



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Thursday, December 12, 2024

1:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Johnson called the meeting to order at 1:30 PM.

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.12 (American Rescue Plan Request - Capital Analytics Associates) and approve the agenda, as amended.

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 Casey Venema
AYES: Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT: District #4

1. Approve the minutes of the Tuesday, December 3, 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 Casey Venema
AYES: Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT: District #4

1. Approve new 2025 tobacco license for Rocket's Liquor LLC, located at 45 E US Highway 2, Cohasset, MN 55721.

2. Approve Combination On-Sale/Off-Sale and Sunday Liquor Licenses renewal for Ruvy, Inc. dba Riley's Fine Food and Drink located at 46551 Riley Rd, Deer River, MN 56636-2456.
3. Approve Mail Ballot and Absentee Ballot election judges for the February 11th, 2025 Special Primary Election and April 8th, 2025 Special General Election as follows: Doug Braff, Ruth Ann Connolly, Karen Lucachick, Jeff Frazier, Ann Hauser, Marge Sutherland, Dwight Kessler, Sheila Hunter, Sammy Christensen, Emily Christensen, Kathy Krook, Gail Guck, Melissa Skoglund, Tony Fremont, Hollie Hornstra, Jenna Madoll, Michelle Jensen, Kristina Loch, Michael Loidolt, Carolyn Randall and trained alternates as needed.
4. Approve and accept the Itasca County Health and Human Services 2025 Purchase of Service Contracts and corresponding contract rates; and authorize County Board Chair and Health and Human Services Director to sign said contracts.
5. Authorize the IMCare Director to sign the 2024 Statement of Work.
6. Approve the reallocation of one (1) open Health Educator position to one (1) Public Health Nurse position.
7. Award contract 67009 for two CSAH 70 Bridge Replacements to the S & R Reinforcing, Inc. and authorize required signatures on the contract documents.
8. Award the 2026 Containerized Seedling Contract to PRT USA, Inc. in the amount of \$48,462.60 to be paid from the Forest Resources Fund 12 and authorize necessary signatures.

VI. REGULAR AGENDA

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

Congratulations to Terasa Anderson, who transferred from Medical Claims Examiner to Data Project Coordinator in the HHS Department, which was effective November 24, 2024.

Congratulations to Tami Elich, who transferred from Lead Eligibility Specialist to Child Support Officer with the HHS Department effective on December 9, 2024.

Congratulations to Renata Rogalla, who transferred from Administrative Specialist to Real Estate Specialist with the Land Department effective on November 24, 2024.

Welcome to new employee, Donald Snow, Jr., Highway Maintenance Worker with the Transportation Department, effective December 9, 2024.

Welcome to new employee, Bennett Nesheim, Mechanic/Welder with the Transportation Department, effective December 9, 2024.

Congratulations to Jayme Gabler, who transferred from Public Health Educator to Public Health Nurse with HHS effective on December 1, 2024.

Welcome to new employee, Jacque Chamberlain, Eligibility Specialist with the HHS Department which was effective on December 9, 2024.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of December 11, 2024, in the amount of \$953,789.50.

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

4. American Rescue Plan (ARP) Request – Itasca County Transportation Department

Motion To: Approve the American Rescue Plan (ARP) Request, in the amount of \$70,000, from the Itasca County Transportation Department for Commissioner District #4 Unorganized Township Road Improvement projects.

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

5. American Rescue Plan (ARP) Request – Kiesler Wellness Center

Motion To: Approve additional American Rescue Plan (ARP) Funds in the amount of \$623.73 to the Kiesler Wellness Center for a Suicide and the Impact Left Behind project.

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

6. Service Contract – Itasca Economic Development Corporation

County Administrator Brett Skyles provided information regarding the request to approve a one-year extension to the Service Contract between Itasca County Administration and Itasca Economic Development Corporation (IEDC) for provision of consultant services in the amount of \$85,000.

RESULT:	RECOMMENDED FOR DISCUSSION/INFO NEXT: 12/17/2024 2:30 PM
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7. Service Contract – Community and Economic Development Associates

Motion To: Approve a one-year extension to the Service Contract between Itasca County Administration and Community and Economic Development Associates (CEDA) for provision of consultant services in the amount of \$108,129, with addition of quarterly updates and equal focus on business development as trail development.

RESULT:	APPROVED (3 TO 1)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Casey Venema
NAYS:	John Johnson
VACANT:	District #4

8. 2022-2024 Collective Bargaining Agreement – LELS 494 Corrections Unit

Motion To: Adopt the Resolution Re: Approving the Arbitration Award Covering the Collective Bargaining Agreement Between the County of Itasca and Law Enforcement Labor Services, Inc. Representing the Corrections Unit, Local 494, for the Calendar Years 2022, 2023, and 2024, and authorize necessary signatures to execute the contract for the collective bargaining agreement between Itasca County and Law Enforcement Labor Services, Inc. for calendar years 2022, 2023, and 2024.

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

9. Teams Conference Room Audio Video Equipment Purchase

Motion To: Approve the purchase of equipment for Teams Conferences and Presenting in Conference Rooms.

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

10. Project Labor Agreements for 2025 Highway Construction Projects

Motion To: Approve the attachment of the CSAH 32 and CSAH 24 projects to the CSAH 29 project.

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

Motion To: Approve the attachment of the CSAH 59 project to the CSAH 8 project and approve the requirement of a PLA on said project.

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

Motion To: Approve the requirement of a PLA on the CSAH 7 project.

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

Motion To: Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2025 Transportation Department Projects - Project Labor Agreements Worksheet," as amended to remove the projects of CSAH 32, CSAH 24, CSAH 59, CSAH 8, and CSAH 7.

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

11. MnDOT Limited Use Permit Resolution

Motion To: Adopt the Resolution Re: Authorizing Execution of Limited Use Permit between Itasca County and the Commissioner of Transportation, State of Minnesota.

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

12. American Rescue Plan (ARP) Request – Capital Analytics Associates

Motion To: Approve the American Rescue Plan (ARP) Request, in the amount of \$5,000, from Capital Analytics Associates for a Digital Advertisement for Itasca County project.

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 provided comment on his attendance at recent Itasca County Township Association (ICTA), Trails Task Force, and Blandin Advisory Group meetings.

Commissioner Smith provided comment on his attendance at recent Western Trails Association and Avenue of the Pines meetings, as well as urging the public to exercise caution on area snowmobile trails particularly as it relates to waters that have not yet frozen.

Commissioner Venema provided comment on his attendance at the recent Association of Minnesota Counties (AMC) Annual Conference.

Commissioner Johnson provided comment to recognize December 11, 2024 as County, City, Tribal and State Health and Human Services Worker Day, as proclaimed by Governor Walz, and expressed gratitude for Congressman Stauber's recognition of late County Commissioner Burl Ives.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Johnson adjourned the meeting at 2:29 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

Thursday, December 12, 2024

RESOLUTION 2024-52

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

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

WHEREAS, the arbitration award is binding on the parties.

NOW THEREFORE BE IT RESOLVED, that the County Board approves the arbitration award and that the representatives for the County are authorized and directed to execute the original contract(s).

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

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 12th day of December 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 12th day of December A.D. 2024.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Thursday, December 12, 2024

RESOLUTION 2024-53

**RE: AUTHORIZING EXECUTION OF LIMITED USE PERMIT BETWEEN ITASCA COUNTY AND
THE COMMISSIONER OF TRANSPORTATION, STATE OF MINNESOTA**

WHEREAS, the Itasca County Land Department, in coordination with the Greenway Snowmobile Club, will construct, maintain, and operate a snowmobile trail in the right of way of US Trunk Highway 2, and crossings at State Trunk Highway 65; and

WHEREAS, the Itasca County Board of Commissioners wishes to enter into an agreement with the Minnesota Department of Transportation providing for the limited use of certain right of way of Trunk Highway 2 and 65; and

WHEREAS, the State of Minnesota, through the Minnesota Department of Transportation, will grant a Limited Use Permit to Itasca County within the right of way of Trunk Highway 2 and 65; and

WHEREAS, the Itasca County Board of Commissioners does hereby authorize the County of Itasca to enter into an agreement with the Commissioner of Transportation of the State of Minnesota providing limited use, under the terms and conditions set forth therein, of certain right of way of Trunk Highway 2 and 65.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners does hereby authorize the County Board Chair and County Administrator to sign any and all documents with the limited use agreement.

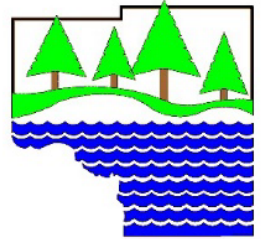
RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

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 12th day of December 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 12th day of December A.D. 2024.

Administrator



December 12, 2024

Chair:

PULL: None

ADDITIONS:

1. Item #6.12 Re: American Rescue Plan (ARP) Request – Capital Analytics Associates

CHANGES: None

INFORMATIONAL: None



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, December 3, 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	Absent	
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: Pull Items #6.8 (American Rescue Plan Request – Bigfork Township), #6.9 (Service Contract – Itasca Economic Development Corporation), and #6.10 (Service Contract – Community and Economic Development Associates, renumber Item #5.6 (Scenic Buck Lake Pit Expansion Project) as Item #6.11 and approve the agenda, as amended.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

1. Approve the Draft 2 minutes of the Tuesday, November 26, 2024 County Board Regular Session.

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve and accept the Itasca County Health and Human Services 2025 Purchase of Service Contracts and corresponding contract rates; and authorize County Board Chair and Health and Human Services Director to sign said contracts.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 12/12/2024 1:30 PM
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2. Authorize the IMCare Director to sign the 2024 Statement of Work.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 12/12/2024 1:30 PM
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3. Approve the reallocation of one (1) open Health Educator position to one (1) Public Health Nurse position.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 12/12/2024 1:30 PM
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4. Award contract 67009 for two CSAH 70 Bridge Replacements to the S & R Reinforcing, Inc. and authorize required signatures on the contract documents.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 12/12/2024 1:30 PM
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5. Award the 2026 Containerized Seedling Contract to PRT USA, Inc. in the amount of \$48,462.60 to be paid from the Forest Resources Fund 12 and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 12/12/2024 1:30 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 December 4, 2024, in the amount of \$133,008.69.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

3. Committee for Local Cannabis Management
Environmental Services Director Katie Benes and Public Health Division Manager Naesa Myers provided information regarding the request to establish a Local Cannabis Management Committee to discuss whether there is a need for local regulation of adult-use cannabis, as well as to assign responsibilities handed down by the State.

It was the consensus of the County Board to direct staff to establish a committee of Itasca County staff, Commissioners, and others.

4. Project Labor Agreements for 2025 Highway Construction Projects
Assistant County Engineer Ryan Sutherland provided information regarding the request to authorize the County Transportation Department to not require PLA's on the list of projects entitled "2025 Transportation Department Projects – Project Labor Agreements Worksheet."

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 12/12/2024 1:30 PM
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5. Itasca County Habitat for Humanity Presentation
Executive Director Jamie Mjolsness Gibeau provided an Itasca County Habitat for Humanity presentation and Robert Ronning provided a Partner Family Testimony.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Kiesler Wellness Center Presentation
Director Steven Loney and Mike Garner provided a Kiesler Wellness Center presentation, including information regarding the Suicide and the Impact Left Behind project.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. American Rescue Plan (ARP) Request – Kiesler Wellness Center

Motion To: Approve the American Rescue Plan (ARP) request, in the amount of \$7,000, from the Kiesler Wellness Center for a Suicide and the Impact Left Behind project.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

11. Scenic Buck Lake Pit Expansion Project

Motion To: Approve service contract with TNT Construction Group LLC, for expansion of the Scenic Buck Lake Pit and authorize the necessary signatures.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Terry Snyder
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

VII. COMMITTEE REPORTS

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding the reopening of 5th Street, which had been partially closed for the Correctional Facility/Courts construction project.

IX. COMMISSIONER COMMENTS

RECESS

Chair Johnson recessed the meeting at 3:25 PM.

RECONVENE

Chair Johnson reconvened the meeting at 6:00 PM, with all members present except Smith absent and District #4 vacant.

X. PUBLIC MEETING

1. Public Meeting & Adoption of Levy and Budget

County Auditor Austin Rohling presented information regarding the County budget process, proposed expenditures, proposed revenues and revenue sources, proposed levy and levy history, and proposed tax analysis.

Motion To: Adopt the Resolution Re: 2025 County Levy, which sets the 2025 Levy & Budgets for Itasca County, and authorizes the County Auditor/Treasurer to transfer funds to cover any fund balances that are in a deficit.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Terry Snyder, John Johnson, Casey Venema
ABSENT:	Cory Smith
VACANT:	District #4

XI. ADJOURN

Chair Johnson adjourned the meeting at 6:14 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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-467

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

New Tobacco License

BOARD ACTION REQUESTED:

Approve new 2025 tobacco license for Rocket's Liquor LLC, located at 45 E US Highway 2, Cohasset, MN 55721.

