ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, June 3, 2025	2:30 PM	Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the Agenda as presented.

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

IV. MINUTES APPROVAL

1. Approve the minutes of the Tuesday, May 27, 2025 Itasca County Board Regular Session.

Motion To: Approve the Minutes, as delineated below.

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

V. CONSENT AGENDA

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

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

1. Approve Lease 12567 between Itaca County and the State of Minnesota, Department of Corrections and authorize necessary signatures.
2. Approve and accept the State of Minnesota, Department of Children, Youth, and Families Regional Administrative Agency Grant Contract between Itasca County Health & Human Services and the State of Minnesota for the Fraud Prevention Program.

3. Approve Landowner Enrollment Agreement and Certificate of Inclusion of Itasca County managed forest lands into the Lake States Forest Management Bat Habitat Conservation Plan, and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input

   Shirley Scherle, Janice Zahr, and Rick Doty provided citizen input regarding West Deer Lake Road and possible dust control.

2. Commissioner Warrants

   Motion To: Approve Commissioner Warrants with a check date of June 4, 2025, in the amount of $6,716,526.69.

3. Tentative sponsorship for the proposed Deer River - Cohasset Connection ATV trail

   Motion To: Approve tentative sponsorship for the proposed Deer River-Cohasset Connection ATV Trail proposal.

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

VII. ADMINISTRATOR UPDATE

VIII. COMMITTEE REPORTS

Commissioner Hopkins reported on attending a Grand Village meeting.

Commissioner Snyder reported on attending a Grand Village meeting, Mesabi Metallics meeting and met with the Governor's staff regarding Mesabi Metallics.

Commissioner Smith reported on attending a Grand Village meeting.

Commissioner Venema reported on attending a Grand Village meeting and an AEOA meeting.

IX. COMMISSIONER COMMENTS

Commissioner Smith provided comment regarding wanting to speak with the citizens that spoke about West Deer Lake Road at citizen input.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Venema adjourned the meeting at 2:44 PM.

ATTEST

Casey Venema
Chair of the County Board

Brett Skyles
Clerk of the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
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(218) 327-2847

Tuesday, May 27, 2025	2:30 PM	Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

II. APPROVAL OF AGENDA

Motion To: Approve the Agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes, as delineated below.

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

1. Approve the minutes of the Tuesday, May 20, 2025, Itasca County Board Regular Session.

V. CONSENT AGENDA

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

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

1. Approve the adoption of the Resolution Approving an Amendment to the Tax Abatement Agreement with Yanmar Compact Equipment North America and authorize necessary signatures.
2. Approve the request to utilize the Recorder's Compliance Fund for the purchase of equipment for the Assessor's department in the amount of $3,745.59.

VI. REGULAR AGENDA

1. Citizen Input

Citizen input from Karla Block, William Block, Penny Holcomb, Stephanie Kessler, Charlotte McDermott, Jim Dobbin, Georgia Niles, Tachelle Birkstaedt, Lynn Ettl, Gavin Edwards, Susan Ziege, Carol Kopp, L. M. Jenson, Tara Huotari and daughter, and Katherine Alseth spoke in support regarding Item #6.5 (Library Operations) and Stephanie Lipscy provided input in opposition. All were read into the record.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

2. Employee Recognition

Farewell to Kristina Loch, whose last day as an Accounting Technician for the Auditor/Treasurer's office was April 24, 2025, after 1+ year of service.

Congratulations to Amanda Schultz, who was promoted from Human Resources Assistant to Benefits and Leave Specialist in the Human Resources Office, effective May 11, 2025.

Congratulations to Leah Martinetto, who was promoted from Public Health Nurse to HCBS Specialist in the Health & Human Services Office, effective May 11, 2025.

Welcome to new employee, Kevin Olson, Park Maintenance Worker in the Land Department, effective May 19, 2025.

Welcome to new employee, Samuel Karkela, Corrections Deputy in the Sheriff's Department, effective May 19, 2025.

Welcome to new employee, Kelsi Miranda, Corrections Deputy in the Sheriff's Department, effective May 19, 2025.

Farewell to Casey Dabrowski, whose last day as a District Forester for the Land Department was May 23, 2025, after 8+ years of service.

Congratulations to Christopher Worth, who was promoted from Network Telecommunications Specialist to Helpdesk Lead in the MIS Department, which was effective May 25, 2025.

Congratulations to Don Warwas, who was promoted from Highwy Maintenance Supervisor to Highway Maintenance Superintendent in the Transportation Department, which was effective May 18, 2025.

3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of May 28, 2025, in the amount of $171,753.63.

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

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for May 2025, in the amount of $2,340,272.41.

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

5. Library Operations Presentation

Mayor Tasha Connelly and Director of Library Services Will Richter gave presentation on the operations of the Public Library and the need for additional funding.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

6. U of M Extension on the impact in Itasca County.
Regional Director Keri Cavitt, NE Program Leader Jan Derdowski, and EXT Educator Anna Stockstad gave presentation on the U of M Extension impact in Itasca County.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. ADMINISTRATOR UPDATE

VIII. COMMITTEE REPORTS

Commissioner Johnson reported on attending an Upper Midwest Employment Law Conference, Non-Traditional Funding Source Conference, and an Arrowhead Counties Association meeting.

Commissioner Snyder reported on attending and Extension Committee meeting, IEDC Board meeting, Arrowhead Library, and meeting with the Blandin CEO.

Commissioner Smith reported on attending a Kootasca meeting, and Mississippi Headwaters Board meeting

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding a state snowmobile trail use, spoke with Director of Probation Mark Smith and Probation Director Kevin Glass, and Soil and Water Group for State through AMC.

Commissioner Smith provided comment regarding the Headwaters Board Federal Land Exchange from Bowens Lodge proceeding

RECESS

Chair Venema recessed the meeting at 4:06 PM

RECONVENE

Chair Venema reconvened the meeting at 4:10 PM, with all members present.

X. CLOSED SESSIONS

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

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

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

Others Present: County Administrator Brett Skyles and Labor Attorney Scott Lepak, virtually.

Motion To: Go into Open Session.

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

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

XI. ADJOURN

Chair Venema adjourned the meeting at 5:10 PM.

ATTEST

Casey Venema Chair of the County Board	Brett Skyles Clerk of the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 3, 2025

REQUEST FOR BOARD ACTION: RBA-2025-424

DEPARTMENT: Administrative Services **TIME REQUESTED:**
PRESENTER:

AGENDA ITEM:
Lease 12567 Between Itasca County and the State of Minnesota, Department of Corrections

BOARD ACTION REQUESTED:
Approve Lease 12567 between Itaca County and the State of Minnesota, Department of Corrections and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Lease 12567

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

STATE OF MINNESOTA

LEASE

LEASE NO. **12567**

THIS LEASE is made by and between Itasca County, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Corrections.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

NOW, THEREFORE, Landlord and Tenant, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** Landlord grants and Tenant accepts the lease of the following described Leased Premises located in the City of Grand Rapids, County of Itasca, Minnesota 55744:

   approximately three thousand two hundred twenty five (3,225) usable square feet of space, as shown on the floor plan attached hereto and incorporated herein as Exhibit A, in the building known as the Itasca County Courthouse ("Building") located at 123 NE 4th Street.

2. **USE** Tenant shall use and occupy the Leased Premises only for office and related activities.

3. **LEASE TERM**

   3.1 Tenant's Work, Commencement and Expiration Dates

      a. The term of this Lease is five (5) years, commencing July 1, 2025 ("Commencement Date") and continuing through June 30, 2030 ("Lease Term").

      b. At no additional cost, Tenant shall have access to the entire Leased Premises on and after June 9, 2025 ("Tenant's Work Commencement Date") for furniture installation, moving in of office equipment or other personal property and IT installation ("Tenant's Work").

3.2 Adjustment of Commencement Date In the event Tenant cannot have access to the entire Leased Premises by the Tenant's Work Commencement Date and occupancy and possession of the entire Leased Premises did not occur on or before the Commencement Date:

a. The Commencement Date shall be the date Tenant occupies and takes possession of the Leased Premises in its entirety.

b. The parties hereto shall, by amendment to be executed in the same manner as the execution of this Lease, establish the correct Commencement Date and corresponding rent payable. If the Commencement Date is other than the first day of the month, the rent for the first month of occupancy shall be prorated to the product obtained by multiplying the monthly rent by a fraction, the numerator of which is the number of days in the month that the Leased Premises is occupied, and the denominator of which is the number of days in the applicable calendar month.

3.3 It is understood that Landlord will make every effort to meet the Commencement Date.

4. **USABLE SPACE MEASUREMENTS**

4.1 Definition The Leased Premises is defined as the total usable square feet exclusively occupied by Tenant and is the basis for calculation of rent payable hereunder.

4.2 Measurement Method Usable square feet is calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building corridor and other permanent walls or to the center of walls demising the Leased Premises from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.

4.3 Exclusions and Deductions Excluded from the usable square feet measurement are:

a. vertical shafts,
b. elevators,
c. stairwells,
d. dock areas,
e. mechanical, utility and janitor rooms,
f. restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants;
g. each and every column, dead wall space, and/or pilaster within the Leased Premises of four (4) square feet or more; and
h. each and every column and/or pilaster attached to the exterior, building corridor walls or demising wall within the Leased Premises.

