, "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Ziegler Parties with a legitimate business reason to access the information, including, but not limited to, providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Customer understands that Telematics or other tools, as applicable, may have been activated on machines by Ziegler or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Customer upon request. Customer consents to the collection, use, storage, processing, sharing, and disclosure of such information by Ziegler Parties in accordance with this Agreement, Ziegler's Privacy Policy, and applicable manufacturers' statements.
- 15. Notices. All notices, requests, demands and other communications, including any notice of change of address, shall be sent by certified or registered mail with postage prepaid to the last designated address to the other party.
- 16. Compliance with Laws, Rules and Regulations. Each party agrees to comply with applicable federal, state, and local laws, rules, and regulations applicable to the Services in effect at the time of performance of the Services. Upon completion of the Services, Customer shall be responsible for complying with any changes in federal, state, and local laws, rules, and regulations.
- 17. Force Majeure. Ziegler will not be liable to Customer, and will not be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, to the extent the failure or delay is caused by or results from acts beyond Ziegler's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, cyber-attacks, riot or other civil unrest,

requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, epidemics or pandemics, labor stoppages or slowdowns or other industrial disturbances, concealed or unknown conditions at the site, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Ziegler's ability to perform will absolve Ziegler from any liability to Customer.

- 18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between Ziegler and Customer. Customer acknowledges and agrees that there are no oral or written contracts, agreements or warranties other than are set forth in this Agreement. No amendment or modification of this Agreement will be valid unless it is set forth in writing, signed by authorized representatives of both parties.
- 19. Waiver. No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement, in whole or in part, shall be construed to be a waiver of any subsequent breach of the same or any other provision.
- 20. Severability. Each portion of this Agreement is intended to be severable. If any term or provision hereof is held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- 21. Survival. Any term or provision of this Agreement of an ongoing nature and/or which, by its nature and context, should reasonably be expected to survive the expiration or earlier termination of this Agreement, shall so survive such expiration or termination thereof.
- 22. Disputes; Governing Law. This Agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this Agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Ziegler, in its sole discretion, commences proceedings in a different jurisdiction or venue.
- 23. Counterparts; Electronic Signatures. This Agreement may be separately signed by Ziegler and Customer in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same Agreement. Customer agrees that the Electronic Signatures (whether digital or encrypted) included in this Agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 8, 2024

REQUEST FOR BOARD ACTION: RBA-2024-399

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Austin Rohling, Gail Guck

AGENDA ITEM:

Reschedule 2025 Budget & Levy Public Meeting

BOARD ACTION REQUESTED:

Reschedule the 2025 Budget & Levy Public Meeting to Tuesday, December 3, 2024 beginning at 6:00 PM in the Itasca County Boardroom.

BACKGROUND:

This meeting may be part of a regularly scheduled meeting but must occur after 6:00 PM (MS 275.065 Subd. 1, 1d).

On 9/24/2024, this meeting was scheduled for 12/10/2024 which conflicts with the dates of the AMC Annual Conference.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 8, 2024

REQUEST FOR BOARD ACTION: RBA-2024-371

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Courtney Johnson

AGENDA ITEM:

Lights On Afterschool Proclamation

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Keeping the Lights On After School: A Proclamation, which proclaims October 24, 2024 as Lights on Afterschool in Itasca County, in cooperation with the national celebration of promoting the importance of quality afterschool programs for our children, families, and communities.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 8, 2024

RESOLUTION 2024-41

RE: KEEPING THE LIGHTS ON AFTER SCHOOL: A PROCLAMATION

WHEREAS, the citizens of Itasca County stand firmly committed to quality afterschool programs and opportunities because they:

- Provide safe and engaging learning experiences that help children realize their full potential and support their academic growth and well-being.
- Support working families by ensuring their children are safe and productive when they are out of their classrooms.
- Help address key issues in our state such as school absenteeism, learning loss recovery, and workforce development.
- Build stronger communities by involving students, parents, businesses, and volunteers in the lives of young people.
- Afterschool provides a solid return on investment. Every \$1 invested in afterschool programs saves at least \$3 by increasing kids' earning potential; improving kids' performance at school; and reducing crime and juvenile delinquency.