BACKGROUND:

Luke Garner will take ownership January 2, 2025.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-477

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

Liquor License Renewal

BOARD ACTION REQUESTED:

Approve Combination On-Sale/Off-Sale and Sunday Liquor Licenses renewal for Ruvy, Inc. dba Riley's Fine Food and Drink located at 46551 Riley Rd, Deer River, MN 56636-2456.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-479

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

Mail Ballot and Absentee Election Judges

BOARD ACTION REQUESTED:

Approve Mail Ballot and Absentee Ballot election judges for the February 11th, 2025 Special Primary Election and April 8th, 2025 Special General Election as follows: Doug Braff, Ruth Ann Connolly, Karen Lucachick, Jeff Frazier, Ann Hauser, Marge Sutherland, Dwight Kessler, Sheila Hunter, Sammy Christensen, Emily Christensen, Kathy Krook, Gail Guck, Melissa Skoglund, Tony Fremont, Hollie Hornstra, Jenna Madoll, Michelle Jensen, Kristina Loch, Michael Loidolt, Carolyn Randall and trained alternates as needed.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-472

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

Itasca County Health and Human Services 2025 Purchase of Service Contracts

BOARD ACTION REQUESTED:

Approve and accept the Itasca County Health and Human Services 2025 Purchase of Service Contracts and corresponding contract rates; and authorize County Board Chair and Health and Human Services Director to sign said contracts.

BACKGROUND:

The Purchase of Service Contracts are annual provider contracts.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. ICHHS Mental Health Contract Rates - Ex A 2025
2. ICHHS POS Contract Rates 2025

12/3/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 12/12/2024 1:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

EXHIBIT "A"

ITASCA COUNTY MENTAL HEALTH CONTRACT RATES
Effective 1/1/2025

Service Description		Procedure	Proposed Rates
437	Employability	Facility Emp	\$20.00/day
		Supported Emp	\$20.00/day \$11.00/half day
443	Housing Subsidy		\$65.00/hr.
454	Interagency Team Psych Consultation		\$150.00/hr
490	Child Rule 79 Case Management The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. CMH-TCM (includes children 18-21) the default rate with a caseload size of 15	T2023	\$799.00
491	Adult Rule 79 Case Management The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26	T2023	\$462.00
492	Child Welfare Targeted Case Management The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. CW-TCM the default rate with a caseload size of 25	T2023	\$479.00
408	Outpatient Diag Assess	90791	\$148.12/session
		90792	\$165.44/session
454	Outpatient Medication Monitoring (maximum 8units/yr	99213	\$68.32/session
468	Adult Day Treatment (maximum 156 hrs/yr	H2012	\$20.41/hr

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

CONTRACT	2024 CONTRACT RATES	2025 CONTRACT RATES
ABSOLUTE PCA GUARDIANSHIP/CONSERVATORSHIP	County Funded Homemaker: \$20.16 per hour \$ 5.04 per 15 min Guardianship/Conservatorship \$60.00 per hour	Guardianship/Conservatorship \$60.00 per hour
ACCESS NORTH SEMI INDEPENDENT LIVING SERVICES (SILS)	\$33.98 PER HOUR \$ 8.49 PER 15 MIN	\$33.98 PER HOUR \$ 8.49 PER 15 MIN
ADVOCATES FOR FAMILY PEACE - INTERVENTION PROGRAM	INTERVENTION PROGRAM	INTERVENTION PROGRAM
AEOA – MEALS	COUNTY PAID MEALS Congregate or home delivered meals 13,950 @ \$1.32	COUNTY PAID MEALS Congregate or home delivered meals 13,950 @ \$1.32
AEOA – MFIP	\$141,381.00 DWP & MFIP PROGRAM \$ 19,357.00 ADMINISTRATION \$ 22,500.00 SUPPORTED WORK	\$141,381.00 DWP & MFIP PROGRAM \$ 19,357.00 ADMINISTRATION \$ 22,500.00 SUPPORTED WORK
AMBULANCE - BIGFORK	Pay the contractor \$15,000.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period Jan 2024-Dec 2024. The Agency will pay ambulance contractor \$125.00 (maximum) for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of \$350.00 for behavioral calls for each uncollectible transport.	Pay the contractor \$18,750.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period Jan 2025-Dec 2025. The Agency will pay ambulance contractor \$125.00 (maximum) for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of \$350.00 for behavioral calls for each uncollectible transport.
AMBULANCE -DEER RIVER	Pay the contractor \$10,000.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period Jan 2024-Dec 2024. The Agency will pay ambulance contractor \$125.00 (maximum) for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of \$350.00 for behavioral calls for each uncollectible transport.	Pay the contractor \$10,000.00 each year for past ambulance services provided by the contractor. Contract period Jan 2025-Dec 2025. The Agency will pay ambulance contractor \$125.00 (maximum) for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of \$350.00 for behavioral calls for each uncollectible transport.
AMBULANCE - NASHWAUK	Pay the contractor \$15,000.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period Jan 2024-Dec 2024. The Agency will pay ambulance contractor \$125.00 (maximum) for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of \$350.00 for behavioral calls for each uncollectible transport.	Pay the contractor \$18,750.00 in the months of March, June, September, and December of each year for past ambulance services provided by the contractor. Contract period Jan 2025-Dec 2025. The Agency will pay ambulance contractor \$125.00 (maximum) for coroner calls transported to a funeral home or morgue after an invoice for said transports is received. Itasca County will reimburse the Contractor a sum of \$350.00 for behavioral calls for each uncollectible transport.

CONTRACT	2024 CONTRACT RATES	2025 CONTRACT RATES
PATTY BEECH	07/01/2022 – 12/31/2022, EXTENDED THROUGH 06/30/2025	07/01/2022 – 12/31/2022, EXTENDED THROUGH 06/30/2025
BRIDGE RESIDENTIAL FACILITY LLC DOC RESIDENTIAL SERVICES FOR MALES	LICENSED FOR 9 INDIVIDUALS @ \$255.00/DAY	LICENSED FOR 9 INDIVIDUALS @ \$255.00/DAY
CHILDRENS' MENTAL HEALTH/REACH MENTAL HEALTH CASE MANAGEMENT	Diagnostic Assessment Interactive 90791 + 90785 \$164.76 Diagnostic Extended 90791 TG \$298.27 Diagnostic Brief 90791 52/HN \$ 99.88 Diagnostic Assessment Interactive/Extended 90791 TG/HN \$348.09 Diagnostic Assessment 90791, 90791 HN session \$152.23 The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26 = \$446.00 CMH-TCM (includes children 18-21) the default rate with a caseload size of 15 = \$772.00	Diagnostic Assessment Interactive 90791 + 90785 \$160.53 Diagnostic Extended 90791 TG \$298.27 Diagnostic Brief 90791 52/HN \$ 99.88 Diagnostic Assessment Interactive/Extended 90791 TG/HN \$348.09 Diagnostic Assessment 90791, 90791 HN session \$148.12 The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26 = \$462.00 CMH-TCM (includes children 18-21) the default rate with a caseload size of 15 = \$799.00
COMPASS NORTH PSYCHOLOGICAL SERVICES, INC. ADULT RULE 79 CASE MANAGEMENT	ADULT RULE 79 CASE MANAGEMENT RATE - The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26 = \$446.00	ADULT RULE 79 CASE MANAGEMENT RATE - The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26 = \$462.00
CORTESE, PATRICIA RULE 5 MENTAL HEALTH SCREENINGS AND DIAGNOSTIC ASSESSMENTS	Rule 5 Screenings \$100.00 per screening Diagnostic Assessments \$152.23 per session Clinical Supervision \$ 85.00 per hour Mileage at Federal Reimbursable Rate	Rule 5 Screenings \$100.00 per screening Diagnostic Assessments \$152.23 per session Clinical Supervision \$ 85.00 per hour Mileage at Federal Reimbursable Rate
LEAH CROSSLEY QUALIFIED INDIVIDUAL ASSESSMENTS	Qualified Individual Assessments \$50/HOUR	Qualified Individual Assessments \$50/HOUR

CONTRACT	2024 CONTRACT RATES	2025 CONTRACT RATES
ELDER CIRCLE ELDERCIRCLE PROGRAM/ADULT DAY STAY	ElderCircle Program, Committee on Aging, Chore Service Adult Day Stay \$94.15/Day Transportation \$3.37/15 Min. Increments	ElderCircle Program, Committee on Aging, Chore Service Adult Day Stay \$94.15/Day Transportation \$3.37/15 Min. Increments
ELDERCIRCLE – GUARDIANSHIP & CONSERVATORSHIP	Guardianship & Conservatorship	Guardianship & Conservatorship
ESSENTIA HEALTH EMS COMMUNITY PARAMEDIC SERVICES	Hourly Rate \$100.00/Per Hour Mileage Federal Mileage Rate	Hourly Rate \$100.00/Per Hour Mileage Federal Mileage Rate
FIRST CALL FOR HELP CRISIS RESPONSE TEAM SERVICES	CRISIS RESPONSE TEAM SERVICES, PROTECTED TRANSPORTATION, RESIDENTIAL CRISIS STABILIZATION, AND MEDICAL TRANSPORTATION	CRISIS RESPONSE TEAM SERVICES, PROTECTED TRANSPORTATION, RESIDENTIAL CRISIS STABILIZATION, AND MEDICAL TRANSPORTATION
FIRST CALL FOR HELP 24 HOUR CRISIS INTERVENTION AND INFORMATION AND REFERRAL SERVICES	CRISIS INTERVENTION FAMILY COLLAB OUTLYING AREAS FAMILY COLLAB OUTREACH ASSISTANCE W/COMPLETION OF IVE APS	CRISIS INTERVENTION FAMILY COLLAB OUTLYING AREAS FAMILY COLLAB OUTREACH ASSISTANCE W/COMPLETION OF IVE APS
ITASCA COUNTY HRA – HOUSING SUBSIDY SERVICES TO SPMI CLIENTS	STATE MENTAL HEALTH INITIATIVE FUNDS	STATE MENTAL HEALTH INITIATIVE FUNDS
ITASCA LIFE OPTIONS DAY TRAINING & HABILITATION SERVICES	Pre-Voc 1:1 \$10.95 Day Service Support-PreVoc 1:3 \$ 4.49 (15 min unit) Day Service Support 1:1 \$10.95 (15 min unit) Day Service Support 1:2 \$ 6.11 (15 min unit) One-way Transportation \$17.00 Employment Support 1:1 \$12.57 (15 min unit) Employment Support 1:2 \$ 6.29 (15 min unit) Employment Support 1:3 \$ 4.19 (15 min unit) One-way Transportation \$17.00	Pre-Voc 1:1 \$12.19 Day Service Support-PreVoc 1:3 \$ 4.89 (15 min unit) Day Service Support 1:1 \$12.19 (15 min unit) Day Service Support 1:2 \$ 6.11 (15 min unit) One-way Transportation \$19.55 Employment Support 1:1 \$14.67 (15 min unit) Employment Support 1:2 \$ 6.29 (15 min unit) Employment Support 1:3 \$ 4.89 (15 min unit) One-way Transportation \$19.55
JUSTICE NORTH Formerly LEGAL AID SERVICE OF NORTHEASTERN MN LEGAL SERVICES	Housing Advocate for Disabled & Outreach Service	Housing Advocate for Disabled & Outreach Service

CONTRACT	2024 CONTRACT RATES	2025 CONTRACT RATES
LIGHTHOUSE GROUP FOSTER HOME	DOC Child Foster Care - 6 individuals @ \$200.00 per day	DOC Child Foster Care - 6 individuals @ \$200.00 per day
LUTHERAN SOCIAL SERVICE GUARDIANSHIP/ AND CONSERVATORSHIP	Guardianship and Conservatorship \$55.50 per hour	Guardianship and Conservatorship \$60.00 per hour
LUTHERAN SOCIAL SERVICE SEMI INDEPENDENT LIVING SERVICES	SEMI-INDEPENDENT LIVING SKILLS \$40.00/ PER HOUR \$ 8.49/ PER 15 MIN	SEMI-INDEPENDENT LIVING SKILLS \$40.00/ PER HOUR \$ 8.49/ PER 15 MIN
MDI HIRED HANDS DAY TRAINING AND HABILITATION SERVICE	15 min Pre-Vocational (working in MDI Cohasset) \$2.87 15 min Employment Development \$13.89 15 min Employment Supports Group \$1.94 15 min Employment Supports Individual \$11.63 Transportation – one way \$17.00 Supported Employment Services One on One \$10.32 per 15 min unit Supported Employment Services One to Four \$2.58 per 15 min unit Supported Employment Transportation \$17.00 each way	15 min Pre-Vocational (working in MDI Cohasset) \$3.20 15 min Employment Development \$15.01 15 min Employment Supports Group \$3.14 15 min Employment Supports Individual \$14.67 Transportation – one way \$19.55 Supported Employment Services One on One \$10.32 per 15 min unit Supported Employment Services One to Four \$2.58 per 15 min unit Supported Employment Transportation \$19.55 each way
MERIDIAN SERVICES NON-WAIVER CASE MANAGEMENT SERVICES	Non-waiver Case Management Services: 205 hours @ \$45.24 per hour @ \$11.31 per 15 min	Non-waiver Case Management Services: 205 hours @ \$45.24 per hour @ \$11.31 per 15 min
MINNESOTA NORTH COLLEGE- ITASCA ** MFIP SERVICES DWP SERVICES	\$141,381.00 DWP & MFIP EMPLOYMENT SERVICES \$19,357.00 ADMINISTRATION	\$141,381.00 DWP & MFIP EMPLOYMENT SERVICES \$19,357.00 ADMINISTRATION
NIEMALA MEDIATION CONFLICT CONSULTING AND CONFLICT ASSESSMENT SERVICES	CONFLICT CONSULTING: \$ 50.00 PER HOUR UP TO SIX (6) HOURS PARENTING CONSULTING: \$ 100.00 PER HOUR UP TO SIX (6) HOURS MEDIATION \$ 100.00 PER HOUR UP TO SIX (6) HOURS	CONFLICT CONSULTING: \$ 50.00 PER HOUR UP TO SIX (6) HOURS PARENTING CONSULTING: \$ 100.00 PER HOUR UP TO SIX (6) HOURS MEDIATION \$ 100.00 PER HOUR UP TO SIX (6) HOURS