5. **RENT**

5.1 Rent Payment In consideration for all covenants, representations and conditions of the Lease, Tenant agrees to pay Landlord rent for the Lease Term in the sum of two hundred forty six thousand two hundred twenty eight and 84/100 dollars ($246,228.84) in accordance with the rent schedule set forth below:

LEASE PERIOD			SQUARE FEET	RATE PER SQ. FT.	MONTHLY PAYMENT	RENT FOR LEASE PERIOD
7/1/25	-	6/30/26	3,225	$15.00	$ 4,031.25	$ 48,375.00
7/1/26	-	6/30/27	3,225	$15.00	$ 4,031.25	$ 48,375.00
7/1/27	-	6/30/28	3,225	$15.45	$ 4,152.19	$ 49,826.28
7/1/28	-	6/30/29	3,225	$15.45	$ 4,152.19	$ 49,826.28
7/1/29	-	6/30/30	3,225	$15.45	$ 4,152.19	$ 49,826.28
					Total	**$ 246,228.84**

5.2 Rent Billing Address Landlord shall email, mail or personally deliver all original bills and rent statements to Tenant at the following address:

Financial Services Division
Department of Corrections
1450 Energy Park Dr., # 200
St. Paul, MN 55108
Email: CO-Contracts.and.Leases.DOC@state.mn.us

5.3 Rent Payment Address Tenant shall pay Landlord via electronic payment to the payment address Landlord has provided in SWIFT, or mail or deliver each monthly rent payment set forth above at the end of the applicable calendar month to Landlord at the following address:

Itasca County
123 NE 4th Street
Grand Rapids MN 55744

5.4 Landlord Receipt of Rent Landlord represents and warrants that it is solely entitled to all rents payable under the terms of this Lease.

6. **PARKING** Landlord shall provide parking stalls in the parking lot adjacent to the Building for the use of Tenant, its invitees, licensees and guests. It is understood by Landlord and Tenant that there is no additional rent payable for parking provided in this Lease.

7. **TERMINATION**

7.1 Funding In the event that the Minnesota State Legislature does not appropriate to the Department of Corrections funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by Tenant upon giving thirty (30) days' prior written notice to Landlord.

7.2 Statute Pursuant to Minn. Stat. §16B.24, subd. 6, this Lease may be terminated upon thirty (30) days' prior written notice by Tenant to Landlord, for any reason except lease of other non-state-owned land or premises for the same use.

7.3 Any Reason Notwithstanding Sections 7.1 and 7.2 above, this Lease may be terminated by Landlord or Tenant for any reason at any time upon providing one hundred eighty (180) days' prior written notice to the other party.

8. **SURRENDER OF LEASED PREMISES** Landlord and Tenant hereby agree that at the expiration or earlier termination of this Lease or extension thereof:

8.1 Personal Property Any equipment and furniture, including, but not limited to, modular workstations, shelving units, projection screens, audio-video equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by Landlord or by Tenant, shall remain the property of Tenant. Tenant shall remove its Personal Property, vacate and surrender possession of the Leased Premises to Landlord in as good condition as when Tenant took possession, ordinary wear, tear and damage by the elements excepted. Tenant shall bear no responsibility for damage to the Leased Premises caused by Landlord or those acting under Landlord's direction.

8.2 Alterations, Additions and Improvements

a. All alterations, additions or improvements made to or installed upon the Leased Premises, whether paid for by Landlord or Tenant, including, but not limited to: walls, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, and security systems, including key pads, cypher locks, which in any manner are attached to the Leased Premises, shall remain the property of Landlord, and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by Tenant.

b. If requested by Tenant and upon prior approval of Landlord, Tenant may remove any alteration, addition or improvement as set forth in Section 8.2.a. above.

8.3 Low Voltage Cabling All low voltage cabling, including but not limited to voice, data, security system cabling installed by Tenant or by Landlord on behalf of Tenant, shall remain a part of the Leased Premises.

9. TELECOMMUNICATIONS

9.1 Building Access The Building's telephone/cable size must be large enough to provide access for the telecommunication company's facilities. If the entrance size does not meet the requirements for access by the telecommunication company's facilities, Landlord shall, at its expense, ensure that these requirements are met.

9.2 Access by Tenant's Service Providers Tenant and its selected telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall have access to and within the Building, for the installation and operation of telecommunications systems, including voice, video, data, internet, and any other services provided over wire, fiber optic, wireless, and any other transmission systems ("Telecommunications Services"), for part or all of Tenants telecommunications within the Building and from the Building to any other location. All providers of Telecommunications Services shall be required to comply with the rules and regulations of the Building, applicable Laws and Landlord's policies and practices for the Building.

9.3 Main Point of Presence (MPOP)/Intermediate Distribution Frame (IDF)

a. Landlord shall establish and identify the location of the MPOP for service provided by the telecommunications company facilities.

b. Landlord shall provide all required cable from the MPOP to the telecommunications panel (IDF) on the floor of which the Leased Premises are a part for present and future requirements (2 pair from the MPOP to the IDF for each workstation).

c. Landlord shall provide Tenant access to the Building-grounding electrode.

d. Landlord shall remove all cable/wiring that does not meet applicable building code.

e. Adequate plywood (3/4 - 5/8 inch) on wall for wire and equipment termination and installation, painted with a light-colored paint and meeting all applicable fire codes.

9.4 Station Wiring/Cable Access Landlord shall provide and install, at its expense, a horizontal subsystem that will provide a cable route from the IDF (telecommunication panel/closet/room) to each station on the floor. The subsystem could be made up of any one or parts of the following:

a. Under floor duct system (e.g., walker duct system).

b. Conduit.

c. Suspended ceilings.

d. Raised flooring.

e. Power poles.

10. **TENANT REQUESTED ALTERATIONS**

10.1 In the event Tenant desires to remodel, make alterations, additions, and/or changes and request design services (hereinafter, "Alterations") to the Leased Premises, and it is determined that the Alterations are at Tenant's expense, Tenant shall not make such Alterations without the advance written consent of Landlord, which Landlord shall not unreasonably withhold. Alterations shall be approved and arranged through Landlord as follows:

a. Upon Tenant's request, Landlord shall provide Tenant up to three (3) written cost estimates from Landlord's vendors for desired Alterations. Landlord or Landlord's agent/management company shall not include supervision fees as a part of the cost of Alterations.

b. Alterations shall be documented and authorized in advance according to the applicable cost level, as follows:

(i) Alterations totaling $4,999.99 or less shall be set forth in and authorized by Tenant in Tenant's signed Purchase Order which shall be submitted to Landlord.

(ii) Alterations totaling $5,000.00 through $9,999.99 shall be set forth in and authorized by Tenant in a signed Remodeling Request Memo, which shall be submitted to Landlord.

(iii) Alterations of $10,000.00 or more shall be set forth and authorized by Landlord and Tenant by way of an executed Amendment to the Lease.

10.2 Upon completion of the Alterations and Tenant's approval of the completed Alterations, Landlord shall pay the appropriate vendor(s), and Tenant shall reimburse Landlord within thirty (30) days following receipt of a detailed invoice from Landlord.

11. **DUTIES OF LANDLORD** Landlord shall, at its expense, provide the following:

11.1 Management

a. Landlord agrees that in exercising its management responsibilities of the property of which the Leased Premises is a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including, but not limited to: building code, fire code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.

b. Landlord shall use its best efforts to employ practices that protect occupants' health and ensure conservation of natural resources, including but not limited to recycling of recyclable materials, operation and maintenance of the Building and the Leased Premises utilizing low VOC-emitting materials and carpet backing material that is PVC free and carpeting that is recyclable.

11.2 Utilities Landlord shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.

11.3 Electrical Service Landlord shall provide adequate electrical service to the Leased Premises to accommodate Tenant's needs and the Building of which the Leased Premises is a part.

11.4 Heating and Cooling Landlord warrants that the Leased Premises are served by heating and cooling facilities of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below under all but the most extreme weather conditions, assuming optimal use by Tenant of all thermostats and other climate control devices, such as shutting off computers, opening or closing of blinds, doors and vents within the Leased Premises. Landlord shall provide Tenant with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature for office space are as follows:

a. From October 1 through April 30, between 70.5°F and 74.5°F. Temperature settings must be lowered to 63°F during periods outside of Working Hours.
b. From May 1 through September 30, between 72°F and 76°F. Temperature settings will be increased to 80°F during periods outside of Working Hours.

11.5 Relative Humidity Landlord warrants that the Leased Premises is served by heating, cooling and other facilities of a design capacity sufficient to maintain the Leased Premises within the range of 20% - 60% relative humidity, assuming optimal use of the thermostats and other climate control devices, such as the opening or closing of blinds, doors and vents within the Leased Premises.

11.6 Ventilation and Environmental Quality

a. Landlord shall provide outdoor fresh air per minute per person to the Leased Premises as outlined in Table 2 of ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62.1-2019, or as amended. An air cleaning device shall be used in the ventilation system which filters the outdoor air and shall have:

(i) A minimum filtration efficiency of thirty (30) percent as rated by ASHRAE 52.2-2017, or as amended, Atmospheric Dust Spot Efficiency Rating; **OR**

(ii) A minimum Efficiency Reporting Value (MERV) 8 as rated by ASHRAE 52.2-2017, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.

If air filters are used, Landlord shall change the filters at least three (3) times per year, preferably in March, July and November, or more often as required by industry standards and equipment manufacturer's standards.

b. Any secondary filtration systems (such as in heat pumps) shall have a minimum weight arrestance of eighty (80) percent as rated by ASHRAE 52.2-2017, or as amended, Weight Arrestance Method or Minimum Efficiency Reporting Value (MERV) 5 as rated by ASHRAE 52.2-2017, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size. If air filters are used, Landlord shall change the filters at least two (2) times per year or more often as required.

c. It is understood by Landlord and Tenant that no wall covering will be installed around pipe chases.

d. Landlord shall, at its expense and within a reasonable time, remove and replace any building material with visible or detected evidence of water infiltration or mold growth. In addition, Landlord shall, at its expense, provide to Tenant, upon Tenant's request, Landlord's water intrusion response plan, which shall comply with industry standards and practices pertaining to water infiltration within the Leased Premises.

11.7 Lighting

a. Landlord shall provide the Leased Premises with LED light fixtures and/or overhead lighting within the range of 20 to 50 foot-candle power at 30" above finished floor (AFF).

b. Landlord shall, at its expense, replace light bulbs/LED light bulbs in overhead lighting and light fixtures as needed. In addition, Landlord shall, at its expense, perform any maintenance and repairs and/or replace light ballasts, overhead lighting, light fixtures and similar lighting components as needed.

11.8 Restrooms Landlord shall provide the Leased Premises with separate restroom facilities for men, women and gender neutral which shall be in compliance with the

Americans with Disabilities Act (ADA) requirements. Such facilities shall be situated within the Leased Premises or be easily accessible therefrom. Ventilation for restrooms must be in accordance with applicable building codes.