WHEREAS, afterschool programs provide critical support for children and youth, offering them new experiences and opportunities, along with hands-on learning, that help them learn and grow. Youth who attend afterschool programs attend school more often, do better in school, and gain important work and life skills. These supports are all the more important today.

WHEREAS, Itasca County is committed to the education and well-being of our youth and recognizes that quality afterschool programs prepare our children to become successful adults, and help our community thrive.

WHEREAS, Lights On Afterschool, the national celebration of afterschool programs held this year on October 24 promotes the importance of quality afterschool programs for our children, families, and communities.

WHEREAS, the demand for afterschool programs continues to grow; for every child in a program, four are waiting to get in.

WHEREAS, many afterschool programs face operating challenges so severe that they are forced to consider closing their doors and turning off their lights.

WHEREAS, Itasca County is committed to providing expanded learning opportunities that help our children learn, grow, and develop the skills essential for success in life and work.

THEREFORE BE IT RESOLVED that the Itasca County Board of Commissioners does hereby proclaim October 24, 2024, as "Lights On Afterschool Day;" and

BE IT FURTHER RESOLVED that the Governor enthusiastically endorses Lights On Afterschool and commits our state to engage in innovative afterschool programs and activities that ensure the lights stay on and the doors stay open for all children after school.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

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 8th day of October A.D. 2024 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 8th day of October A.D. 2024.



Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 8, 2024

REQUEST FOR BOARD ACTION: RBA-2024-395

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Storage Lease Agreement with ICAA

BOARD ACTION REQUESTED:

Approve 2024 Storage Lease Agreement with the Itasca County Agricultural Association and authorize the necessary signatures.

BACKGROUND:

The Fairgrounds Park Committee has reviewed storage rates and has recommended that the available fairgrounds buildings be leased for storage by the Itasca County Agricultural Association (ICAA). This would include boats, RVs, etc. and would be coordinated and implemented by ICAA. The proceeds from storage will be deposited into the ICAA Fairgrounds Park Maintenance Account and the security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2024 Storage Lease Agreement - ICAA

10/01/2024

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 10/08/2024 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

County of Itasca, Minnesota Storage Lease Agreement

This Agreement is made effective this 8th day of October, 2024 by and between **Itasca County** ("Lessor"); and **Itasca County Agricultural Association** ("Lessee"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

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

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

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

3. **Warranties.** Lessor does not warrant its title to the premises nor undertake to defend the Lessee in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages against Lessor by third parties as a result of this Agreement.
4. **Exhibits.** This Lease Agreement is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as **Exhibit A**. This Lease Agreement is also subject to such terms as are set forth in **Exhibit B** for Insurance and Indemnification requirements.

5. **Term.** The term of this Agreement shall commence on the date set forth on **October 8th, 2024** and shall end at 12:00 a.m. on **May 15th, 2025**. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the Special Conditions marked as **Exhibit A**.

6. **Lease Agreement-Fee.** In lieu of a lease fee, the lessee shall deposit all rental proceeds into the ICAA Fairgrounds Park Maintenance Account for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as **Exhibit A**.

7. **Security Deposit.** Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of five hundred dollars (\$500.00) as a security deposit. Such security deposit shall be considered as security for the payment and performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Upon the expiration of the term hereof, Lessor shall, provided that Lessee is not in default under the terms hereof, return and pay back such security deposit to Lessee as set forth below. In the event of any default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the security deposit to its original amount.

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

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

8. **Encumbrance.** This Agreement is subject to all existing easements, rights-of-way,

licenses, contracts, commingling contracts and other encumbrances upon the Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

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

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

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

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

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

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

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

10.6 Lessee may terminate this Agreement for good cause, which will be at the discretion of the Lessor. In the event that this Agreement is terminated for good cause at the discretion of the Lessor, the lease-fee shall not be refundable, and the security deposit

shall be handled in accordance with numbers 7, 7.1, and 7.2 above.