CONTRACT	2024 CONTRACT RATES	2025 CONTRACT RATES
NORTH HOMES INC -		
STABILIZATION SHELTER & RESIDENTIAL MENTAL HEALTH TREATMENT	a. SHELTER BEDS – ITASCA COUNTY: \$428.73 per bed SHELTER BEDS – OTHER COUNTIES: \$531.38 per bed b. RULE 5 RESID TRTMT – ITASCA COUNTY: \$428.73 per day RULE 5 RESID TRTMT – OTHER COUNTIES: \$505.12 per day c. 35 DAY EVAL – ITASCA COUNTY: \$428.73 per day 35 DAY EVAL – OTHER COUNTIES: \$505.12 per day d. TRANSPORTATION SERVICES: \$45.32 per hour Itasca County has made upfront investments in order to maintain the lower rate for Shelter, 35 Day Evaluation & Cottage services for up to 1,227 days of service. Beyond 1,227 days Itasca County will pay the full rate.	a. SHELTER BEDS – ITASCA COUNTY: \$463.03 per bed SHELTER BEDS – OTHER COUNTIES: \$573.89 per bed b. RULE 5 RESID TRTMT – ITASCA COUNTY: \$463.03 per day RULE 5 RESID TRTMT – OTHER COUNTIES: \$545.53 per day c. 35 DAY EVAL – ITASCA COUNTY: \$463.03 per day 35 DAY EVAL – OTHER COUNTIES: \$545.53 per day d. TRANSPORTATION SERVICES: \$45.32 per hour Itasca County has made upfront investments in order to maintain the lower rate for Shelter, 35 Day Evaluation & Cottage services for up to 1,227 days of service. Beyond 1,227 days Itasca County will pay the full rate.
FOSTER CARE LICENSING AND SUPERVISION	PROFESSION FAMILY FOSTER CARE \$47.30 PER DAY+ DOC RATE SPECIALIZED FOSTER CARE \$87.38 PER DAY+ DOC RATE MEDICALLY FRAGILE \$93.41 DAY+ DOC RATE EMERGENCY FOSTER CARE \$121.88 PER DAY + MAX DOC RATE	PROFESSION FAMILY FOSTER CARE \$49.67 PER DAY+ DOC RATE SPECIALIZED FOSTER CARE \$91.75 PER DAY+ DOC RATE MEDICALLY FRAGILE \$98.08 DAY+ DOC RATE EMERGENCY FOSTER CARE \$121.88 PER DAY + MAX DOC RATE
IN-HOME FAMILY SERVICES	IN HOME FAMILY SERVICE AIDES: DIRECT CLIENT CONTACT: \$51.20 per hour INDIRECT CLIENT WORK: \$51.20 per hour MILEAGE .50 per mile “Thinking for a Change” DAY TREATMENT SERVICES PARENT CAPACITY EVALUATION: \$110.00 per hour PSYCHOLOGICAL EVALUATION: \$86.94 per hour PSYCHO-SEXUAL ASSESSMENT: \$159.00 per hour	IN HOME FAMILY SERVICE AIDES: DIRECT CLIENT CONTACT: \$51.20 per hour INDIRECT CLIENT WORK: \$51.20 per hour MILEAGE .50 per mile “Thinking for a Change” DAY TREATMENT SERVICES PARENT CAPACITY EVALUATION: \$110.00 per hour PSYCHOLOGICAL EVALUATION: \$86.94 per hour PSYCHO-SEXUAL ASSESSMENT: \$159.00 per hour
OUTPATIENT MENTAL HEALTH SERVICES	The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26 = \$446.00. CMH-TCM (includes children 18-21) the default rate with a caseload size of 15 = \$772.00.	The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26 = \$462.00. CMH-TCM (includes children 18-21) the default rate with a caseload size of 15 = \$799.00.
DRUG TESTING	\$25.00 per test	\$25.00 per test
RULE 8 GROUP HOME SERVICES	Rule 8 Group Home / Teens in Transition (TNT) – Itasca County \$313.74 day Teens in Transition (TNT) – Other Counties \$342.26 day Itasca County has made upfront investments in order to maintain the lower rate for Teens in Transition (TNT), Boys Program & Next Step Program for up to 903 days of service. Beyond 903 days Itasca County will pay the full rate.	Rule 8 Group Home / Teens in Transition (TNT) – Itasca County \$338.84 day Teens in Transition (TNT) – Other Counties \$369.64 day Itasca County has made upfront investments in order to maintain the lower rate for Teens in Transition (TNT), Boys Program & Next Step Program for up to 903 days of service. Beyond 903 days Itasca County will pay the full rate.

CONTRACT	2024 CONTRACT RATES	2025 CONTRACT RATES
NORTH HOMES INC – Cont...		
OUTPATIENT SUBSTANCE USE DISORDER SERVICES	Ind. Outpatient Treatment H2035 \$72.11 per hour Group Outpatient Treatment H2035 \$35.03 per hour Treatment Coordination T1016 \$11.71 per 15 min unit Peer Recovery Support H0038 \$15.02 per 15 min unit Comprehensive Assessment H0001 \$164.24 per session	Ind. Outpatient Treatment H2035 \$72.11 per hour Group Outpatient Treatment H2035 \$35.03 per hour Treatment Coordination T1016 \$11.71 per 15 min unit Peer Recovery Support H0038 \$15.02 per 15 min unit Comprehensive Assessment H0001 \$164.24 per session
COMPREHENSIVE ASSESSMENTS & SUBSTANCE USE CASE MGMT SERVICES	Comprehensive Assessments (with case mgmt): \$190.00 per Assessment Comprehensive Assessments (without case mgmt):\$130.00 per Assessment Competency Restoration Program \$150.00 per hr/per client rate plus mileage @ state mileage rate Civil Commitment (case mgmt.): The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage.	Comprehensive Assessments (with case mgmt): \$190.00 per Assessment Comprehensive Assessments (without case mgmt):\$130.00 per Assessment Competency Restoration Program \$150.00 per hr/per client plus mileage @ state mileage rate Civil Commitment (case mgmt.): The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage.
BOYS PROGRAM	NORTH HOMES BOYS PROGRAM – Itasca County \$313.74 day BOYS PROGRAM – Other Counties \$342.26 day Itasca County has made upfront investments in order to maintain the lower rate for Teens in Transition (TNT), Boys Program & Next Step Program for up to 903 days of service. Beyond 903 days Itasca County will pay the full rate.	NORTH HOMES BOYS PROGRAM – Itasca County \$338.84 day BOYS PROGRAM – Other Counties \$369.64 day Itasca County has made upfront investments in order to maintain the lower rate for Teens in Transition (TNT), Boys Program & Next Step Program for up to 903 days of service. Beyond 903 days Itasca County will pay the full rate.
WINNIE SISU & HAWKINS HOUSE GIRLS PROGRAM	HAWKINS HOUSE & WINNIE SISU \$355.15 per day	HAWKINS HOUSE & WINNIE SISU \$383.56 per day
ADULT CASE MANAGEMENT SERVICES	The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26 = \$446.00	The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. AMH-TCM the default rate with a caseload size of 26 = \$462.00
CHILD WELFARE TARGETED CASE MANAGEMENT	The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. CW-TCM the default rate with a caseload of 25 = \$463.00	The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage. CW-TCM the default rate with a caseload of 25 = \$479.00

CONTRACT	2024 CONTRACT RATES	2025 CONTRACT RATES
NORTH HOMES INC – Cont... BOYS NEXT STEP PROGRAM SECURE TRANSPORTS	NEXT STEP PROGRAM -- Itasca County \$313.74/per child NEXT STEP PROGRAM – Other Counties \$342.26/per child Itasca County has made upfront investments in order to maintain the lower rate for Teens in Transition (TNT), Boys Program & Next Step Program for up to 903 days of service. Beyond 903 days Itasca County will pay the full rate. SUPPORT RATE: \$45.32/per hour \$65.00/per hour	NEXT STEP PROGRAM -- Itasca County \$338.84/per child NEXT STEP PROGRAM – Other Counties \$369.94/per child Itasca County has made upfront investments in order to maintain the lower rate for Teens in Transition (TNT), Boys Program & Next Step Program for up to 903 days of service. Beyond 903 days Itasca County will pay the full rate. SUPPORT RATE: \$45.32/per hour \$65.00/per hour
NORTH STAR GROUP HOME DOC CHILD FOSTER CARE SERVICES	DOC CHILD FOSTER CARE - LICENSED FOR 6 CLIENTS @ \$200.00 per day	DOC CHILD FOSTER CARE - LICENSED FOR 6 CLIENTS @ \$200.00 per day
NORTHEAST MINN OFFICE OF JOB TRAINING – MFIP	DWP & MFIP PROGRAM \$ 141,381.00 ADMINISTRATION \$ 19,357.00 SUPPORTED SERVICES \$ 22,500.00	DWP & MFIP PROGRAM \$ 141,381.00 ADMINISTRATION \$ 19,357.00 SUPPORTED SERVICES \$ 22,500.00
NHS -NORTHSTAR Inc SEMI INDEPENDENT LIVING SERVICES	SEMI-INDEPENDENT LIVING SKILLS \$40.00/ PER HOUR \$ 8.49/ PER 15 MN	SEMI-INDEPENDENT LIVING SKILLS \$40.00/ PER HOUR \$ 8.49/ PER 15 MN
NORTHLAND COUNSELING - CD PROGRAMS DETOXIFICATION	DETOX - CLIENT BILLABLE RATE OF \$390.00 PER DAY	DETOX - CLIENT BILLABLE RATE OF \$418.00 PER DAY
NORTHLAND COUNSELING – MENTAL HEALTH SERVICES/CRISIS SERVICES/SPECIALIST SERVICES	Mental Health Services, Crisis Services, Specialist Services, Parenting Assessment Services, Club House, Shared Housing and Keisler House.	Mental Health Services, Crisis Services, Specialist Services, Parenting Assessment Services, Club House, Shared Housing and Keisler House.
NORTHLAND COUNSELING- NORTHERN OPPORTUNITY WORKS (NOW)	SUPPORTED EMPLOYMENT SERVICES FOR DWP & MFIP CLIENTS	SUPPORTED EMPLOYMENT SERVICES FOR DWP & MFIP CLIENTS

CONTRACT	2024 CONTRACT RATES	2025 CONTRACT RATES
ODC – EMPLOYMENT SERVICES EMPLOYMENT SERVICES FOR DD AND MI PERSONS/ DAY TRAINING AND HABILITATION SERVICES ODC – EMPLOYMENT SERVICES Cont....	Day Training and Habilitation Services T2020 Adult full day \$76.00 T2020 U5 Adult partial day \$54.00 T2002 Transportation \$17.00 Screen and/or Intake \$90.00 Community based \$34.50/day Supported Employment – One to One \$13.00/15 min unit Supported Employment – One to Four or above \$ 6.00/15 min unit Screening and/or Intake \$125.00 per individual (once) <u>Employment Exploration Services/Employment Planning Services</u> Employment Exploration \$20.00/per 15 min unit Employment Exploration Wages + 50% (will be calculated into 15 minute units) <u>Employment Development Services</u> Employment Development \$20.00/per 15 min unit Employment Support – Individual \$20.00/per 15 min unit <u>Employment Support Services</u> Employment Support – Individual \$20.00/per 15 min unit Employment Support – Group \$15.00/per 15 min unit Prevocational – 15 min unit \$15.00/per 15 min unit Transportation will be negotiated per individual.	Day Training and Habilitation Services T2020 Adult full day \$76.00 T2020 U5 Adult partial day \$54.00 T2002 Transportation \$17.00 Screen and/or Intake \$90.00 Community based \$34.50/day Supported Employment – One to One \$13.00/15 min unit Supported Employment – One to Four or above \$ 6.00/15 min unit Screening and/or Intake \$125.00 per individual (once) <u>Employment Exploration Services/Employment Planning Services</u> Employment Exploration \$20.00/per 15 min unit Employment Exploration Wages + 50% (will be calculated into 15 minute units) <u>Employment Development Services</u> Employment Development \$20.00/per 15 min unit Employment Support – Individual \$20.00/per 15 min unit <u>Employment Support Services</u> Employment Support – Individual \$20.00/per 15 min unit Employment Support – Group \$15.00/per 15 min unit Prevocational – 15 min unit \$15.00/per 15 min unit Transportation will be negotiated per individual.
ORION – SILS (NON-WAIVER)	SEMI-INDEPENDENT LIVING SKILLS \$40.00/ PER HOUR \$ 8.49/ PER 15 MIN	SEMI-INDEPENDENT LIVING SKILLS \$40.00/ PER HOUR \$ 8.49/ PER 15 MIN
PINNACLE		WAIVER FUNDED CASE MANAGEMENT
ROSS RESOURCES, LTD. – RECOVERY SPECIALIST	KATHLEEN BLATZ FAMILY RECOVERY PROGRAM	KATHLEEN BLATZ FAMILY RECOVERY PROGRAM
ROSS RESOURCES, LTD. – DRUG TESTING & MENTAL HEALTH CASE MANAGEMENT CASE MANAGEMENT AND DRUG TESTING	DRUG TESTING: Various rates per service The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage.	DRUG TESTING: Various rates per service The County shall pay the contracted provider per unit in accordance with the statewide subcontracted TCM rate methodology. The services under this contract are eligible for the following rate types under the rate methodology, as described on the Minnesota Department of Human Services fiscal reporting and accounting webpage.