11.9 Janitorial Service Landlord shall provide janitorial services to the Leased Premises and common areas of the Building.

11.10 Window Cleaning Landlord shall, at its expense, wash the inside of exterior windows of the Building, including ledges and sills. Landlord shall, at its expense, wash the outside of exterior windows of the Building, including ledges and sills in accordance with Landlord's Building's maintenance schedule.

11.11 Sustainability

a. Sustainable Building Guidelines Landlord agrees, when feasible, to follow the State of Minnesota B3 sustainable building guidelines for maintenance and improvements to the Leased Premises. Feasibility shall be determined by Landlord, in its sole discretion, and consider such factors as long term costs and benefits over the term of the Lease, performance, aesthetics, material/labor availability and impact on Building valuation.

b. Trash Removal Landlord shall, at its expense, provide solid waste/trash disposal services. In addition, Landlord shall provide centrally located trash containers in the Leased Premises, in the locations and number of containers agreed to by Landlord and Tenant, for the deposit of trash from each workstation/office by Tenant.

c. Recycling Services

(i) Pursuant to Minn. Stat. §16B.24, subd. 6(d), Landlord shall provide space for recyclable materials.

(ii) Pursuant to Minn. Stat. §115A.151, subd. (a)(1), Landlord shall, at its expense, provide recycling services to collect comingled (single sort) recyclable materials, such as, but not limited to, paper, glass, plastics and metal, including, but not limited to, performing the following services:

(a) centrally located recycling containers, in locations and number of containers agreed to by Landlord and Tenant, for the deposit of individual recycling containers; and

(b) Emptying the recycling containers at a centralized recycling station for pickup by the recycler and returning the recycling containers to the Leased Premises.

(iii) Landlord agrees if there is a facility within 50 miles of the Leased Premises and an available hauler, Landlord must provide, at its expense, containers at a central location for collection of organics for pickup by the hauler.

11.12 <u>Fire Safety</u> Landlord shall, at its expense, provide, inspect, monitor and maintain all fire extinguishers, fire alarms, fire detection systems, carbon monoxide detectors, fire sprinklers and fire suppression systems for the Leased Premises and Building as required by applicable codes/ordinances and /or the state fire marshal.

11.13 <u>Common Areas</u> The use and occupancy by Tenant of the Leased Premises shall include the reasonable nonexclusive use in common with others entitled thereto of the common and public access areas of the Building, including stairways, elevators, lobbies, hallways, grounds, walkways and parking lot(s). Landlord shall provide sufficient light, heat, maintenance and security measures to the common and public access areas of the Building, including stairways, elevators, lobbies and hallways so that such areas shall be safe and reasonably comfortable.

11.14 <u>Landscaping/Grounds Maintenance</u> Landlord shall, at its expense, maintain the landscaping, grounds, walkways and parking lot(s) surrounding the Leased Premises and the Building in good appearance, condition and repair, including, but not be limited to:

a. Grass cutting, fertilizing, weed control and tree trimming as necessary with annual shrubbery trimming;

b. Prompt removal and replacement of dead or dying trees and shrubbery with trees and shrubbery of similar size and type. Tenant may make recommendations for replacement types;

c. Seasonal flower planting and maintenance, including pollinator friendly plants;

d. Use of any plant materials or pesticide products containing neonicotinoid are prohibited;

e. Prompt removal of debris from grounds, walkways and parking lots;

f. Sweeping, seal-coating, repair, resurfacing and re-striping of parking lot surfaces as needed.

g. Prompt repair/replacement of up-heaved or sunken walkways and broken or damaged walkways and curbs.

h. Keep the parking lot(s) and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from debris and in good condition.

11.15 Snow Removal Landlord shall keep the parking lot and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from snow and ice. Snow plowing, snow shoveling and ice removal must be completed by 6:30 a.m. unless snow or wind conditions make this impossible. If the snow and ice removal is not completed by 6:30 a.m., Landlord will make every effort to complete the snow removal as soon as possible.

11.16 General Maintenance and Repairs

a. Landlord General Responsibility Landlord, at its expense, shall provide repair and maintenance as needed to maintain the Leased Premises and the Building in good order and condition, including, but not limited to, prompt repair and maintenance of all plumbing, wiring, electrical, heating (and, if applicable, cooling) devices, ductwork, roof, foundations, concrete surfaces, doors, ceilings (including ceiling tiles and ceiling grids), windows, window coverings (window shades, blinds, and window/privacy films), walls, gutters, downspouts, sewer and other utilities, whether interior or exterior, above or below ground, including repair and maintenance of improvements or equipment added to the Leased Premises, whether or not the original cost of the improvement or equipment was borne by Tenant.

b. Exceptions to Landlord Responsibility Landlord shall not be responsible for repairs upon equipment which are Tenant's personal property, nor shall Landlord bear the expense of repairs to the Leased Premises necessitated by damage caused by Tenant which is beyond normal wear and tear.

11.17 Heating, Ventilation and Air Conditioning (HVAC) Maintenance

a. Landlord shall, at its expense, maintain and make such necessary repairs to HVAC equipment, whether or not the HVAC equipment was paid for by Tenant.

b. Landlord shall document maintenance on the heating, ventilating and air conditioning system (e.g., filter changes and cleaning methods and procedures).

c. Air Conditioning Cooling Equipment Maintenance Air handling unit heating/cooling coils shall be cleaned by Landlord at a minimum annually or if determined more frequently based on preventative maintenance checks that shall be consistent with the industry and equipment manufacturer's standards and requirements for cleaning and maintenance.

11.18 Delivery of Leased Premises Landlord covenants that it will deliver the Leased Premises to Tenant in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease in effect and in good running order.

11.19 Quiet Enjoyment Tenant shall have the quiet enjoyment of the Leased Premises during the full Lease Term and any extension thereof.

11.20 Taxes and Assessments Landlord shall be responsible for payment of all taxes and assessments upon the Building and land of which the Leased Premises is a part.

11.21 Exterior Lighting Landlord shall provide adequate exterior lighting in the parking lots, Building entrance/exits and loading dock areas.

11.22 Disability Access Guidelines Landlord agrees to provide and maintain the Leased Premises and the Building of which the Leased Premises is a part with accessibility and facilities for persons with disabilities meeting code requirements, including but not limited to, Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions with jurisdiction and authority in connection with the property.

11.23 Pest Control Landlord shall provide pest control for the Leased Premises and the Building of which the Leased Premises is a part.

11.24 Repainting and Floor Covering Replacement Landlord shall, at its expense:

a. Touch up paint from time to time as may be reasonably necessary to keep the walls in good order and condition.

b. Repair or replace damaged or stained vinyl wall covering as necessary.

c. Replace worn, damaged or stained floor covering and wall base at such time during occupancy as may be necessary.

d. Paint the Leased Premises as reasonably required by Tenant any time after the fifth year of the Lease Term or extension(s) thereof.

e. Pay all costs associated with tear down and reinstallation of modular workstations and/or moving of any furniture, fixtures and equipment as necessary to facilitate the floor covering replacement and repainting set forth above.

12. **DUTIES OF TENANT**

12.1 Tenant shall allow access to the Leased Premises by Landlord or its authorized representatives at any reasonable time during the Lease Term for any purpose within the scope of this Lease.

12.2 Tenant shall not use the Leased Premises at any time for any purpose forbidden by law.

12.3 Assignment/Sublease Except for sublease to another state agency, board, council, commission or other political subdivisions of the State, Tenant shall not assign, sublet or otherwise transfer its interest in this Lease without the prior written consent of Landlord, which Landlord shall not unreasonably withhold.

12.4 Tenant shall observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and any other utility or service, whether such is furnished by Landlord or obtained and paid for by Tenant.

12.5 Except as otherwise provided in Section 11.24.e, Tenant shall cooperate with Landlord in moving Tenant's personal property to allow Landlord to perform its duties under this Lease.

13. **DESTRUCTION OF PREMISES** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenantable or Tenant is unable to conduct its business, the rent payable hereunder shall be abated from the time of the damage and Tenant shall have the option of terminating this Lease immediately or allowing Landlord the amount of time as Tenant deems reasonable to restore the damaged Leased Premises to tenantable condition. Landlord will provide immediate verbal notice and thirty (30) days' written notice to Tenant from the date of the damage, of Landlord's intentions to restore, or not restore the Leased Premises.

14. **INSURANCE AND LIABILITY**

14.1 Property Damage

a. It shall be the duty of Landlord and Tenant to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, but subject to subsection 14.1.b below, Landlord and Tenant hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible.

b. Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, loss, damage and expense arising from water or water-related incidents affecting the Leased Premises, except for those arising from Tenant's negligent or intentional acts or omissions.

14.2 Liability Subject to subsection 14.1.b. above, Landlord and Tenant agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Tenant's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

15. **BUILDING ACCESS AND SERVICES**

15.1 Landlord shall provide Building services to the Leased Premises from 8:00 a.m. to 4:30 p.m. Monday through Friday, also defined as "Working Hours".

15.2 Landlord shall provide access to the Leased Premises seven (7) days per week, twenty four (24) hours per day for authorized employees of Tenant.

15.3 Leased Premises and Building Keys/Key Cards At no additional cost to Tenant, Landlord shall provide to Tenant keys/key cards for access to the Leased Premises and the Building.

16. **NEW LANDLORD** In the event the Leased Premises or the Building of which the Leased Premises is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if Landlord shall sell, convey, transfer or assign this Lease or rents due under this Lease, or if for any reason there shall be a change in the manner in which the rent reserved hereunder shall be paid to Landlord, proper written notice of the change must be delivered to Tenant as promptly as possible. Tenant's "Transfer of Ownership of Lease" document and an amendment to the Lease shall be executed by the parties hereto in order that the Minnesota Management and Budget is provided with authorization to issue payments to a new party.