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

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

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

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

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

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

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

15. Right to Control. It is understood that the Lessor hereby reserves the right to control and manage the Premises and to enforce all necessary and proper rules for the management and operation of the Premises and for the Lessor employees or other authorized representatives to

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

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

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

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

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

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

Lessor

Itasca County Land Commissioner
Itasca County Land Department
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

Itasca County Auditor/ Treasurer
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, Minnesota 55744

Lessee

Itasca County Agricultural Association
1336 Fairgrounds Road
Grand Rapids, MN 55744

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

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

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

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

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

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

EXECUTION

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

Dated this **8th** day of **October 2024**.

Lessee: Itasca County Agricultural Association

Lessor: County of Itasca

By: _____

By: _____

Title: _____

Title: Chair of the Board of Commissioners

Exhibit A
Special Conditions Supplement
Storage Lease Agreement

This document shall be considered the Special Conditions to the Lease Agreement between **Itasca County**, hereinafter referred to as “Lessor”, and **Itasca County Agricultural Association** hereinafter referred to as “Lessee”, which was made effective on the **8th day of October, 2024**.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement with the following activities below:

Vehicle, boat and equipment storage using identified buildings of the Fairgrounds Park as indicated in the Lease Agreement and/or below:

Beef Barn, Cattle Barn, Horse Barn, Poultry and Multi-purpose Buildings

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

1. All storage payments will be deposited in the ICAA Fairgrounds Park Maintenance Account.
2. Lessee will be provided a key to the building and will be responsible for all placement and removal of all personal property.
3. Lessee hereby accepts liability for any and all damages to the above stated rental space and every part thereof caused by Lessee, his employees, lessees, or invitees, which occur during the period of this agreement.
4. Lessor, or his agents or employees, reserves the right to go upon the premises whenever Lessor deems it necessary to preserve person or property, for safety or for maintenance of the storage facility, but Lessor assumes no responsibility for tending to any property stored in said facility.
5. Lessor shall not be liable either jointly or severally for damage to person or property of the Lessee, his employees, licensees, or invitees, while the same are within the geographical limits of the storage facility that is occasioned by fire, explosions, theft, collision, acts of God, or any other cause. Lessor has made a diligent effort to secure said premises from theft or damage to the stored property, but it shall be the responsibility of the Lessee or his invitees to insure, at his own expenses, the property stored on the premises against said losses.
6. Lessee agrees to exercise due care in the occupation, possession, and use of the above stated storage and to vacate the same in good condition, wear and tear occasioned by normal use expected.
7. Lessee agrees to disconnect or remove all batteries from personal property stored on the premises.

8. A modification to the Indemnification and Insurance Policy by the County Board dated April 27, 2010 is approved as a minimum and required as follows: Auto Liability Insurance in the amount of \$1,000,000 combined single limit naming Itasca County as additional insured; and a signed Worker's Compensation Insurance Certificate of Compliance on file.

Emergency contact information:

Name: Lori Huber, President

Address: 1336 Fairgrounds Road
Grand Rapids, MN 55744

Phone: 218 326-6470 Office Direct

Phone: 1 218 259-3152 Mobile

Email: jcfair1336@gmail.com

Exhibit B

Storage Lease Agreement Indemnification and Insurance

- A. LESSEE agrees to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of LESSEE, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said LESSEE to perform fully, in any respect, all obligations under this contract.
- B. A modification to the Indemnification and Insurance Policy by the County Board dated April 27, 2010 is approved as a minimum and required as follows: Auto Liability Insurance in the amount of \$1,000,000 combined single limit naming Itasca County as additional insured; and a signed Worker's Compensation Insurance Certificate of Compliance on file. Considering the above modifications, LESSEE agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:
- a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	<u>Limits</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000
 - b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles

	<u>Limits</u>
	\$1,500,000
 - c. Workers' Compensation and Employer's Liability:

	<u>Statutory Limits</u>
If the LESSEE is based outside the State of Minnesota, coverage must apply to Minnesota Laws.	
 - d. Employer's Liability

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

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

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

LESSEE shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with COUNTY to the attention of: Land Commissioner, 1177 LaPrairie Avenue Grand Rapids, MN 55744. The Certificate shall:

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

- a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

- b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

Premises - Operations

Contractual Liability (including oral and written contracts)

Explosion, Collapse, Underground Property Damage (XCU)

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

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

- D. **LESSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**
- E. In addition to any other rights contained herein the COUNTY reserves the right to terminate, suspend or rescind this contract if the LESSEE is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against LESSEE. All insurance policies shall be open to inspection by the COUNTY upon written request.
- C. **LESSEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**
- D. In addition to any other rights contained herein the COUNTY reserves the right to terminate, suspend or rescind this contract if the LESSEE is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against LESSEE. All insurance policies shall be open to inspection by the COUNTY upon written request.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 8, 2024

REQUEST FOR BOARD ACTION: RBA-2024-398

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Ron Oleheiser

AGENDA ITEM:

National Hunger and Homelessness Awareness Month

BOARD ACTION REQUESTED:

Adopt the Resolution Re: National Hunger and Homelessness Awareness Month in Itasca County, which designates the month of November 2024 as National Hunger and Homelessness Awareness Month and November 17-23, 2024 as National Hunger and Homelessness Awareness Week in Itasca County.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 8, 2024

RESOLUTION 2024-42

RE: NATIONAL HUNGER AND HOMELESSNESS AWARENESS MONTH IN ITASCA COUNTY

WHEREAS, the National Coalition for the Homeless is the sponsor of and have set November 2024 as National Hunger and Homelessness Month and November 17-23, 2024, as National Hunger and Homelessness Awareness Week; and

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable housing in Itasca County for low-income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS, the intent of Hunger and Homelessness Awareness month is consistent with local organizations who are committed to sheltering, providing supportive services as well as meals, basic needs and supplies to the homeless including; Kootasca Community Action, AEOA, Grace House, Northland Counseling Center, Salvation Army, Itasca County Veterans Services, Leech Lake Band of Ojibwe, Itasca County Health and Human Services, First Call for Help, Advocates for Family Peace and other Itasca Housing Resource Team members; and

WHEREAS, the Itasca County Board of Commissioners recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in Itasca County; and

WHEREAS, people experiencing unsheltered homelessness (those sleeping outside or in places not meant for human habitation) may be at risk for poor health conditions. Lack of housing contributes to poor physical and mental health outcomes, and connections to permanent housing for people experiencing homelessness should continue to be a priority.

NOW THEREFORE BE IT RESOLVED that the Itasca County Board of Commissioners hereby proclaims the month of November 2024 as Itasca County Hunger and Homelessness Awareness Month and November 17-23 as Itasca County Hunger and Homelessness Awareness Week.

BE IT FURTHER RESOLVED that the Itasca County Board of Commissioners encourages all citizens to recognize that many people do not have housing and need support from citizens, and private/public non-profit service entities.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

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 8th day of October A.D. 2024 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 8th day of October A.D. 2024.

A handwritten signature in black ink, appearing to read "Brett Skyles", written over a horizontal line.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, October 8, 2024

REQUEST FOR BOARD ACTION: RBA-2024-400

DEPARTMENT: Administrative Services

TIME REQUESTED: 30 Minutes

PRESENTER: Chair

AGENDA ITEM:

Closed Session Re: Labor Negotiations

BOARD ACTION REQUESTED:

Hold a Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

BACKGROUND:

13D.03 CLOSED MEETINGS FOR LABOR NEGOTIATIONS STRATEGY.

Subdivision 2. **Meeting must be recorded.** (a) The proceedings of a closed meeting to discuss negotiation strategies shall be tape-recorded at the expense of the governing body. (b) The recording shall be preserved for two years after the contract is signed and shall be made available to the public after all labor contracts are signed by the governing body for the current budget period.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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