CONTRACT	2024 CONTRACT RATES	2025 CONTRACT RATES
ROSS RESOURCES, LTD. Cont.....	AMH-TCM the default rate with a caseload size of 26 = \$446.00 CMH-TCM (includes children 18-21) the default rate with a caseload size of 15 = \$772.00	AMH-TCM the default rate with a caseload size of 26 = \$462.00 CMH-TCM (includes children 18-21) the default rate with a caseload size of 15 = \$799.00
ROSS RESOURCES, LTD. -LCTS	COLLABORATIVE AND LCTS COORDINATION	COLLABORATIVE AND LCTS COORDINATION
ROSS RESOURCES, LTD. - FAMILY VISITATION	SUPERVISED FAMILY VISITATION \$42.00 per hour OUT OF COUNTY FAMILY VISITATION \$42.00 per hour FEDERAL MILEAGE RATE	SUPERVISED FAMILY VISITATION \$44.00 per hour OUT OF COUNTY FAMILY VISITATION \$44.00 per hour FEDERAL MILEAGE RATE
ROSS RESOURCES, LTD. - PRIVATE PARTY SUPERVISED VISITATION	PRIVATE PARTY SUPERVISED VISITATION \$42.00 per hour FEDERAL MILEAGE RATE	PRIVATE PARTY SUPERVISED VISITATION \$44.00 per hour FEDERAL MILEAGE RATE
SNYDER GROUP HOME	LICENSED FOR 6 CLIENTS @ \$200.00 PER DAY	LICENSED FOR 6 CLIENTS @ \$200.00 PER DAY



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-470

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Contract with CliftonLarsonAllen

BOARD ACTION REQUESTED:

Authorize the IMCare Director to sign the 2024 Statement of Work.

BACKGROUND:

This audit is a regulatory requirement. IMCare has worked with CliftonLarsonAllen for many years and has a good working relationship. The contract rate is \$63,500, which is a \$1,550 savings from last year.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. IMCare Statement of Work - Audit Services 2024

12/3/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 12/12/2024 1:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-475

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Naesa Myers

AGENDA ITEM:

Reallocate open Health Educator position to Public Health Nurse

BOARD ACTION REQUESTED:

Approve the reallocation of one (1) open Health Educator position to one (1) Public Health Nurse position.

BACKGROUND:

One of our staff who has a PHN has been working as a health educator for the past several years. She recently posted into a public health nurse job that is being vacated by a nurse who is retiring. This opened up the opportunity to change her health educator position to a public health nurse to help us fulfill more job duties that require a public health nurse certification.

These are both grade 11 and will not impact the budget. This change will allow us to hire a public health nurse that is required for some of our current programming.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

12/3/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 12/12/2024 1:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-474

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Bid Award for Contract 67009 - CSAH 70 Bridge Replacements

BOARD ACTION REQUESTED:

Award contract 67009 for two CSAH 70 Bridge Replacements to the S & R Reinforcing, Inc. and authorize required signatures on the contract documents.

BACKGROUND:

Bids were opened Tuesday, November 12th @ 11:00 am and results are listed below:

Engineer's Estimate	\$2,169,713.50
S&R Reinforcing, Inc.	\$2,737,036.37
Redstone Construction, LLC	\$2,979,419.45
Northland Constructors of Duluth	\$2,993,800.00

This project has a combination of federal aid, state aid, and bridge bond funds. While the engineer's estimate was lower than the low bid, the Transportation Department was able to secure additional funds in federal aid and bridge bonding to cover the some of the difference in cost with the remaining coming from State Aid, and recommends awarding to S&R Reinforcing, Inc.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. CONTRACT 67009

12/3/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 12/12/2024 1:30 PM
----------------	--------------------------------	---------------------------------

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema

AYES:	Cory Smith, Terry Snyder, John Johnson, Casey Venema
VACANT:	District #4

S T A T E O F M I N N E S O T A

C O U N T Y O F I T A S C A

CONTRACT
HIGHWAY CONSTRUCTION

This agreement made this December 12, 2024, between the County of Itasca in the State of Minnesota, party of the first part, hereinafter called the County, and S & R Reinforcing, Inc. of Aitkin MN, party of the second part, hereinafter called the Contractor. Witnesseth, that the Contractor, for and in consideration of the payment or payments herein specified by the County to be made, hereby covenants and agrees to furnish all materials (except such as are specified to be furnished by the County), all necessary tools and equipment and to do and perform all the work and labor in the construction of two bridge replacement projects on CSAH 70, as shown on approved plans. The price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached are hereby made a part of this agreement. Said work to be done and performed in accordance with the Plans, Specifications, and Special Provisions therefore on file in the office of the County Auditor of said County, which Plans, Specifications, and Special Provisions are hereby made a part of this agreement.

The Contractor further covenants and agrees that he will commence work on or after June 2, 2025, and will have same completed in every respect to the satisfaction and approval of the County, by the following date:

June 30, 2026

IN WITNESS WHEREOF, The County has caused these presents to be executed and the Contractor has hereunto subscribed his name.

Dated at 4:00 P.M., this 12th, day of December, 2024

County of Itasca

By: _____

John Johnson, Chairperson County Board

Austin Rohling, County Auditor / Treasurer

Contractor

By: _____

S & R Reinforcing, Inc.

Contractor

Approved as to form and execution this _____ Day of _____, 2024

Jacob Fauchald, County Attorney

Brett Skyles, Clerk of County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-456

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons, Jesse Lehner

AGENDA ITEM:

Contract Award - 2025 Containerized Seedlings

BOARD ACTION REQUESTED:

Award the 2026 Containerized Seedling Contract to PRT USA, Inc. in the amount of \$48,462.60 to be paid from the Forest Resources Fund 12 and authorize necessary signatures.

BACKGROUND:

Quotes have been solicited for the supply of containerized seedlings to be planted on tax-forfeited trust land in 2026. According to specifications, contractors are to supply 145,100 red pine, 42,300 jack pine and 13,600 white spruce.

One quote was received: PRT USA Inc. \$48,462.60

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. PRT - Itasca Spring 2026 Seedling Quote - Signed
2. Service Contract Seedlings 2026_PRT Signed

12/3/2024

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 12/12/2024 1:30 PM
----------------	--------------------------------	---------------------------------

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

**ATTACHMENT B
2026 SEEDLINGS**

PROJECT FORM FOR SUPPLY OF CONTAINERIZED SEEDLINGS

Supply and delivery of seedlings to the Itasca County Land Department according to the specifications set in Attachment A. Seedlings will be awarded by item. Items 1 through 4 are for the spring of 2026.

ITEM 1: **145,100 red pine** containerized seedlings at a cost of
\$ 220.00 per thousand, for a total of \$ 31,922.00 *Does not include seed

ITEM 2: **42,300 improved jack pine** containerized seedlings at a cost of
\$ 226.00 per thousand, for a total of \$ 9,559.80

ITEM 3: **13,600 improved white spruce** containerized seedlings at a cost of
\$ 278.00 per thousand, for a total of \$ 3,780.80

ITEM 4: Delivery to a designated drop site in the Grand Rapids vicinity.
\$ 3,200.00

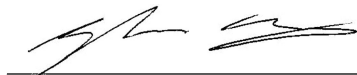
Total project cost for this contract: \$ 48,462.60

PRT USA Inc.

Company

Sylvain Montpellier

Contractor Name



Signature

4653 Bishop Lake Rd, Howell, MI 48843

Address

807-371-0126

Telephone

sylvain.montpellier@prt.com

Email

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 10th day of October, 2024, by and between the County of Itasca, herein called the “County,” and PRT USA Inc., a corporation organized and existing under the laws of the State of Michigan, or a partnership consisting of 4653 Bishop Lake Rd, Howell, MI 48843, herein called the “Vendor.”

B.1 AGREEMENT

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

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **January 2025** through **May 2026**, inclusive. The Contract may be extended if provided for in the Special Conditions. **Specific project dates are defined in Attachment A.**

D.1 SPECIAL CONDITIONS

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

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be \$48,462.60 for the current term.

F.1 INCREASE

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

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, 1 payments of \$48,462.60 each, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

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

I.1 BOND

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

J.1 INSURANCE

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

J.1.3 General Liability Insurance

The limits listed below reflect the Itasca County Board of Commissioners reduction in insurance requirements as per Request for Board Action (RBA) February 2, 2011.

J.1.3.1

	<u>Limit</u>
General Aggregate	\$2,000,000
Products-Completed	
Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,000,000

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

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

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

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

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

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

J.1.8 Indemnification Clause

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

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

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

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

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

- K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, acts of God, legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

- L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

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

N.1 INDEMNIFICATION

- N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

The parties agree that Vendor's liability under this agreement shall be limited to the fees set forth in Attachment A.

O.1 COMPLIANCE WITH LAWS

- O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

- P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

- Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

- R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

- S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

U.1 EXECUTION

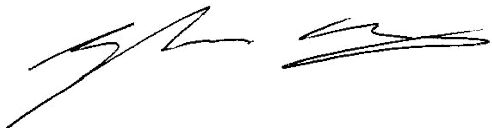
U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this _____ day of _____, _____.

(Vendor Name) **PRT USA Inc**

COUNTY OF ITASCA, MINNESOTA

By: Sylvain Montpellier
Its Customer Support Rep



By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-110

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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-3567

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.

Congratulations to Terasa Anderson, who transferred from Medical Claims Examiner to Data Project Coordinator in the HHS Department, which was effective November 24, 2024.

Congratulations to Tami Elich, who transferred from Lead Eligibility Specialist to Child Support Officer with the HHS Department effective on December 9, 2024.

Congratulations to Renata Rogalla, who transferred from Administrative Specialist to Real Estate Specialist with the Land Department effective on November 24, 2024.

Welcome to new employee, Donald Snow, Jr., Highway Maintenance Worker with the Transportation Department, effective December 9, 2024.

Welcome to new employee, Bennett Nesheim, Mechanic/Welder with the Transportation Department, effective December 9, 2024.

Congratulations to Jayme Gabler, who transferred from Public Health Educator to Public Health Nurse with HHS effective on December 1, 2024.

Welcome to new employee, Jacque Chamberlain, Eligibility Specialist with the HHS Department which was effective on December 9, 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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-130

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 December 11, 2024, in the amount of \$953,789.50.

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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-465

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Commissioner Johnson

AGENDA ITEM:

American Rescue Plan (ARP) Request - Itasca County Transportation Department

BOARD ACTION REQUESTED:

Approve the American Rescue Plan (ARP) Request, in the amount of \$70,000, from the Itasca County Transportation Department for Commissioner District #4 Unorganized Township Road Improvement projects.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Request - Transportation Dept

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

From: noreply@civicplus.com
To: [Brett Skyles](#); [Gail Guck](#); [Amanda Schultz](#); [Shelley Kebart](#); [John Johnson](#); [Casey Venema](#)
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form
Date: Thursday, November 21, 2024 9:11:32 AM

CAUTION: This email originated from outside of the Itasca County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Itasca County Transportation Department
Name of Contact:	Karin Grandia
Address:	123 NE 4th Street
City:	Grand Rapids
State:	MN
Zip Code:	55744
Phone Number:	218-327-2853
E-mail Address:	karin.grandia@co.itasca.mn.us
Commissioner District:	District 3 - John Johnson, District 5 - Casey Venema
Project Name:	Commissioner District 4 Unorganized Township Road Improvements
Amount Requested:	70,000
Project Budget & Summary of Project:	Road improvements on unorganized gravel roads within Commissioner District 4. May include culvert replacements & gravel surfacing.
Additional Information:	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-486

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Commissioner Snyder

AGENDA ITEM:

American Rescue Plan (ARP) Request - Kiesler Wellness Center

BOARD ACTION REQUESTED:

Approve additional American Rescue Plan (ARP) Funds in the amount of \$623.73 to the Kiesler Wellness Center for a Suicide and the Impact Left Behind project.