17. **DEFAULT BY LANDLORD** If Landlord shall default in the performance of any of the terms or provisions of this Lease, Tenant shall promptly so notify Landlord in writing. If Landlord shall fail to cure the default within thirty (30) days after receipt of the notice, or if the default is of the character as to require more than thirty (30) days to cure and Landlord shall fail to commence to do so within thirty (30) days after receipt of the notice and thereafter diligently proceed to cure the default, then in either event, Tenant, at its sole option, may terminate this Lease upon thirty (30) days' prior written notice, or may cure the default. In the event Tenant incurs costs towards curing the default or cures the default, Landlord shall pay all reasonable and actual expenses paid by Tenant to cure said default, including attorneys' fees, within ten (10) days of receipt of invoices therefore rendered, or Tenant shall have a specific right to set off any of the amounts due from Landlord against any rent payments or other amounts due under this Lease. In the event Tenant elects to terminate this Lease, the termination shall not

limit Tenant's rights to damages caused by the breach and failure to cure. This provision in no way limits Tenant's other remedies for breach under common law or this Lease.

18. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of Landlord relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.

19. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, Landlord and Tenant shall not permit smoking in the Leased Premises. In addition, Landlord and Tenant shall not permit the use of e-cigarettes, chewing tobacco, and vaping in the Leased Premises.

20. **HAZARDOUS SUBSTANCES**

20.1 General

a. "Hazardous Substances" is defined to mean any and all substances or materials that are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, cleanup or disclosure including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as now or hereafter amended ("CERCLA"), the Resources Conservation and Recovery Act, as now or hereafter amended ("RCRA"), the Superfund Amendments and Reauthorization Act of 1980, as now or hereafter amended ("TSCA") the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar statutes or regulations, and any wastes, pollutants and contaminants (including without limitation, materials containing asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls ("PCBs") and petroleum products including gasoline, fuel oil, crude oil and various constituents of such products).

b. Landlord warrants and covenants that it did not, and will not in the future, install, use, generate, store, dispose of or release Hazardous Substances on or about the Building of which the Leased Premises is a part, except for immaterial quantities of any Hazardous Substances customarily used in the construction and maintenance of like properties or in other uses of the Leased Premises or the Building or land of which it is a part, which have been used in accordance with applicable laws, statutes, regulations and ordinances then in effect. Landlord further agrees to indemnify and hold Tenant (and its officers, partners, employees, agents and directors) harmless from and against any claim, damage, loss, fine or any other expense (including without limitation clean-up costs, court costs, attorneys' fees, engineering or consultant fees, other costs of defense and sums paid in settlement of claims) arising out of Landlord's installation, use, generation, storage, disposal or release of any Hazardous Substances in or about the Leased Premises or the Building or the land of which the Leased Premises is a part.

c. Landlord represents and warrants there are no Hazardous Substances present within the Building or the land of which the Leased Premises is a part. In the event a qualified environmental testing company determines that Hazardous Substances do exist, in greater than immaterial quantities, in or about the Leased Premises or the Building or land of which the Leased Premises is a part, Tenant, at its option, may terminate this Lease with <u>sixty (60)</u> days written notice to Landlord.

20.2 <u>Storage Tank</u> Landlord has not, and to the best of its knowledge no prior owner or occupant installed in, on or about the Leased Premises or the Building or land of which the Leased Premises is a part, any storage tank containing Hazardous Substances, including, but not limited to: petroleum, crude oil or by-products of petroleum or crude oil.

20.3 <u>Asbestos</u> In addition to the above representations, covenants and warranties, Landlord hereby warrants that to the best of its knowledge, no materials containing asbestos have been used or installed upon the Leased Premises or, if at any time asbestos containing materials were located on the Leased Premises, such materials have been removed prior to the date of this Lease. Landlord further agrees to immediately remediate at Landlord's sole cost and expense, any asbestos found in the Building or the Leased Premises at any time during the Lease Term or extension(s) of this Lease.

20.4 <u>Radon</u>

a. Landlord has not undertaken environmental testing to determine the level of radon, a Class-A known human carcinogen, in the Leased Premises or the Building of which the Leased Premises is a part.

b. Because of the nature of radon, a naturally occurring soil gas, it may be present in any building. Tenant acknowledges that, because of the nature of radon, Landlord cannot guarantee that the Leased Premises or the Building of which the Leased Premises is a part will have low levels of radon.

c. Tenant may elect to have radon testing conducted at any time during the Lease Term and any extension(s) thereof. In the event Tenant elects to have radon testing conducted, the test shall be performed by a measurement professional licensed by the Minnesota Department of Health and according to the standards required by licensed professionals and the protocols set forth by the Minnesota Department of Health. Tenant must present the radon test report to the Landlord within <u>thirty (30)</u> days from Tenant's receipt of the radon test report from the licensed radon measurement professional.

d. If Tenant's radon test finds elevated radon concentrations, defined as exceeding the US Environmental Protection Agency's (USEPA) and the Minnesota Department of Health's Radon Action Level, Landlord must accept or dispute the test result, as follows:

(i) If Landlord accepts Tenant's radon test result, Landlord will reduce radon levels, at its sole cost and expense, in accordance with procedures set forth by the Minnesota Department of Health, by a licensed radon mitigation professional, or permit the Tenant to terminate the Lease as specified in Section 20.4.d.(iii) below.

(ii) If Landlord disputes Tenant's radon test result, Landlord, at its sole cost and expense, must conduct a radon test performed by a licensed radon measurement professional. This measurement is valid for a period of two years after the date of the testing. If the professional radon test contracted by Landlord finds an elevated radon concentration, the Landlord will reduce radon levels in the Leased Premises or the Building of which the Leased Premises is a part, at its sole cost and expense, in accordance with procedures set forth by the Minnesota Department of Health, by a licensed radon mitigation professional, or permit the Tenant to terminate the lease as specified in Section 20.4.d.(iii) below.

(iii) Following receipt of Tenant's radon test report, if Landlord fails to conduct its own testing within thirty (30) days or reduce the level of radon to below the USEPA Action Level within one hundred twenty (120) days, Tenant may terminate this lease with thirty (30) days written notice to Landlord.

e. All contracted radon measurement and radon reduction work must be conducted by a licensed radon measurement or mitigation professional.

21. SIGNAGE

21.1 Tenant shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the Building, through the windows or visible from the halls or other common areas of the Building, unless prior written approval for the signs has been secured from Landlord.

21.2 Building directories, room numbers, identification and directional signs shall be provided to the section level as it relates to Tenant's organization. The signage shall be provided and installed at Landlord's expense and shall be of a uniform design throughout the Building as mutually agreed upon by the parties.

22. **LAWS GOVERNING** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

23. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

23.1 Landlord must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by Tenant in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Landlord in accordance with this Lease. The civil remedies of Minnesota Statutes, section 13.08, apply to Landlord and Tenant.

23.2 Minnesota Statutes, Chapter 13, provides that all government data is public unless otherwise classified. If Landlord receives a request to release the data referred to in this Section, Landlord must immediately notify Tenant and consult with Tenant as to how Landlord should respond to the request. Landlord's response shall comply with applicable law, including that the response is timely. If Landlord denies access to the data, Landlord's response must reference the statutory basis upon which Landlord relied. Landlord does not have a duty to provide public data to the public if the public data is available from Tenant.

24. **ENTIRE AGREEMENT** This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the Rent, Tenant's use and occupancy of the Leased Premises, and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.

25. **HEADINGS** The titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

26. **EXECUTION IN COUNTERPARTS; ELECTRONIC SIGNATURES** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. The parties further agree that this Amendment may be executed by electronic signature and that said electronic signature shall be binding upon the party providing such signature as if it were the party's original signature. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.

27. **NOTICES**

27.1 All notices or communications between Landlord and Tenant shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 27.2 below.

a. when personally delivered to the addressee, or

b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or

c. when delivered via electronic mail from Tenant to Landlord to: brett.skyles@co.itasca.mn.us, (provided such delivery or attempted delivery is confirmed), or

d. one (1) business day after deposited with an overnight courier service.

27.2 Mailing Addresses:

LANDLORD:	TENTANT:
Itasca County 123 NE 4th Street Grand Rapids MN 55744 Attn: Brett Skyles brett.skyles@co.itasca.mn.us	Department of Administration Real Estate and Construction Services 50 Sherburne Ave, Room 309 St Paul MN 55155 Attn: Lease Supervisor

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ATTACHMENTS:

Exhibit A Leased Premises Floor Plan

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:
ITASCA COUNTY
Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

By_______________________________

Title_______________________________

Date_______________________________

By_______________________________

Title_______________________________

Date_______________________________

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By_______________________________
Real Estate and Construction Services

Date_______________________________
("Effective Date")

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF CORRECTIONS

By_______________________________

Title_______________________________

Date_______________________________

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds are encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By_______________________________