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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-481

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Service Contract - Itasca Economic Development Corporation

BOARD ACTION REQUESTED:

Approve a one-year extension to the Service Contract between Itasca County Administration and Itasca Economic Development Corporation (IEDC) for provision of consultant services in the amount of \$85,000, and review service expectations.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. IEDC POS Agreement 2024 Final FULLY EXECUTED

12/3/2024

RESULT:	PULLED FROM AGENDA
----------------	---------------------------

12/12/2024

RESULT:	RECOMMENDED FOR DISCUSSION/INFO	NEXT:
	12/17/2024 2:30 PM	

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 23rd day of January, 2024, by and between the County of Itasca, herein called the “County,” and Itasca Economic Development Corporation (IEDC), a corporation organized and existing under the laws of the State of Minnesota, located at 1201 7th Ave SE, Grand Rapids, MN 55744, herein called the “Vendor.”

B.1 AGREEMENT

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

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from January 23, 2024 to December 31, 2024, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

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

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be \$80,000.00 for the current term.

F.1 INCREASE

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

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one (1) payments of \$80,000.00 each, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

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

I.1 BOND

- I.1.1 No bond required for this service contract.

J.1 INSURANCE

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

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

J.1.3 General Liability Insurance

J.1.3.1

	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000

Each Occurrence:

Combined Bodily Injury and Property Damage \$1,500,000

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

Limit

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

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

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

Limit

J.1.6.1 Bodily injury by:

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

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

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

J.1.8 Indemnification Clause

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

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

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

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

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

- K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

- L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

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

N.1 INDEMNIFICATION

- N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

- O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

- P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either

the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this 23rd day of January 2024.

ITASCA ECONOMIC DEVEL. CORP.

COUNTY OF ITASCA, MINNESOTA

By: 
Its Jan 25, 2024

By: 
Its County Board Chair

By: Brett Skyles
Its Clerk of the County Board

APPROVED AS TO FORM & EXECUTION

By: 
Itasca County Attorney

Itasca Economic Development Corporation (IEDC)

IEDC shall provide the following services:

1. Continue county-wide efforts regarding business attraction, retention, and recruitment.
2. Measurable outreach to the greater Itasca County area; measurement factors to include: number of times in each Commissioner district, who the outreach involved (both IEDC and Community representative), outcomes or resulting actions, follow-up activities and other notable results. Outreach should include both normal business hours and after-hour interactions.
3. Specific outreach to greater Itasca County city/township councils.
4. Inform District specific County Commissioner when conducting outreach in their respective areas, afford the opportunity for the Commissioner to be present at the meeting.
5. Organize and promote training for current business to assist in topics and issues pertinent to critical issues.
6. Continued assessment of an Itasca County Business Construction ready site list. Construction ready should include such items as: infrastructure to curb stop, land surveyed, boring samples collected (if applicable) and contaminates or other soil issues identified, etc.
7. Present to the County Board on a bi-annual basis activities conducted related to agreement to include measurement items listed in #2 and #6 above.
8. All County funds to be spent on activities to promote business within Itasca County.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-482

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Service Contract - Community and Economic Development Associates

BOARD ACTION REQUESTED:

Approve a one-year extension to the Service Contract between Itasca County Administration and Community and Economic Development Associated (CEDA) for provision of consultant services in the amount of \$108,129, and review service expectations.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. CEDA POS Agreement 2024 Final FULLY EXECUTED

12/3/2024

RESULT:	PULLED FROM AGENDA
----------------	---------------------------

Motion To: Approve a one-year extension to the Service Contract between Itasca County Administration and Community and Economic Development Associates (CEDA) for provision of consultant services in the amount of \$108,129, with addition of quarterly updates and equal focus on business development as trail development.

RESULT:	APPROVED (3 TO 1)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Casey Venema
NAYS:	John Johnson
VACANT:	District #4

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 23rd day of January, 2024, by and between the County of Itasca, herein called the “County,” and Community and Economic Development Associates (CEDA), a corporation organized and existing under the laws of the State of Minnesota, located at 1500 South Highway 52. PO Box 483, Chatfield MN, herein called the “Vendor.”

B.1 AGREEMENT

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

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from January 23, 2024 to December 31, 2024, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

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

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be \$104,003.00 for the current term.

F.1 INCREASE

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

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one (1) payments of \$104,003.00 each, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

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

I.1 BOND

- I.1.1 No bond required for this service contract.

J.1 INSURANCE

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

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

J.1.3 General Liability Insurance

J.1.3.1

General Aggregate

<u>Limit</u>
\$3,000,000

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

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

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

J.1.4 Automobile Liability Insurance

J.1.4.1

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

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

J.1.5 Workers' Compensation Per Statutory Requirements

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

J.1.6 Employer's Liability

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

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

J.1.6.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of

not less than \$500,000 per claim and \$3,000,000 annual aggregate.(These suggested limits should be reviewed on a cases by case basis)

J.1.8 Indemnification Clause

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

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

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

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

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

- K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

- L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

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

N.1 INDEMNIFICATION

- N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

- O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

- P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either

the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this 23rd day of January 2024.

COMMUNITY & ECON DEV ASSOC (CEDA) COUNTY OF ITASCA, MINNESOTA

By: Ron Zeigler
By: [Ron Zeigler \(Jan 25, 2024 08:39 CST\)](#)
Its President/CEO

By: John Johnson
By: [John Johnson \(Jan 25, 2024 10:23 CST\)](#)
Its County Board Chair

By: Brett Skyles
By: [Brett Skyles \(Jan 25, 2024 14:28 CST\)](#)
Its Clerk of the County Board

APPROVED AS TO FORM & EXECUTION

By: Matti Adam
By: [Matti Adam \(Jan 25, 2024 16:59 CST\)](#)
Its Itasca County Attorney

Community and Economic Development Associates (CEDA)

CEDA shall provide the following services:

1. Continued greater Itasca County community outreach to assist with community development and economic enrichment.
2. Continue to facilitate a countywide trails study and collect additional tourism impact data for Itasca County.
3. Continued focus on trails and recreational development with a focus on the Nashwauk trailhead.
4. Provided continued assistance on phase 3 of the Squaw Lake pedestrian and recreation bridge.
5. Work with Arrowhead Regional Development Corporation (ARDC) to obtain a Recreational Hub designation for the city of Coleraine.
6. Present to the County Board on a bi-annual basis activities, status and outcomes of required services.
7. All County funds to be spent on activities to promote activities within Itasca County.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-488

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Janet Borth, Brett Skyles

AGENDA ITEM:

2022-2024 Collective Bargaining Agreement - LELS 494 Corrections Unit

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Approving the Arbitration Award Covering the Collective Bargaining Agreement Between the County of Itasca and Law Enforcement Labor Services, Inc. Representing the Corrections Unit, Local 494, for the Calendar Years 2022, 2023, and 2024, and authorize necessary signatures to execute the contract for the collective bargaining agreement between Itasca County and Law Enforcement Labor Services, Inc. for calendar years 2022, 2023, and 2024.

BACKGROUND:

The County received the August 29, 2024, interest arbitration award covering the Corrections bargaining unit. The final contract language has been approved by the labor group and the County's labor counsel. The arbitration award is binding on the parties. The 2022-2024 LELS Local 494 labor contract is attached.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. Itasca County corrections 2022 - 2024 final agreement last version(4501736.1)

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Thursday, December 12, 2024

RESOLUTION 2024-52

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

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

WHEREAS, the arbitration award is binding on the parties.

NOW THEREFORE BE IT RESOLVED, that the County Board approves the arbitration award and that the representatives for the County are authorized and directed to execute the original contract(s).

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

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 12th day of December 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 12th day of December A.D. 2024.

Administrator

AGREEMENT

BETWEEN

COUNTY OF ITASCA



Itasca County
Minnesota

AND

LAW ENFORCEMENT LABOR SERVICES, INC.



REPRESENTING:

Non-Licensed Essential Employees

JANUARY 1, 2022 -DECEMBER 31, 2024

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This agreement, entered into between the County of Itasca, hereinafter referred to as the Employer, and Law Enforcement Labor Services, Inc., Local No. 494, hereinafter referred to as the Union.

ARTICLE 1. PREAMBLE AND PURPOSE OF AGREEMENT

Section 1. This memorandum of understanding, hereinafter referred to as the Agreement, is entered into between the County of Itasca, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., Local No. 494, hereinafter called the Union. The intent and purpose of this Agreement is to:

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

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

ARTICLE 2. RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative as certified by the Bureau of Mediation Services, BMS Case No. 22PRE0453 for a bargaining unit composed of:

All essential employees of the Itasca County Sheriff's Department, Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding Road Deputies, Sergeant Road Deputies, Emergency Communication Specialists, supervisory, confidential and all other employees.

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

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

ARTICLE 3. UNION SECURITY

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

- 3.1.1 The Employer shall deduct an amount sufficient to provide the payment of regular dues and/or other Union approved deductions as required by Minn. Stat. Sec. 179A.06, Subd. 6.
- 3.1.2 The Employer shall remit such deductions to Law Enforcement Labor Services with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

Section 2. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under Article 3, Section 1.

Section 3. The Union may designate certain employees from within the bargaining unit to act as stewards and shall, within 5 days of such a designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the Employer a current list of any non-employee business representative(s) upon execution of this Agreement.

- 3.3.1 The Employer agrees to recognize stewards certified by the Union as provided in this Section subject to the following stipulation:
- 3.3.2 The Employer agrees to allow stewards to interrupt their work for a reasonable amount of time for the purpose of Union business with approval of the Employer and they shall notify the Employer upon resumption of their work. Interruption of work for Union business shall be limited to the investigation and presentation of grievances to the Employer and negotiation sessions with Employer relating to subsequent contracts.
- 3.3.3 Non-Employee business representatives of the Union, previously certified to the Employer as provided herein, may, with approval of the Employer, come on the premises of the Employer for the purpose of negotiations or investigating and presenting grievances. The Union may use the Employer's premises or facilities for Union business with prior approval of the Employer.
- 3.3.4 The Employer shall allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union election, Union election returns, Union appointments to office, and Union recreational or social affairs and other items specifically approved by the Employer.

ARTICLE 4. EMPLOYER RIGHTS AND DIVISION OF RESPONSIBILITY

Section 1. The Employer retains the right to operate and manage all facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to transfer personnel for just cause; to contract with vendors or others for

goods and/or services so long as the act is performed in good faith, it represents a reasonable business decision and it does not subvert the agreement between the parties; and to perform such other inherent managerial functions as set forth in the Minnesota Public Employment Labor Relations Act (PELRA) of 1971.

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

Section 3. Specifically, the County Board responsibility as Employer shall be limited to matters relating to maintenance of appropriate pay rates and payment thereof, specific fringe benefit authorizations in the area of insurance, vacation allowance, sick leave allowance, severance pay, holidays, and related economic computations. For all other matters covered in the Agreement, the Sheriff shall be considered the Employer.

ARTICLE 5. INDIVIDUAL RIGHTS

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

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

ARTICLE 6. WORK STOPPAGE LIMITATIONS

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

ARTICLE 7. GRIEVANCE PROCEDURE

Section 1. A GRIEVANCE, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of any terms or conditions of this AGREEMENT.

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

Section 2. If a GRIEVANCE is not presented within the time limits set forth below, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

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

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

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

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

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

Step 4. Mediation of a GRIEVANCE: Upon completion of Step 3 and prior to requesting arbitration in Step 5, the UNION or the EMPLOYER may, by mutual agreement, request mediation of the GRIEVANCE by the Bureau of Mediation Services who will conduct meetings as deemed necessary in an attempt to resolve the GRIEVANCE. If the parties waive mediation, the GRIEVANCE may be appealed to Step 5, or if the mediator or either party determines that further mediation would serve no purpose, a GRIEVANCE may be appealed to Step 5 within 30 calendar days.

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

Section 3. Arbitrator's Authority.

7.3.1 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall

consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.

- 7.3.2. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.
- 7.3.3. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 8. HOURS OF WORK- PREMIUM PAY

Section 1. General

- 8.1.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay.
- 8.1.2 Employees assigned to a higher job class shall receive the higher rate of pay on a temporary or regular basis.
- 8.1.3 The Employer agrees that split shift work will not be scheduled for the employees covered by this Agreement except in case of emergency and in that event only for the time involved in the emergency.
- 8.1.4 Scheduling procedures shall be vested with the Employer.

Section 2. Normal Workday and Week

- 8.2.1 The normal work period for Corrections employees not assigned to a rotating shiftwork schedule shall consist of 80 hours per pay period based on a consistent scheduling procedure.
- 8.2.2 The normal workday and work week for Corrections employees assigned to a rotating shiftwork schedule shall consist of 12 hours per day and 84 hours per pay period, based on a consistent scheduling procedure.

Section 3. Overtime

- 8.3.1 Overtime available shall first be offered to available, full-time employees then to part-time employees by classification in which the overtime occurs.
- 8.3.2 The overtime rate of pay for Corrections employees assigned to a rotating shiftwork schedule (who work 84 hours per pay period) shall be computed as follows:
- $$\frac{(\text{hourly rate of pay} * 2184 \text{ hours})}{(2080 \text{ hours})} * 1.5 = \text{Overtime Rate of Pay}$$
- 8.3.3 Corrections employees assigned to a rotating shiftwork schedule who are required to work more than 12 hours per day or 84 hours per pay period shall be compensated for all such hours at the overtime rate of pay described in Section 8.3.2.
- 8.3.4 Any Corrections employees not assigned to a rotating shiftwork schedule who are required to work in excess of their regularly scheduled shift or more than 80 hours per pay period shall be compensated for all such hours at 1½ times the employee's regular hourly rate of pay.
- 8.3.5 Assignment of overtime shall be at the discretion of the Employer and shall be divided as equally as practicable among all employees within their respective classifications.
- 8.3.6 All employees who work overtime shall have the option to be paid at the rate of 1½ times their regular hourly rate of pay for all overtime hours worked or take compensatory time off at the rate of 1 ½ hours off for each hour of overtime worked. Compensatory time off may be banked to a maximum of 80 hours. All compensatory time off must be approved by the employee's immediate supervisor. Vacation, sick leave, holidays and other paid time off shall count as hours worked for the purposes of calculating eligibility for overtime/compensatory time. In no case will compensatory time earned and compensatory time taken occur in the same day.
- 8.3.7 Employees shall be required to work overtime or holidays when assigned unless excused by the Employer.

Section 4. Call Outs and Official Business

- 8.4.1 When called out for non-scheduled work, hours will count toward overtime and employees shall be compensated with a minimum of 2 hours for each call out at the applicable overtime rate.
- 8.4.2 Employees shall be compensated for time required to conduct official business when the official business occurs in hours other than their regular schedule with a minimum of 2 hours at the applicable overtime rate.

Section 5. Court Time

For any employee who is required to appear in court as part of their duty assignment at times other than their regular duty time, the employee shall receive a minimum of 2 hours of pay at the applicable overtime rate.

ARTICLE 9 - HOLIDAY PROVISIONS

Section 1. Employees shall receive holiday pay for the following paid holidays provided said employees perform work or are on vacation in the pay period in which the holiday occurs and work as scheduled or assigned both on their last scheduled work day prior to and on their first scheduled work day following the holiday unless they have failed to work because of sickness or because of death in the immediate family or because of similar cause:

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

Section 2. Observed Holidays. When the following holidays fall on Sunday, the following day shall be the observed holiday. When the following holidays fall on Saturday, the preceding day shall be the observed holiday:

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

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

Section 3. Holiday Pay. Whenever an employee is required to work on any holiday, they shall receive 1½ times the regular rate of pay for all such hours worked, in addition to their regular salary. Shift work employees are entitled to holiday pay for shifts worked on the actual holiday.

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

When a paid holiday falls on a rotating schedule employee's scheduled day off or during the employee's vacation period, the employee shall receive 8.4 hours of holiday pay. For these shift work employees, 1½ time holiday pay shall be payable on the day the shift commences on the day the holiday actually occurs.

Section 5. Floating Holiday

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

ARTICLE 10. SHIFT DIFFERENTIAL

Section 1. All employees shall be paid shift differential in the amount of \$2.00 per hour for hours worked between 5 PM and 6 AM. This shall apply also to all callouts under the same time frame.

ARTICLE 11. VACATIONS

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

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

Employees not assigned to a rotating shiftwork schedule:

Completed Months of Service:	Rate of Accumulation of Vacation Hours Per Pay Period:
0-59 months	3.077 hrs.
60-119 months	4.616 hrs.
120-179 months	6.165 hrs.
180+ months	7.693 hrs.

Employees assigned to a rotating shiftwork schedule who work 84 hours per pay period:

Completed Months of Service:	Rate of Accumulation of Vacation Hours Per Pay Period:
0-59 months	3.231 hrs.
60-119 months	4.847 hrs.
120-179 months	6.462 hrs.
180+ months	8.078 hrs.

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

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

Section 5. Employees not assigned to a rotating shiftwork schedule who have accumulated 600 hours of sick leave shall be granted a bonus vacation and sick leave as set forth in Article 12, Sick leave.

Section 6. Employees assigned to a rotating shiftwork schedule who work 84 hours per pay period who have accumulated 630 hours of sick leave shall be granted a bonus vacation and sick leave as set forth in Article 12, Sick leave.

ARTICLE 12. SICK LEAVE

Section 1. Non-Rotating Shifts. All full-time employees not assigned to a rotating shiftwork schedule, shall earn sick leave at the rate of 3.693 hours per pay period accumulated to an annual maximum of 1,000 working hours in which pay period the employee has worked or has been on earned leave at least 50% of the time.

Section 2. Rotating Shifts. All full-time employees assigned to a rotating shiftwork schedule who work 84 hours per pay period shall earn sick leave at the rate of 3.877 hours per pay period accumulated to an annual maximum of 1,050 working hours in which pay period the employee has worked or has been on earned leave at least 50% of the time.

Section 3. An employee may use sick leave for absences for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness, to:

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

For purposes of this Article, family member is defined as:

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

Section 4. Sick leave usage shall be subject to approval and verification by the Employer, and the employee may be required to furnish a report from a recognized physician or mental health authority satisfactory to the Employer attesting to the necessity of the leave and such other information as the Employer deems necessary to establish the employee's fitness for employment.

Section 5. Sick leave benefits shall be paid at the employee's current rate of pay.

Section 6. Bonus Vacation.

- 12.6.1 Employees not assigned to a rotating shiftwork schedule shall earn 1.847 hours bonus vacation for any pay period in which the employee has not used sick leave, providing the beginning balance of sick leave is 600 hours or more.
- 12.6.2 Employees assigned to rotating shiftwork schedule who work 84 hours per pay period shall earn 1.939 hours bonus vacation for any pay period in which the employee has not used sick leave, providing the beginning balance of sick leave is 630 hours or more.

Section 7. Bereavement Leave.

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

Section 8. Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall receive as severance pay 75% of the employee's accumulated but unused sick leave from the first day of county employment. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and shall be paid in 1 lump

sum. The employee shall apply the 25% balance of unused sick leave to the employee's Post Health Care Savings Plan after all regular pay has been paid out.

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

An employee will not receive severance pay if:

12.8.1 The employee has less than 5 years of continuous service with Itasca County; or

12.8.2 The employee is terminated by the Employer for cause.

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

ARTICLE 13. INJURED ON DUTY LEAVE BENEFITS AND WORKER'S COMPENSATION BENEFITS

Section 1. The parties recognize that employees working in the Sheriff's Office and covered by this Agreement face a high potential for injury due to the nature of their employment. Such employee who in the ordinary course of employment and while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer, incurs a disabling injury while in performance of assigned duties shall be compensated in an amount equal to the difference between the employee's regular net rate of pay and benefits paid under Worker's Compensation, without deduction from the employee's accrued sick leave.

Section 2. Such compensation under Section 1 shall not exceed an amount equal to 240 times the employee's regular hourly rate of pay per disabling injury. To be eligible for Worker's Compensation pursuant to this Section, the disabling injury must have been incurred while performing services for the County.

ARTICLE 14. SENIORITY

Section 1. The Employer shall maintain seniority lists as of the effective date of this Agreement structured by each work classification to include and rank, in order of highest to lowest seniority, all regular full-time employees in the bargaining unit and will provide said list to the Union upon request.

Section 2. Seniority standing shall be granted to all employees who have completed the required probationary period (12 months) and have attained regular full-time status with the department.

Section 3. The initial probationary period shall commence on the first day of employment with the department. Upon successful completion of the initial probationary period, seniority and anniversary date of each employee attaining regular full-time status shall revert back to the first day of employment. Seniority accrues from date of hire.

Section 4. Seniority freezes at date of leave of absence and unfreezes as of first day back to employment regardless if returned to work full or part time.

Section 5. Any employee who is awarded a posting for another bargaining unit position in a different classification or pay grade, shall be subject to a trial period during which the Employer shall assess the employee's performance, abilities and competencies, and shall provide quarterly written assessments.

14.5.1 If, within the first 6 months in the new position, the employee desires to return to their previous position, written notification to the Sheriff and the Union president shall be required, and the employee shall be re-assigned within 30 calendar days of the notice, if a position is open at that time. If no vacancy is available, the Sheriff shall ask the employee if they wish to return when the next available slot opens up in the employee's previous job classification and shall return the employee without the formal posting if the employee indicates a desire to return.

14.5.2 If the Employer determines that the employee is not meeting standards of expectations, written notice shall also be provided of the re-assignment back to their previous position, and this action shall not be considered disciplinary or a grievable action.

14.5.3 The trial period for a transfer or promotion shall be 12 months.

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

Section 6. There shall be three types of seniority established by the Agreement; they are:

14.6.1 Service Seniority. which shall be the total length of continuous service with the County as a regular employee. Regular employee is a member of the exclusively recognized bargaining unit as defined in the Article entitled "Recognition" who has completed the initial probationary period.

14.6.1 Department Seniority. which shall be the total length of service within the Sheriff's Department.

14.6.1 Classification Seniority, which shall be the total length of service within a work classification.

14.6.1 Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.

Section 7. Seniority shall determine the order of:

- 14.7.1 Layoff, which shall be by classification in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any other employee in any equal or lower ranked classification with less department seniority, provided that the employee who is exercising bumping rights shall be qualified to perform the duties of the classification into which he/she is bumping. Employees who have maintained classification seniority within this bargaining unit may exercise their seniority to bump back into a classification within this bargaining unit in the event of layoff from a position outside this unit. Employees shall be given a 14-day notice prior to being laid off. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference shall advise the Sheriff to the specific position into which the employee intends to bump.
- 14.7.2 Recall from lay-off, which shall be by classification within a department, in inverse order of layoff, provided, that, if an employee does not return to work within two weeks of recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and the Employer, he/she shall automatically have terminated his/her employment. An employee's name shall be retained on the recall list for 2 years, at which time all rights to recall shall terminate.
- 14.7.3 Emergency, provisional and limited term employees in the same classification shall precede regular employees in layoff. No new employees shall be hired in a work classification where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.

Section 8. Within Grade Transfers - Posting of Vacancies - Prior to appointing any persons from outside the bargaining unit, all vacancies shall be posted for a minimum 7 calendar days. Employees currently serving in the same job classification as the vacancy will submit in writing a request to the Sheriff to be appointed to the vacant position.

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

ARTICLE 15. CLOTHING ALLOWANCE

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

ARTICLE 16. PAY PLAN

Section 1. The pay rates set forth on the attached schedules entitled Sheriff's Department Pay Plan are made a part of this Agreement, and shall apply for the duration of this Agreement, with effective dates as indicated on Addendum A, except as otherwise indicated in this Article. Employees in this bargaining unit shall receive a general increase of three percent (3%) for each year 2022, 2023 and 2024. In addition the following market increases will be applied:

2022

Correctional Deputies will receive a three percent (3%) market increase effective January 1, 2022.

Correctional Sergeants will receive a three percent (3%) market increase effective January 1, 2022

2023

Correctional Deputies will receive a two percent (2%) market increase effective January 1, 2023.

Correctional Sergeants will receive a three percent (3%) market increase effective January 1, 2023

2024

Correctional Deputies will receive a one percent (1%) market increase effective January 1, 2024.

Correctional Sergeants will receive a three percent (3%) market increase effective January 1, 2024

Section 2. Placement on Wage Scale.

- 18.2.1 New employees who are considered so qualified by education or previous work experience may, with the recommendation of the department head and approval by the County Administrator, be started in a step higher than the first step of the pay grade, but no higher than step three.
- 18.2.2 Current employees who are offered a job change and have education or pre-county work experience for which they have not previously received credit may, with the recommendation of the department head and approval by the County Administrator, be started in a higher step on the pay grade.
- 18.2.3 When an employee is promoted to a higher paid class within the bargaining unit, the employee shall be paid at the step in the higher class which is equal to or next higher than the employee's current pay, plus one step.
- 18.2.4 When an employee voluntarily accepts a demotion to a lower grade, the employee shall be paid at the step in the lower class which is equal to or next higher than the employee's current pay.

Section 3. The definition of an anniversary date shall be the first day of employment for any employee who has worked 12 months of continuous employment.

ARTICLE 17. GROUP INSURANCE PROGRAM

Section 1. Eligibility

All regular County employees shall be eligible for hospital/medical insurance from the first date of employment, provided all necessary application forms have been completed. Employees shall be eligible for life insurance on the first day of the month following the date of employment provided all necessary application forms have been completed. Regular employees shall be eligible for dental insurance coverage on the first day of the month following the date of employment, provided all necessary application forms have been filled out and signed by the employee.