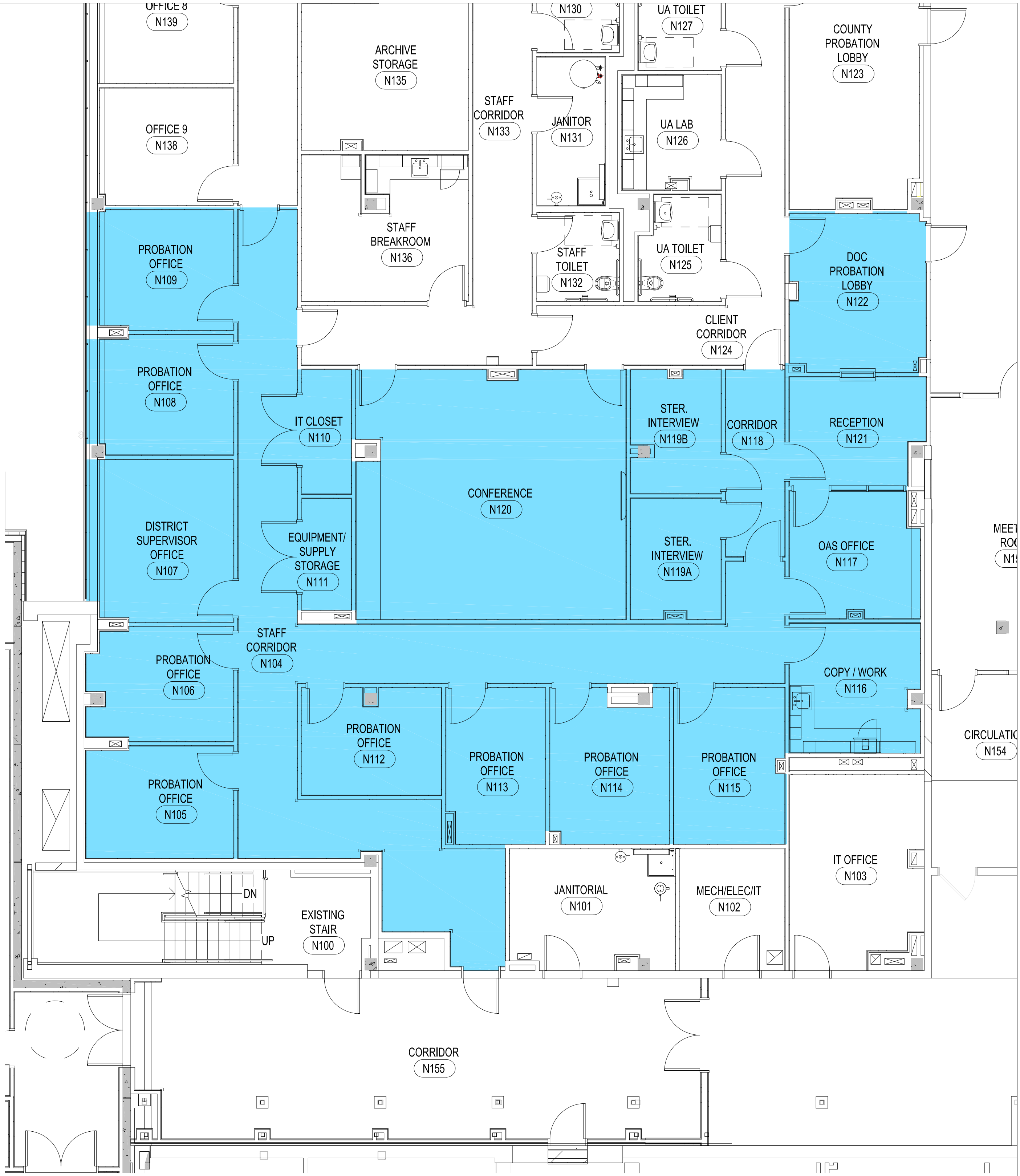
Date_______________________________

SWIFT P.O._______________________________

Contract No._______________________________

Account Code_______________________________

Fund No._______________________________



Itasca County Government Center
123 NE Fourth Street, Grand Rapids
Lease #12567
Department of Corrections (DOC)
3,225 USF Office
Measured by Admin/RECS: SJ 7/8/2024

EXHIBIT A

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 3, 2025

REQUEST FOR BOARD ACTION: RBA-2025-422

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Christine Krebs

AGENDA ITEM:
Fraud Prevention Program Grant

BOARD ACTION REQUESTED:
Approve and accept the State of Minnesota, Department of Children, Youth, and Families Regional Administrative Agency Grant Contract between Itasca County Health & Human Services and the State of Minnesota for the Fraud Prevention Program.

BACKGROUND:
The Fraud Prevention Program Grant is in the amount, and not to exceed, $100,000 in each state fiscal year. This grant runs from July 1, 2025 - June 30, 2027. The Fraud Prevention Investigator does investigations for both Itasca County and Koochiching County.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2026-2027 Grant Contract with Multi-County Itasca Region final

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

DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES

Minnesota Department of Children, Youth, and Families Regional Administrative Agency Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Children, Youth, and Families, Office of Inspector General ("STATE") and Itasca County, an independent grantee, not an employee of the State of Minnesota, located at 1209 SE 2nd Ave, Grand Rapids, Minnesota 55744 ("REGIONAL ADMINISTRATIVE AGENCY").

RECITALS

STATE, pursuant to Minnesota Statutes, sections 142A.03, subdivisions 2(c) and 2(e)(6), 256.983, and 142E.02, subdivision 5 , has authority to enter into contracts for the following services: maintaining and establishing cost effective Fraud Prevention Investigation (FPI) programs in accordance with operational requirements, forms and reporting mechanisms as contained in the STATE's FPI Program Manual, and amendments and supplements thereto, which are incorporated herein by reference.

Pursuant to Minnesota 2023 Session Laws, Chapter 70, Article 12, Section 14, Subdivision 1, the Department of Children Youth and Families (DCYF) was established effective July 1, 2024. Any references to the Minnesota Department of Human Services or DHS in this contract and all related documents, including any attachments, appendices, and forms, should be construed as references to DCYF.

WHEREAS, the REGIONAL ADMINISTRATIVE AGENCY FPI program service area consists of the following counties: Itasca and Koochiching (COUNTIES); and

WHEREAS, Christine Krebs or its successor acknowledges that it will be the fiscal agent for the REGIONAL ADMINISTRATIVE AGENCY; and

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with REGIONAL ADMINISTRATIVE AGENCY.

REGIONAL ADMINISTRATIVE AGENCY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **July 1, 2025**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **June 30, 2027** , or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. REGIONAL ADMINISTRATIVE AGENCY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and REGIONAL ADMINISTRATIVE AGENCY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. REGIONAL ADMINISTRATIVE AGENCY shall have a continuing obligation after the termination or expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. REGIONAL ADMINISTRATIVE AGENCY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. REGIONAL ADMINISTRATIVE AGENCY'S DUTIES.

2.1 Duties. REGIONAL ADMINISTRATIVE AGENCY shall perform duties as follows:

- **a.** Conduct timely fraud prevention investigations of applicants, recipients, and other participants in the human services and children, youth, and families programs administered by the REGIONAL ADMINISTRATIVE AGENCY.
- **b.** Ensure that its FPI program operations and investigative techniques follow the STATE's FPI Guidelines found in the Fraud Prevention Investigation Program Manual (hereinafter, FPI Guidelines), which are incorporated herein by reference, federal regulations, Minnesota laws, and REGIONAL ADMINISTRATIVE AGENCY ordinances.
- **c.** Refer for criminal prosecution public assistance recipients and providers who have committed intentional program violations (IPV) or, when such prosecutions are declined by a REGIONAL ADMINISTRATIVE AGENCY attorney or the REGIONAL ADMINISTRATIVE AGENCY decides not to pursue criminal prosecution of an IPV, pursue administrative disqualification of a provider or recipient in lieu of criminal prosecution in compliance with Minnesota Statutes, sections 256.046 and 142E.51, subdivision 5.
- **d.** Use staff that qualify as investigators through the REGIONAL ADMINISTRATIVE AGENCY's personnel classification system or licensed by either the State of Minnesota Board of Peace Officer Standards and Training (POST) or State of Minnesota Board of Private Detective and Protective Agent Services.
- **e.** Notify the STATE of any staffing changes that result in fewer FPI investigators than are in the REGIONAL ADMINISTRATIVE AGENCY's approved CONTRACT attachments. REGIONAL ADMINISTRATIVE AGENCY staff changes that result in fewer investigators permanently will likely result in reduced FPI program funding.

f. Allow REGIONAL ADMINISTRATIVE AGENCY FPI staff to attend and participate in the development and presentation of STATE sponsored training and other FPI program related workgroups.

g. Utilize the State's FPI Fraud Application System Environment (FASE) for FPI staff to report the results of public assistance fraud investigations, whether administrative, civil or criminal.

h. Maintain investigative case files as required by the FPI Guidelines. The REGIONAL ADMINISTRATIVE AGENCY shall provide the STATE access to all FPI case files during the REGIONAL ADMINISTRATIVE AGENCY'S regular business hours. The STATE will regularly review the REGIONAL ADMINISTRATIVE AGENCY'S FPI case files and evaluate the success of the REGIONAL ADMINISTRATIVE AGENCY'S FPI program.

i. Timely submit narrative, financial or statistical reports either as required in FPI Guidelines or as requested by the STATE.

j. Ensure that eligibility workers make referrals to the REGIONAL ADMINISTRATIVE AGENCY'S FPI staff when appropriate and cooperate with case action reporting requirements.

k. Ensure that healthcare overpayments arising from FPI investigations are calculated and reported to FPI investigators to the same extent as all other programs related to the FPI program. The STATE will regularly monitor the REGIONAL ADMINISTRATIVE AGENCY's compliance with this obligation. Compliance will be a component of the STATE's evaluation of the REGIONAL ADMINISTRATIVE AGENCY's FPI program.

l. Annually provide training to REGIONAL ADMINISTRATIVE AGENCY's eligibility workers in fraud detection to assist them in identifying cases that should be referred.

m. Evaluate FPI referral rates among eligibility workers in order to help identify fraud detection training needs.

n. Cooperate with the STATE in maintaining cost effective program operations by expanding FPI service coverage to other counties as deemed necessary by the STATE.

o. Provide short term fraud prevention investigation services to other counties as deemed necessary by the STATE.

p. Submit quarterly claim reimbursement for the FPI program expenditures on the STATE's Financial Operations Division's Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550).

q. **REQUIRED REGIONAL ADMINISTRATIVE AGENCY ATTACHMENTS.** The REGIONAL ADMINISTRATIVE AGENCY shall provide documentation of the following the effective date in Clause 1.1 of this CONTRACT:

1. REGIONAL ADMINISTRATIVE AGENCY organizational chart showing its management structure and divisions, and the number and placement of REGIONAL ADMINISTRATIVE AGENCY FPI staff within this structure.
2. Position descriptions and personnel classification of funded REGIONAL ADMINISTRATIVE AGENCY FPI employees, including an itemization of all tasks performed and the percentage of time spent on those tasks.
3. Where applicable, contractual agreements between REGIONAL ADMINISTRATIVE AGENCY and service providers of fraud prevention investigation services.
4. A copy of the REGIONAL ADMINISTRATIVE AGENCY's policy and procedures for resolving intentional program violations through criminal prosecution or through the administrative disqualification hearing process when a completed fraud prevention investigation identifies an intentional program violation and no criminal action is taken.