Regular employees, who have opted not to be covered by hospital/medical or dental insurance and later choose to be covered by same may be covered by said insurance provided they are eligible for a mid-plan year change due to a qualified life event.

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

Employees who leave Employer employment must have worked or used earned time equal to 50% of their work schedule for the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month.

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

Section 2 (Flexible Spending Account). The County may provide flexible spending account programs. Employees may elect to participate.

Section 3. (Retired Employees).

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

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

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

Section 4. (Group Life Insurance).

4.1 Active Employees. The Employer will provide and pay the entire premium for the present group life insurance in the amount of \$25,000.00 for each eligible employee, said insurance includes a double indemnity clause for Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage.

Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense. All employer provided insurance and employee elected additional insurance will terminate upon employee leaving employment.

Section 5 (Coverage – Group Hospital and Medical Insurance).

5.1 Active Employees. High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

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

- a. The County portion of the annual deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid year.
- b. Employees enrolled in County-sponsored health insurance plans who are ineligible for an HSA contribution shall have the option for the County portion of the annual deductible to be contributed to a VEBA (Voluntary Employee's Beneficiary Association).
- c. The County portion of the annual deductible will be deposited to the HSA or VEBA accounts in January for employee's who are enrolled in the health insurance plan for the year.

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

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

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

Section 6. (Group Dental Insurance)

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

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

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

Section 7. (Coverage – Group Health and Medical Insurance – Retired Employees)

Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) or High Deductible Plan (Option 2) both with a Health Savings Account (HSA), or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

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

When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single

premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree unless or until their health insurance cap is exhausted.

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

Section 8. Insurance Advisory Committee

An Insurance Advisory Committee shall be established to examine the County's current medical insurance plan. The Committee shall be composed of representatives from each of the groups participating in the County's program. The bargaining unit representatives on the Committee will be as follows:

LELS Local 494

2 representatives

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

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

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

Section 9. (Post Health Care Savings Plan)

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

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

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

ARTICLE 18. ADMINISTRATIVE REQUIREMENTS

Section 1. Pay Periods and Pay Dates. Payment of wages is made on a bi-weekly basis, with the pay date being every other Friday. The pay period shall be a period of two consecutive weeks commencing at 12:01 a.m. Sunday of the first day of such period and ending at 11:59 p.m. on Saturday of said 2-week period.

Section 2. Jury Duty. Whenever any employee is called for jury duty, they shall receive their hourly rate for their hours lost, up to the end of their assigned shift. The compensation for jury duty be paid to the fund from which the employee is paid. Employees are required to submit to the County Auditor's Office their daily stipend received for their jury duty service. However, mileage received from the Courts can be kept by the employee.

ARTICLE 19. LEAVES OF ABSENCE

Section 1. All requests for a leave of absence shall be submitted in writing by the employee to the employee's supervisor as soon as the need for such leave is known. Supervisors are responsible for reporting to the County Sheriff.

Section 2. Parenting Leave: Eligible employees shall be entitled to up to 12 weeks of parenting leave in accordance with state law and the Itasca County Personnel Policy. Any leave taken under this section shall reduce the length of leave for which the employee and spouse are eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Section 3. Family and Medical Leave Act: Family and Medical Leave Act leave shall be available to eligible employees in accordance with federal law and the Itasca County Family and Medical Leave Act policy as adopted by the Employer.

Section 4. Extended Leave: After an employee has used all accumulated earned leave and any available FMLA protected leave on a consecutive basis, the employee shall be granted a leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed six months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If during that time the employee is certified disabled, employment shall cease.

Section 5. Personal Leave of Absence:

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

ARTICLE 20. DRUG AND ALCOHOL TESTING

Section 1. Employees are subject to the provisions of the Itasca County drug and alcohol testing policy as set forth in the Itasca County Personnel Policy.

Section 2. Any employee submitting to a urinalysis test shall have the right to have a portion of the sample sent to another lab at their own expense.

ARTICLE 21. TRAINING TIME

Attendance at department-mandated training is compensable time. The schedule of training attendance shall be subject to the sheriff's approval. Paid training time shall count as hours worked for purposes of computing overtime eligibility under Article 8.

ARTICLE 22. SEPARABILITY

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

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

ARTICLE 23. TERM OF AGREEMENT

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

IN WITNESS THEREOF, the parties have caused this Agreement to be executed this _____ day of December, 2024.

FOR: LAW ENFORCEMENT LABOR
SERVICES, INC., LOCAL NO. 494

FOR: COUNTY OF ITASCA

Union Representative

County Board Chair

Union Staff Representative

Brett Skyles
County Administrator

Date: _____

Date: _____

Addendum A – Pay Plan

APPENDIX B Correctional Deputy										
01/01/2022 639 ANNUAL PAY PLAN 6.00% on 2021 base										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		
GRADE 8	\$23.90	\$24.76	\$25.67	\$26.61	\$27.51	\$28.47	\$29.40	\$30.76	Correctional Deputy	GRADE 8
GRADE 8	\$23.90	\$24.76	\$25.67	\$26.61	\$27.51	\$28.47	\$29.40	\$30.76	Rotating Shiftwork Corrections Dep	GRADE 8
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										
APPENDIX B Correctional Sergeant										
01/01/2022 639 ANNUAL PAY PLAN 6.00% on 2021 base										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		
GRADE 9	\$24.57	\$25.46	\$26.39	\$27.35	\$28.26	\$29.27	\$30.22	\$31.61	Corrections Sergeant	GRADE 9
GRADE 9	\$24.57	\$25.46	\$26.39	\$27.35	\$28.26	\$29.27	\$30.22	\$31.61	Rotating Shiftwork Corrections Serg	GRADE 9
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										
APPENDIX B Corrections Mental Health Professional										
01/01/2022 639 ANNUAL PAY PLAN 2.00% on 2021 base										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		
GRADE 11	\$27.17	\$28.60	\$30.04	\$31.48	\$32.91	\$34.33	\$35.76	\$37.20	Corrections Mental Health Professional	GRADE 11
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										
APPENDIX B Correctional Deputy										
01/01/2023 639 ANNUAL PAY PLAN 5.00% on 2022 base										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		
GRADE 8	\$25.10	\$26.00	\$26.95	\$27.94	\$28.89	\$29.89	\$30.87	\$32.30	Correctional Deputy	GRADE 8
GRADE 8	\$25.10	\$26.00	\$26.95	\$27.94	\$28.89	\$29.89	\$30.87	\$32.30	Rotating Shiftwork Corrections Dep	GRADE 8
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										
APPENDIX B Correctional Sergeant										
01/01/2023 639 ANNUAL PAY PLAN 6.00% on 2022 base										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		
GRADE 9	\$26.04	\$26.99	\$27.97	\$28.99	\$29.96	\$31.03	\$32.03	\$33.51	Corrections Sergeant	GRADE 9
GRADE 9	\$26.04	\$26.99	\$27.97	\$28.99	\$29.96	\$31.03	\$32.03	\$33.51	Rotating Shiftwork Corrections Serg	GRADE 9
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										
APPENDIX B Corrections Mental Health Professional										
01/01/2023 639 ANNUAL PAY PLAN 2.00% on 2022 base										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		
GRADE 11	\$27.71	\$29.17	\$30.64	\$32.11	\$33.57	\$35.02	\$36.48	\$37.94	Corrections Mental Health Professional	GRADE 11
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										
APPENDIX B Correctional Deputy										
01/01/2024 639 ANNUAL PAY PLAN 4.00% on 2023 base										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		
GRADE 8	\$26.10	\$27.04	\$28.03	\$29.06	\$30.05	\$31.09	\$32.10	\$33.59	Correctional Deputy	GRADE 8
GRADE 8	\$26.10	\$27.04	\$28.03	\$29.06	\$30.05	\$31.09	\$32.10	\$33.59	Rotating Shiftwork Corrections Dep	GRADE 8
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										
APPENDIX B Correctional Sergeant										
01/01/2024 639 ANNUAL PAY PLAN 6.00% on 2023 base										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		
GRADE 9	\$27.60	\$28.61	\$29.65	\$30.73	\$31.76	\$32.89	\$33.95	\$35.52	Corrections Sergeant	GRADE 9
GRADE 9	\$27.60	\$28.61	\$29.65	\$30.73	\$31.76	\$32.89	\$33.95	\$35.52	Rotating Shiftwork Corrections Serg	GRADE 9
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										
APPENDIX B Corrections Mental Health Professional										
01/01/2024 639 ANNUAL PAY PLAN 2.65% on 2023 base										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8		
GRADE 11	\$28.44	\$29.94	\$31.45	\$32.96	\$34.46	\$35.95	\$37.45	\$38.95	Corrections Mental Health Professional	GRADE 11
IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.										

Addendum B – Retiree Insurance

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-490

DEPARTMENT: Management Information Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Jennifer Sutherland

AGENDA ITEM:
Teams Conference Room Audio Video Equipment Purchase

BOARD ACTION REQUESTED:
Approve the purchase of equipment for Teams Conferences and Presenting in Conference Rooms.

BACKGROUND:
Review quote to add Microsoft Teams conferencing and presenting in 14 conference rooms. This purchase would be paid for with Tech Fund dollars. The technology was installed in several conference rooms at the IRC and has proven to be easy to use and reliable. The technology allows you to start a conference call by touching one button on the controller.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Innovative Itasca courthouse Teams rooms budget proposal v1 12052024

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

Innovative Solutions - Itasca County Teams Rooms budget proposal V1 12052024

Room Name	Location	Dimensions (L)	W	H	Network Connection	Existing Equipment Details	New Equipment	Budget: Labor, equipment, installed
EOC - Conference Room adjacent to John Linders Office	Airport	25'	16'	10'	Yes	TruTouch X5	A20	\$3,245.49
Conference Room EOC - Amber Alert Room	Airport	32'	15'	10'	Yes	LG TV - No other	A20	\$3,245.49
Board Room	Courthouse	35'	30'	10'	Yes	Newline	A30 2 mics	\$5,499.99
Brett's Office	Courthouse	22'	16'	10'	Yes	Newline X8	A20	\$3,245.49
Commissioner's Meeting Room	Courthouse	14'	13'	10'	Yes	Hisense TV - No other equipment	A20	\$3,245.49
HR Conference Room	Courthouse	17'	10'	10'	Yes	TruTouch X5	A20	\$3,245.49
J135 Conference Room	Courthouse	32'	23'	10'	Yes	Newline Pictures	Ceiling mic and CM20	\$10,499.99
Sheriff's Conference Room	Courthouse	28'	21'	10'	Yes	TruTouch X9	A20	\$3,245.49
IMCare Conference Room	IRC	14'	12'	10'	Yes	TV on Cart*	A20	\$3,245.49
Attorney's Conference Room	Justice Center	23'	22'	10'	Yes	Vibe	A20	\$3,245.49
Justice Center Training Room	Justice Center	43'	23'	10'	Yes	Vibe	A30 plus 2 mics	\$5,399.99
Juror's Conference Room	Justice Center	43'	40'	10'	Yes	Newline	Nureva	\$15,999.99
Land Dept. Conference Room	Land Department	21'	19'	10'	Yes	Hisense TV	A30	\$4,899.99
Vet's Conference Room	Veteran's Building	19'	11'	10'	Yes	No Equipment	A20	\$4,215.49
							Total	\$72,479.36



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-476

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Project Labor Agreements for 2025 Highway Construction Projects

BOARD ACTION REQUESTED:

Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2025 Transportation Department Projects - Project Labor Agreements Worksheet".

BACKGROUND:

Attached is a copy of the resolution regarding the use of PLA's on County projects. The Transportation Department has reviewed the criteria set up in the resolution for each project planned for the 2025 construction season. None of the projects on the list for 2025 seem to have the potential to experience labor shortages, have much potential for cost overruns, require complex coordination of project phases, have unusual time constraints or deadlines, and are of average size and scope; therefore it is our recommendation that PLA's not be required on these projects.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. PLA Resolution
2. 2025 PLA

12/3/2024

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 12/12/2024 1:30 PM
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Motion To: Approve the attachment of CSAH 32 and CSAH 24 projects to the CSAH 29 project.

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

Motion To: Approve the attachment of the CSAH 59 project to the CSAH 8 project and approve the requirement of a PLA on said project.

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

Motion To: Approve the requirement of a PLA on the CSAH 7 project.

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

Motion To: Authorize the County Transportation Department to not require PLA's on the list of projects entitled "2025 Transportation Department Projects - Project Labor Agreements Worksheet," as amended to remove the projects of CSAH 32, CSAH 24, CSAH 59, CSAH 8, and CSAH 7.