r. **REGIONAL ADMINISTRATIVE AGENCY OBLIGATIONS RELATED TO USE OF THE STATE'S FRAUD APPLICATION SYSTEM ENVIRONMENT (FASE) ELECTRONIC DATABASE.**

1. The REGIONAL ADMINISTRATIVE AGENCY is responsible for ensuring that the STATE's FASE electronic database is utilized only by FPI REGIONAL ADMINISTRATIVE AGENCY staff or agents, and their related support staff where applicable, and only for legitimate REGIONAL ADMINISTRATIVE AGENCY business or State business.
2. The STATE is exclusively responsible for approving requests for FASE access and for determining and providing access rights to all FASE users.
3. The REGIONAL ADMINISTRATIVE AGENCY shall ensure that all REGIONAL ADMINISTRATIVE AGENCY users and agents who are provided access to FASE fully complete a FASE Access Request form approved and signed by their immediate supervisor. The REGIONAL ADMINISTRATIVE AGENCY shall maintain the original and send a copy to the State. All FASE Access Request forms must be sent to the STATE's FASE Administrator named in Clause 7.5. The REGIONAL ADMINISTRATIVE AGENCY shall immediately notify the STATE in writing if an employee who has access to FASE's employment ends, role changes, or access to FASE is no longer required or appropriate.
4. If any REGIONAL ADMINISTRATIVE AGENCY supervisor, manager, or executive, or REGIONAL ADMINISTRATIVE AGENCY personnel responsible for monitoring access to state or REGIONAL ADMINISTRATIVE AGENCY electronic databases, develops a reasonable suspicion that FASE or any database that is accessed through FASE or used for investigative purposes, has been used or accessed improperly or illegally, the REGIONAL ADMINISTRATIVE AGENCY shall immediately investigate the matter and notify the STATE in writing no later than one (1) day following the REGIONAL ADMINISTRATIVE AGENCY's confirmation that an improper or illegal access, use or disclosure has occurred. "Reasonable suspicion" means any information or data that objectively supports the REGIONAL ADMINISTRATIVE AGENCY'S belief that improper or illegal access, disclosure or use has occurred. **A request to the STATE (or any other database provider) for an audit of any FASE user's use or access does not constitute notice of illegal access, use or disclosure has occurred**.
5. The REGIONAL ADMINISTRATIVE AGENCY shall provide the STATE with all details of the improper or illegal use or disclosure. Failure to provide this notice may result in the REGIONAL ADMINISTRATIVE AGENCY's loss of access to FASE. The STATE may terminate, suspend or otherwise limit the REGIONAL ADMINISTRATIVE AGENCY's or any user's or agent's access to FASE based upon a determination that FASE was accessed or used improperly or illegally, or if a REGIONAL ADMINISTRATIVE AGENCY user or agent is responsible for an improper disclosure. The REGIONAL ADMINISTRATIVE AGENCY agrees to cooperate with any investigation related to FASE, or any database accessed through FASE, improper or illegal use or disclosure as required or requested by the STATE.
6. Within one (1) business day following any REGIONAL ADMINISTRATIVE AGENCY determination of an improper or illegal use of or disclosure from FASE or any database accessed through FASE, the REGIONAL ADMINISTRATIVE AGENCY shall notify the STATE in writing of the details of that resolution.
7. The Regional Administrative Agency shall prepare a report, and deliver to the STATE, the facts and results of the investigation. The report must at a minimum include:
    i. A description of the data that was accessed or acquired;
    ii. The names and number of individuals whose data was improperly accessed, disclosed or acquired;
    iii. The name of each Regional Administrative Agency user or agent determined responsible for the unauthorized access, disclosure or

acquisition and the amount of their unauthorized access for each victim; and

iv. The final disposition of any disciplinary action taken against each Regional Administrative Agency user is response, or if disciplinary action or action was determined to be unnecessary, the specific findings and reasons for that determination, excluding information protected by law.

8. All communications regarding an improper or illegal use of or disclosure from FASE, or the databases accessed through FASE, shall be sent to the Department of Children, Youth, and Families, Office of the Inspector General, Authorized Representative or successor.
9. The REGIONAL ADMINISTRATIVE AGENCY agrees to assist the STATE in any investigation of a REGIONAL ADMINISTRATIVE AGENCY's improper or illegal use of FASE.
10. The REGIONAL ADMINISTRATIVE AGENCY agrees to comply with Minnesota Statutes, section 13.055 in relation to any breach in the security of data.
11. In the event of a data breach, the party responsible for the breach must promptly alert the other party and provide notifications of the breach to the impacted individuals. In addition to providing notification to the impacted individuals, in the event of a privacy incident, each party is responsible for performing mitigative and other remedial actions as required by law.
12. The REGIONAL ADMINISTRATIVE AGENCY agrees to indemnify STATE to the extent provided in clause 9, Liability, and hold harmless the STATE from any lawsuits or damages, including punitive damages, resulting from REGIONAL ADMINISTRATIVE AGENCY staff data breaches that result from FASE use.
13. The STATE may immediately terminate FASE access, and access through FASE to any database or website that is accessed through FASE, for any REGIONAL ADMINISTRATIVE AGENCY staff that misuses FASE.

s. The STATE reserves the exclusive right to determine the action it will take against the REGIONAL ADMINISTRATIVE AGENCY for any REGIONAL ADMINISTRATIVE AGENCY user's or REGIONAL ADMINISTRATIVE AGENCY agent's misuse of FASE access or any database or website that is accessed through FASE.

2.2. Grant Progress Reports.

REGIONAL ADMINISTRATIVE AGENCY shall submit grant progress reports to the STATE on a quarterly basis. Grant progress reports shall summarize activities and outcomes for the given period, and may include, but are not limited to goals, objectives, activities, outcomes, challenges, lessons learned and financial information. REGIONAL ADMINISTRATIVE AGENCY shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format:

Due Date:	**For service period:**
October 20, 2025	Prior quarter
January 20, 2026	Prior quarter
April 20, 2026	Prior quarter
July 20, 2026	Prior quarter
October 20, 2026	Prior quarter

January 20, 2027	Prior quarter
April 20, 2027	Prior quarter
July 20, 2027	Prior quarter

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the State of Minnesota Accessibility Standard, as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the State of Minnesota Accessibility Standard and any documents, reports, communications, etc. contained in an electronic format that REGIONAL ADMINISTRATIVE AGENCY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by REGIONAL ADMINISTRATIVE AGENCY under this CONTRACT.

a. **Compensation.**
   1. REGIONAL ADMINISTRATIVE AGENCY will be paid in accordance with **Attachment A**, 2026-2027 Budget Justification Form, which is attached and incorporated into this CONTRACT.
   2. Budget Modification.
      a. REGIONAL ADMINISTRATIVE AGENCY must obtain STATE written approval before changing any part of the budget.
      b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
      c. If REGIONAL ADMINISTRATIVE AGENCY's approved budget changes proceed without an amendment pursuant to this clause, REGIONAL ADMINISTRATIVE AGENCY must record the budget change in a format approved by the STATE.

b. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of REGIONAL ADMINISTRATIVE AGENCY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the Commissioner's Plan, page 69, Chapter 15.[1] REGIONAL ADMINISTRATIVE AGENCY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to REGIONAL ADMINISTRATIVE AGENCY shall not exceed **one hundred thousand dollars** (**$**). In state fiscal year 2026, the REGIONAL ADMINISTRATIVE AGENCY shall not invoice the STATE, and STATE shall not pay REGIONAL ADMINISTRATIVE AGENCY more than **one hundred thousand dollars ($).** In state fiscal year 2027, the REGIONAL ADMINISTRATIVE AGENCY shall not invoice the STATE, and STATE shall not pay the REGIONAL ADMINISTRATIVE AGENCY more than **one hundred thousand dollars ($).**

d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. **Invoices.** Payments shall be made by STATE promptly after REGIONAL ADMINISTRATIVE AGENCY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: **quarterly**. If STATE does not prescribe a form, REGIONAL ADMINISTRATIVE AGENCY may submit invoices in a mutually agreed invoice format.

REGIONAL ADMINISTRATIVE AGENCY reimbursement shall be made through the settlement provisions applicable to the Supplemental Nutrition Assistance Program (SNAP), Minnesota Family Investment Program (MFIP), child care assistance programs, the medical assistance program, and other federal and state-funded programs. Payments shall be made through the settlement provisions as provided in the Cost Allocation Plan for claiming FPI costs and summarized on the applicable pages of the STATE'S Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550) or other expenditure reporting formats approved by the STATE'S Financial Operations.

b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to REGIONAL ADMINISTRATIVE AGENCY. In the event of such termination, REGIONAL ADMINISTRATIVE AGENCY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE

[1] https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp

has determined that REGIONAL ADMINISTRATIVE AGENCY is a “contractor” and not a “subrecipient” pursuant to 2 C.F.R section 200.331.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by REGIONAL ADMINISTRATIVE AGENCY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. REGIONAL ADMINISTRATIVE AGENCY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if REGIONAL ADMINISTRATIVE AGENCY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, REGIONAL ADMINISTRATIVE AGENCY must pay all subcontractors, within ten (10) calendar days of REGIONAL ADMINISTRATIVE AGENCY’s receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, REGIONAL ADMINISTRATIVE AGENCY agrees to minimize administrative costs as a condition of this grant. REGIONAL ADMINISTRATIVE AGENCY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., REGIONAL ADMINISTRATIVE AGENCY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If REGIONAL ADMINISTRATIVE AGENCY receives funds from a source other than STATE in exchange for services, then REGIONAL ADMINISTRATIVE AGENCY may not receive payment from STATE for those same services. REGIONAL ADMINISTRATIVE AGENCY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

REGIONAL ADMINISTRATIVE AGENCY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- **a.** Any amounts received by REGIONAL ADMINISTRATIVE AGENCY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- **b.** Any amounts paid by REGIONAL ADMINISTRATIVE AGENCY to a subcontractor not authorized in writing by STATE;
- **c.** Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line-item budget, clause 3.1(a);
- **d.** Any amounts paid by STATE for which REGIONAL ADMINISTRATIVE AGENCY’S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by

REGIONAL ADMINISTRATIVE AGENCY to perform contract services, in accordance with clause 2, REGIONAL ADMINISTRATIVE AGENCY's Duties; and/or

e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. Termination by the State.

a. Without cause. STATE may terminate this CONTRACT without cause, upon 30 days' written notice to REGIONAL ADMINISTRATIVE AGENCY. Upon termination, REGIONAL ADMINISTRATIVE AGENCY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

b. Termination for Cause. STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

6.2. Termination by the Commissioner of Administration.

In accord with Minn. Stat. § 16B.991, subd. 2, the Commissioner of Administration may unilaterally terminate this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

6.3. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to REGIONAL ADMINISTRATIVE AGENCY. STATE is not obligated to pay for any services that are provided after the effective date of termination. REGIONAL ADMINISTRATIVE AGENCY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide REGIONAL ADMINISTRATIVE AGENCY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.4. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by REGIONAL ADMINISTRATIVE AGENCY, STATE shall provide REGIONAL ADMINISTRATIVE AGENCY written notice of the breach and ten (10) days to cure the breach. If REGIONAL ADMINISTRATIVE AGENCY does not cure the breach within the time allowed, REGIONAL ADMINISTRATIVE AGENCY will be in default of this CONTRACT and STATE may terminate the CONTRACT immediately thereafter. If REGIONAL ADMINISTRATIVE AGENCY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

6.5. Conviction relating to a grant. In accordance with Minn. Stat. § 16B.991, subd. 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Thomas Johnson** or successor. Phone and email: **(651) 431-6050 and Thomas.S.Johnson@state.mn.us**. This representative shall have final authority for acceptance of REGIONAL ADMINISTRATIVE AGENCY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. Regional Administrative Agency. REGIONAL ADMINISTRATIVE AGENCY's Authorized Representative is **Christine Krebs** or successor. Phone and email: **218-327-6152 christine.krebs@co.itasca.mn.us** . If REGIONAL ADMINISTRATIVE AGENCY's Authorized Representative changes at any time during this CONTRACT, REGIONAL ADMINISTRATIVE AGENCY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) REGIONAL ADMINISTRATIVE AGENCY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Click here to enter name** or successor. Phone and email: **Click here to enter text**.

7.4 Project Manager. The State's Project Manager for this CONTRACT is **Michelle Dehn** or successor. Phone and email: **651-431-3980 and michelle.dehn@state.mn.us.**

7.5 FASE Administrator. The State's FASE Administrator for this CONTRACT is Crystal Herman or successor. Phone and email: **651-431-4569 and crystal.herman@state.mn.us.**

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The REGIONAL ADMINISTRATIVE AGENCY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The REGIONAL ADMINISTRATIVE AGENCY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the REGIONAL ADMINISTRATIVE AGENCY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by REGIONAL ADMINISTRATIVE AGENCY or REGIONAL ADMINISTRATIVE AGENCY'S agents or employees. This clause shall not be construed to bar any legal remedies REGIONAL ADMINISTRATIVE AGENCY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY. In the course of performance under this CONTRACT, STATE will provide "Not public data" and "protected health information," as defined in and protected by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and the Health Information Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 (HIPAA), to REGIONAL ADMINISTRATIVE AGENCY. Information privacy and security shall be governed by the Information Privacy and Security Agreements and/or the Business Associate Agreements which Itasca County and Koochiching County each executed with the Minnesota Department of Human Services (DHS) in 2015 that are on file at DHS, as well as any current or future amendments to those documents. In accord with 45 C.F.R. § 164.512(d), PHI will be disclosed to the REGIONAL ADMINISTRATIVE AGENCY because it is performing a health oversight activity under this CONTRACT.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by REGIONAL ADMINISTRATIVE AGENCY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by REGIONAL ADMINISTRATIVE AGENCY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by REGIONAL ADMINISTRATIVE AGENCY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, REGIONAL ADMINISTRATIVE AGENCY must cite the data or make clear by referencing that STATE is the source.

11.3. Responsibilities.

a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by REGIONAL ADMINISTRATIVE AGENCY, including its employees and subcontractors, and are created and paid for under this CONTRACT, REGIONAL ADMINISTRATIVE AGENCY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the

Authorized Representative with complete information and/or disclosure thereon. REGIONAL ADMINISTRATIVE AGENCY will assign all right, title, and interest it may have in the Works and the Documents to STATE.

b. **Filing and recording of ownership interests.** REGIONAL ADMINISTRATIVE AGENCY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. REGIONAL ADMINISTRATIVE AGENCY must perform all acts and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither REGIONAL ADMINISTRATIVE AGENCY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

c. **Duty not to infringe on intellectual property rights of others.** REGIONAL ADMINISTRATIVE AGENCY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, REGIONAL ADMINISTRATIVE AGENCY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at REGIONAL ADMINISTRATIVE AGENCY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. REGIONAL ADMINISTRATIVE AGENCY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in REGIONAL ADMINISTRATIVE AGENCY's or STATE's opinion is likely to arise, REGIONAL ADMINISTRATIVE AGENCY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the REGIONAL ADMINISTRATIVE AGENCY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the REGIONAL ADMINISTRATIVE AGENCY's website when practicable.

12.2. Endorsement. REGIONAL ADMINISTRATIVE AGENCY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT.

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of $5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND REGIONAL ADMINISTRATIVE AGENCY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the REGIONAL ADMINISTRATIVE AGENCY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If REGIONAL ADMINISTRATIVE AGENCY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and REGIONAL ADMINISTRATIVE AGENCY debarment information. REGIONAL ADMINISTRATIVE AGENCY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, REGIONAL ADMINISTRATIVE AGENCY acknowledges that REGIONAL ADMINISTRATIVE AGENCY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving $750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

REGIONAL ADMINISTRATIVE AGENCY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions: https://mn.gov/admin/osp/government/suspended-debarred/. REGIONAL ADMINISTRATIVE AGENCY's certification is a material representation upon which the CONTRACT award was based. REGIONAL ADMINISTRATIVE AGENCY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

REGIONAL ADMINISTRATIVE AGENCY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore REGIONAL ADMINISTRATIVE AGENCY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. REGIONAL ADMINISTRATIVE AGENCY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. REGIONAL ADMINISTRATIVE AGENCY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute and will incorporate the substitute provision in this CONTRACT according to clause 17.1.

b. This CONTRACT contains all negotiations and agreements between STATE and REGIONAL ADMINISTRATIVE AGENCY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. REGIONAL ADMINISTRATIVE AGENCY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, REGIONAL ADMINISTRATIVE AGENCY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, REGIONAL ADMINISTRATIVE AGENCY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

REGIONAL ADMINISTRATIVE AGENCY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. REGIONAL ADMINISTRATIVE AGENCY shall ensure that the material obligations, borne by the REGIONAL ADMINISTRATIVE AGENCY in this CONTRACT, apply as between REGIONAL ADMINISTRATIVE AGENCY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and REGIONAL ADMINISTRATIVE AGENCY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. REGIONAL ADMINISTRATIVE AGENCY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity or expression, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. REGIONAL ADMINISTRATIVE AGENCY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, REGIONAL ADMINISTRATIVE AGENCY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any REGIONAL ADMINISTRATIVE AGENCY program or activity.

REGIONAL ADMINISTRATIVE AGENCY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

20.3 Grants management policies. REGIONAL ADMINISTRATIVE AGENCY must comply with required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. REGIONAL ADMINISTRATIVE AGENCY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. REGIONAL ADMINISTRATIVE AGENCY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. REGIONAL ADMINISTRATIVE AGENCY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

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Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. **STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By:_____________________________________

Date:___________________________________

Contract No:_____________________________

2. **REGIONAL ADMINISTRATIVE AGENCY**

Signatory certifies that REGIONAL ADMINISTRATIVE AGENCY's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the REGIONAL ADMINISTRATIVE AGENCY to the terms of this Agreement. REGIONAL ADMINISTRATIVE AGENCY and Signatory agree that the State Agency relies on the Signatory's certification herein.

By:_____________________________________

Title:___________________________________

Date:__________________________________

3. **STATE AGENCY**

By (with delegated authority):_______________________________

Title:___________________________________

Date:___________________________________

Distribution: (fully executed contract to each)

Office of Grants and Contracts

REGIONAL ADMINISTRATIVE AGENCY

State Authorized Representative

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 3, 2025

REQUEST FOR BOARD ACTION: RBA-2025-423

DEPARTMENT: Land Department
TIME REQUESTED: < 5 Minutes
PRESENTER: Michael Gibbons

AGENDA ITEM:
Forest Management Bat Habitat Conservation Plan

BOARD ACTION REQUESTED:
Approve Landowner Enrollment Agreement and Certificate of Inclusion of Itasca County managed forest lands into the Lake States Forest Management Bat Habitat Conservation Plan, and authorize necessary signatures.

BACKGROUND:
The northern long-eared bat, little brown bat, Indiana bat and tricolored bat have been classified as an endangered species by the U.S. Fish & Wildlife Service. In order for Itasca County to continue with activities associated with summer harvesting of its timber resources and with maintenance of public recreational trails, the county needs to enroll its county-managed lands into the Lake States Habitat Conservation Plan. The program will be administered by MN DNR with annual reporting requirements by the county. The land department recommends the county board approve this Landowner Enrollment Agreement and Certificate of Inclusion and General Permit 35141 in order to be compliant with federal endangered species laws for its summer forest management, forest road and recreational trail activities.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Itasca_County_LandownerAgreement_COI

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

Landowner Agreement and Certificate of Inclusion

1.0 Landowner Information

Landowner: **Itasca County Land Department**

Landowner Contact: **Kory Cease**

Address: **1177 LaPrairie Ave, Grand Rapids, MN 55744**

Phone: **218-327-2855**

Email: **kory.cease@co.itasca.mn.us**

1.1 Description of Enrolled Lands

The lands covered by this Landowner Agreement are delineated on Exhibit A, *Location of Enrolled Lands*, attached hereto. The forestlands enrolled total 237,434 acres and comprise approximately 37% coniferous forests and 63% deciduous or mixed forest. Any overlap between the enrolled forestlands and covered bat hibernacula or known roost trees are depicted in the selected exhibits below.