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

RESOLUTION
OF THE
COUNTY BOARD OF COMMISSIONERS
ITASCA COUNTY, MINNESOTA

Adopted August 28, 2007

Commissioner Dowling moved the adoption of the following resolution:

Resolution No. 08-07-11 (Page 1 of 2)

RE: UTILIZATION OF PROJECT LABOR AGREEMENTS FOR
PROJECTS EXCEEDING \$150,000

WHEREAS, the Itasca County Board of Commissioners acknowledges that its contracts for work, labor, construction and other designated contracts are governed by Minn. Stat. 375.21; and

WHEREAS, when those contracts exceed the amounts prescribed by law, the County is required to prepare bid specifications and advertise for competitive bids; and

WHEREAS, unless the County rejects all bids, the County is required to award the contract to the lowest responsible bidder; and

WHEREAS, the purposes of Minn. Stat. 375.21 include: 1) promoting and ensuring open competition by all interested parties irrespective of their size or affiliation; and 2) providing bidders with equal opportunity without granting an advantage to one or placing others at a disadvantage; and

WHEREAS, in appropriate cases, project labor agreements facilitate the timely and cost-efficient completion of the project by: 1) making available a ready and adequate supply of skilled craftworkers; 2) providing a negotiated commitment which is a legally enforceable means of assuring labor stability and labor peace over the life of a project; 3) avoiding work stoppages following expiration of collective bargaining agreements between the union and an employer performing work on a project; and 4) facilitating equal employment opportunities on a project; and

WHEREAS, the Minnesota Appellate Courts have upheld the utilization of project labor agreements in appropriate cases where a rational basis exists for the use of such agreements and the governing body conducted a fact-specific analysis to form a rational basis for their use.

WHEREAS, project labor agreements will not be utilized where funding sources for the project restrict their use.

WHEREAS, project labor agreements will not be utilized if prohibited by law.

NOW, THEREFORE, BE IT RESOLVED, that it shall be the policy of Itasca County to engage in a determination whether a rational basis exists for the utilization of project labor agreements in all contracts for work, labor, construction and other contracts designated by law where the value of such contract equals or exceeds the sum of \$150,000.00. Factors to be considered by the Board in its determination may include, but are not limited to: 1) project size and value; 2) project timelines and deadlines; 3) potential for budgetary overruns; 4) labor availability; 5) need for coordination of project phases; and 6) other factors deemed to be relevant by the Board in its analysis.

BE IT FURTHER RESOLVED, that the Itasca County Board of Commissioners directs that it shall be the responsibility of the department heads of the several county departments to timely gather and present the facts the County Board needs to make an informed determination on the need for a project labor agreement for a particular project, and to ensure that bid specifications and relevant bid documents are prepared so as to conform to the County Board's directives.

BE IT FURTHER RESOLVED, that in those cases where the utilization of a project labor agreement is deemed to be appropriate the agreement shall be in a form approved by the Board of Commissioners.

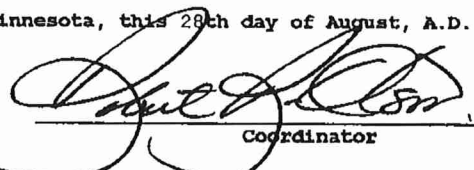
Commissioner McLynn seconded the motion for the adoption of the resolution and it was declared adopted upon the following vote:

Yeas _____	Nays _____	District #1 _____	District #2 _____
Other _____		District #3 _____	District #4 _____
		District #5 _____	

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

I, ROBERT R. OLSON, Coordinator of County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28th day of August A.D. 2007, 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 28th day of August, A.D. 2007.


Coordinator

By _____ Deputy

**2025 Transportation Department Projects
Project Labor Agreements Worksheet**

Project Name¹	Size/Value	Timeline/Deadline	Potential for Overruns²	Labor Availability³	Coordination of Phases⁴	Other Factors
• CSAH 7 CSAH 59 to 8 Reconstruction & Paving	\$6,700,000	Road closed to thru traffic during construction – short detour CR 336	Minimal State Aid Funds	Adequate labor anticipated	Minimal	
• CSAH 96 (CR 457) Grand Rapids city limits to CSAH 64 Bituminous Rehab/	\$400,000	No significant impact to public – open to traffic during construction	Minimal State Aid Funs	Adequate labor anticipated	Minimal	
• CSAH 32 TH 46 to end of pavement Bituminous Overlay	\$400,000	No significant impact to public – open to traffic during construction	Minimal State Aid	Adequate labor anticipated	Minimal	
• CSAH 91 Bridge 31516 over Mississippi River Bridge bearing pad repair	\$100,000	Road closed during repair (1 week) detour TH 2	Minimal County Preservation	Adequate labor anticipated	Minimal	
• CSAH 24 TH 46 to end of pavement Bit Overlay/Culvert Repair	\$950,000	No significant impact to public – open to traffic during construction	Minimal State Aid Funds	Adequate labor anticipated	Minimal	
• CSAH 61 Coleraine City limits to Taconite Overlay/Rehab	\$800,000	No significant impact to public – open to traffic during construction	Minimal Municipal State Aid Funds	Adequate labor anticipated	Minimal	
• CSAH 59 CSAH 49 to 7 Bituminous Overlay	\$800,000	No significant impact to public – open to traffic during construction	Minimal State Aid Funds	Adequate labor anticipated	Minimal	
• CSAH 8 TH 65 to E Crooked Lake Road	\$1,200,000	No significant impact to public – open to traffic during construction	Minimal State Aid Funds	Adequate labor anticipated	Minimal	

•CSAH 81 Bituminous Overlay	\$250,000	No significant impact to public – open to traffic during construction	Minimal State Aid Funds	Adequate labor anticipated	Minimal	
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Notes:

1. All contracts will utilize prevailing wages
2. Historically, projects have not experienced substantial cost overruns.
3. There has never been a labor strike on an Itasca County Highway project and most projects get numerous bids indicating demand for work.
4. The projects on this list are all relatively simple and do not require large amounts of coordination.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-490

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

MnDOT Limited Use Permit Resolution - Greenway Trail

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorizing Execution of Limited Use Permit between Itasca County and the Commissioner of Transportation, State of Minnesota.

BACKGROUND:

The Greenway Snowmobile Trail needs to be re-routed with the new roundabout constructed at US Hwy 2 and State Hwy 65. Two options will be submitted for MnDOT's review. Once the route is approved, MnDOT will draft a limited use permit for County signature.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. Greenway Trail Roundabout Reroute
2. Greenway Trail Roundabout Reroute2

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

Thursday, December 12, 2024

RESOLUTION 2024-53

**RE: AUTHORIZING EXECUTION OF LIMITED USE PERMIT BETWEEN ITASCA COUNTY AND
THE COMMISSIONER OF TRANSPORTATION, STATE OF MINNESOTA**

WHEREAS, the Itasca County Land Department, in coordination with the Greenway Snowmobile Club, will construct, maintain, and operate a snowmobile trail in the right of way of US Trunk Highway 2, and crossings at State Trunk Highway 65; and

WHEREAS, the Itasca County Board of Commissioners wishes to enter into an agreement with the Minnesota Department of Transportation providing for the limited use of certain right of way of Trunk Highway 2 and 65; and

WHEREAS, the State of Minnesota, through the Minnesota Department of Transportation, will grant a Limited Use Permit to Itasca County within the right of way of Trunk Highway 2 and 65; and

WHEREAS, the Itasca County Board of Commissioners does hereby authorize the County of Itasca to enter into an agreement with the Commissioner of Transportation of the State of Minnesota providing limited use, under the terms and conditions set forth therein, of certain right of way of Trunk Highway 2 and 65.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners does hereby authorize the County Board Chair and County Administrator to sign any and all documents with the limited use agreement.

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 12th day of December 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 12th day of December A.D. 2024.

Administrator

BBSC
HOLDINGS
LLC

MODERN CONCEPTS
& DESIGNS

KOECHER
PROPERTIES
LLC

**New
Reroute
Option A**

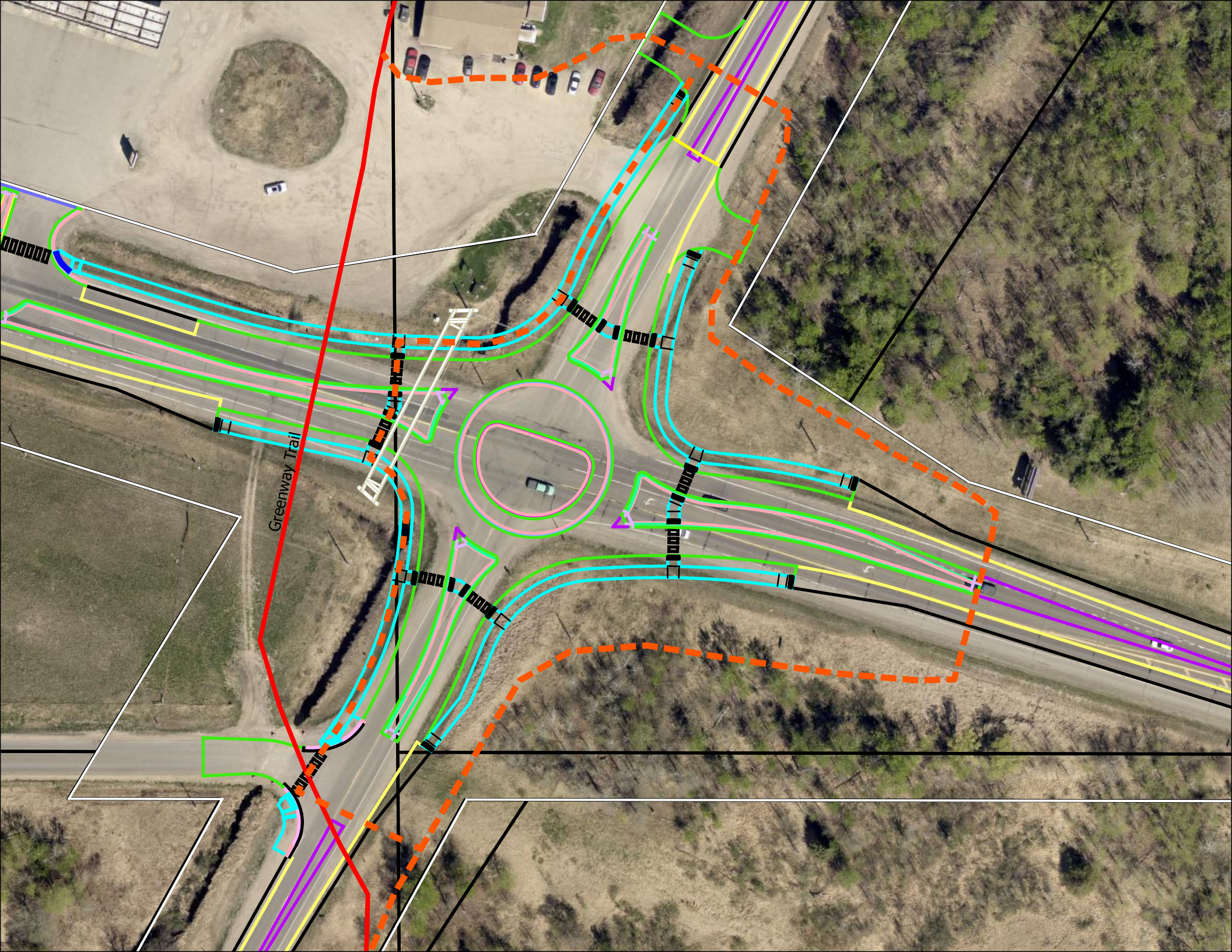
**New
Reroute
Option B**

ENBRIDGE
ENERGY LP

HARTWIG,
GERALD L
& DIANE K

NADEAU,
MICHAEL G

Greenway Trail



Greenway Trail



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Thursday, December 12, 2024

REQUEST FOR BOARD ACTION: RBA-2024-496

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Commissioner Johnson

AGENDA ITEM:

American Rescue Plan (ARP) Request - Capital Analytics Associates

BOARD ACTION REQUESTED:

Approve the American Rescue Plan (ARP) Request, in the amount of \$5,000, from Capital Analytics Associates for a Digital Advertisement for Itasca County project.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARP Request - Capital Analytics Associates

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

Amanda Schultz

From: noreply@civicplus.com
Sent: Monday, December 9, 2024 5:31 PM
To: Brett Skyles; Gail Guck; Amanda Schultz; Shelley Kebart; John Johnson
Subject: Online Form Submittal: American Rescue Plan (ARP) Request Form

CAUTION: This email originated from outside of the Itasca County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

American Rescue Plan (ARP) Request Form

AMERICAN RESCUE PLAN (ARP) REQUEST FORM

Entity Name:	Capital Analytics Associates
Name of Contact:	Cristina Villegas
Address:	8425 Woodfield Crossing Blvd
City:	Indianapolis
State:	IN
Zip Code:	46240
Phone Number:	(305) 974-1781
E-mail Address:	cvillegas@capitalaa.com
Commissioner District:	District 3 - John Johnson
Project Name:	Digital Advertisement for Itasca County
Amount Requested:	\$5,000.00
Project Budget & Summary of Project:	THIRD PAGE PACKAGE ■ Advertisement: Digital (with hyperlink) & print thi page in Invest:Minneapolis-St.Paul ■ Books: 5 copies of Invest: (retail: \$159/each) ■ Leadership Summit: Three (3) tickets
Additional Information:	<i>Field not completed.</i>

Email not displaying correctly? [View it in your browser.](#)