- ☒ Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost*.
- ☒ Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum.*
- ☒ Exhibit D, *Locations within the Enrolled Property that Overlap with the 2.5-mile Buffer of a Known Hibernaculum.*

2.0 Covered Species

This Landowner Agreement, through the Certificate of Inclusion (Section **Error! Reference source not found.**) and General Permit 35141 (provided separately), provides federal and state incidental take coverage for the endangered or threatened Indiana bat (*Myotis sodalis*), little brown bat (*Myotis lucifugus*), northern long-eared bat (*Myotis septentrionalis*), and tricolored bat (*Perimyotis subflavus*) to the Landowner for the activities described in Section 4.0, Covered Activities, as described in the Lake States Forest Management Bat Habitat Conservation Plan (Lake States HCP).

This Landowner Agreement and Certificate of Inclusion and General Permit 35141 does not cover any other state or federally listed threatened or endangered species except the four bat species listed above. Environmental compliance needs for all any other protected species will need to be pursued separately, in consultation with the appropriate state or federal wildlife agency.

3.0 Covered Activities

Upon full execution of this Landowner Agreement, the Landowner will receive incidental take coverage for covered bat species for the below-selected activities on enrolled lands so long as those activities are implemented consistent with this agreement.

☒ Conduct a maximum of 230,425 acres of timber harvest on enrolled lands over the duration of this Landowner Agreement with a maximum of 28,873 acres of timber harvest occurring in any 5-year period. Covered forest management activities include the regeneration and intermediate harvest, salvage/sanitation, and the construction of temporary roads associated with timber harvests.

☒ Conduct a maximum 0 acres of forested prescribed fire and firebreak creation over the duration of this Agreement with a maximum of 0 acres of prescribed fire and firebreak creation occurring in any 5-year period.

☒ Counties only: Construct and maintain permanent roads and trails for forest management access and public recreation on county land. This includes routine maintenance such as removing hazard trees, cutting or trimming trees to maintain or widen the road corridor, and removing trees to install or maintain culverts and bridges. Conduct a maximum of 1,565 miles of county forest road and trail construction and maintenance over the duration of this Landowner Agreement with a maximum of 222 miles of county forest road and trail construction and maintenance occurring in any 5-year period.

4.0 Required Conservation Actions

Upon full execution of this Landowner Agreement, the landowner will conduct the conservation actions indicated below when conducting covered activities on the enrolled lands.

☒ **Implement Minnesota Forest Resources Council Site Level Retention Guidelines in Forest Habitat.** Program participants must implement the applicable guidelines established in *Sustaining Minnesota Forest Resources: Voluntary Site-Level Forest Management Guidelines for Landowner's, Loggers and Resource Managers* (Minnesota Forest Resources Council 2013, and subsequent versions over the course of this Agreement). The guidelines guide forest management activities, including retention of features that provide bat habitat. Because the guidelines are designed with inherent flexibility in how they are applied, program participants retain flexibility on how to apply them in the most appropriate way. The Site Level Guideline topics that are most pertinent for bat habitat management are those related to snag retention, percent of harvest unit to remain as reserve areas, retention tree patch/clump location and size, riparian corridor tree retention, and cavity trees. A summary of Minnesota's retention guidelines is provided below.

- Snag Retention: For even-aged harvests, leave all snags possible standing in the general harvest area. Retain at least 6 trees per acre to develop into large old trees to complete their natural lifespan. Species retention should consider wildlife preference values. For uneven-aged harvests, be sure that the remaining stand includes a minimum of 6 cavity trees, potential cavity trees and/or snags per acre.

- Percent of Harvest to Remain in Uncut Patches (reserve areas): For all harvests, retain either 6–12 leave trees per acre or 5% of stand area in leave tree clumps with at least 80 square feet per acre (ft^2/acre) of basal area.
- Retention Tree Patch Size: For all harvests, retention tree patches will vary in size, with a minimum of 0.25 acre per clump. The basal area is not to be reduced below 80 ft^2/acre in trees 6 inches diameter at breast height (dbh) or larger to retain the functionality of the clump. Retain at least 6 trees per acre to develop into large old trees to complete their natural lifespan.
- Retention Tree Patch Location: For all harvests, retention tree patches are to be distributed in a configuration that achieves wildlife and silvicultural objectives and maintains efficient harvesting operations. Leave tree patches should center around or coincide with such features as non-open water wetlands and seasonal ponds; one or more large (>18 inches dbh) active den trees or cavity trees; mast trees; preferred tree species (such as large white pine); raptor nests or rookeries; and sensitive communities or sites. To retain the functionality of the clump, do not reduce the basal area below 80 ft^2/acre in trees 6 inches dbh or larger.
- Riparian Corridor Tree Retention: For all harvests, center retention patched around or coincide with such features as non-open water wetlands and seasonal ponds. The riparian management zone (RMZ) (defined portion of the riparian area adjacent to a stream, lake, or open water wetland) guidelines include retaining a minimum of 60 ft^2 basal area per acre distributed relatively continuously in the RMZ, creating or retaining at least 4 leave logs per acre in harvested portions of the RMZ, and avoiding creating greater than 5% exposed mineral soil in filter strips and RMZs.
- Other Preferred Retention Tree Characteristics: For all harvests, retain some snags and trees with cavities on a site or maintain the potential to produce such as a stand grows and develops. Center or coincide leave tree clumps around features such as: mast trees, preferred tree species based on longevity, wind firmness, and cavity potential (white pine, oaks, elms, ashes, sugar maple, yellow birch, basswood, and aspen), and sensitive communities or sites. To retain the functionality of the clump, do not reduce the basal area below 80 ft^2/acre in trees 6 inches dbh or larger. Avoid isolating or eliminating populations of tree species at the edge of their range. Favor such species by promoting natural regeneration (as leave trees) or through other suitable methods to perpetuate them on site. Provide for perpetuation of genetic diversity within tree species and maximization the potential for tree species to shift their geographic ranges in response to possible rapid climatic changes.

Protect known occupied maternity roost trees. Program participants that own land with or within 150-feet of a known occupied maternity roost trees as indicated in Exhibit B must protect those features (check if applicable).

☒ For the locations indicated in Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost,* avoid tree cutting activities year-round.

Protect known hibernacula entrances. Program participants that own land within 0.25 miles of a known hibernacula entrances as indicated in Exhibit C must protect those features (check if applicable).

☒ For the locations indicated in Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum,* avoid timber harvests and disturbance from noise (85 decibels at a distance of 50 feet), such as pile-driving and explosions, year-round. If needed for improving habitat for covered bats, timber harvest may be allowed in conjunction with Minnesota Department of Natural Resources (DNR) with written approval and explicit expression of the habitat management need and objective. Entry to the hibernaculum will be limited to DNR staff or other qualified individuals conducting activities for the benefit of covered species.

Minimize impacts of prescribed fire on roosting and hibernating bats. Program participants planning to conduct prescribed burning on enrolled lands must follow all applicable measures, as indicated by a checked box below.

☒ For the locations indicated in Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost,* avoid prescribed burns between June 1 and July 31.

☒ For the locations indicated in Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum,* fire intensity must be reduced between April 15 and May 14, and between August 16 and October 15 unless the fire prescription is needed to create high-quality habitat for bats.

☒ Ensure wind will carry smoke away from the entrance(s) of any known hibernacula.

Minimize impacts on roosting and hibernating bats from maintenance and construction of county forest roads and trails. As part of the Landowner Enrollment Program, county program participants planning to maintain and construct county forest roads and trails must follow all applicable measures, indicated by a checked box, listed below.

<u>Maintenance of Existing County Forest Roads and Trails</u>

☒ For the locations identified in Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost,* avoid tree removal between April 15 and October 15.

☒ For the locations indicated in Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum,* avoid tree removal unless tree removal is necessary for hazard trees or road maintenance for public safety, in which case it will occur when impacts are lowest (i.e., between November 1 and March 15, or between May 15 and June 1) if possible (however, hazard tree removal and maintenance needed for public safety can occur anytime).

☒ For the locations indicated in Exhibit D, *Locations within the Enrolled Property that Overlap with the 2.5-mile Buffer of a Known Hibernaculum,* no tree removal will occur between August 16 and October 15, or between April 15 and May 14.

☒ For activities associated with existing culverts greater than 36 inches in diameter or bridges during the active season (spring, summer, or fall), the structure must be inspected to determine the presence or absence of covered bat species. If covered species are absent from the structure, no additional conservation measures are required. If covered species are present, additional consultation with USFWS is required for the activity to proceed during the active season.

<u>Construction of New County Forest Roads and Trails</u>

☒ For the locations identified in Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost*, avoid building new roads or trails.

☒ For the locations identified in Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum*, avoid building new roads or trails.

☒ For the locations indicated in Exhibit D, *Locations within the Enrolled Property that Overlap with the 2.5-mile Buffer of a Known Hibernaculum,* avoid tree removal between August 16 and October 15, and between April 15 and May 14.

☒ No removal of trees that are 9 inches dbh or greater between June 1 and July 31. If a large-diameter tree (i.e., a tree with a 9-inch dbh or greater) must be removed between June 1 and July 31, a survey can be done to ascertain whether the tree is occupied by a covered species.

☒ For activities associated with existing culverts greater than 36 inches in diameter or bridges during the active season (spring, summer, or fall), the structure must be inspected to determine the presence or absence of covered bat species. If covered species are absent from the structure, no additional conservation measures are required. If covered species are present, additional consultation with USFWS is required for the activity to proceed during the active season.

5.0 Annual Compliance Reporting

The Landowner will fill out and submit Exhibit E, *Landowner Enrollment Program Annual Compliance Report,* to DNR summarizing covered activities and conservation actions implemented on the property over the previous year. The annual compliance reporting period is July 1 through June 30, and the Landowner Enrollment Program Annual Compliance Report will be submitted to DNR by September 30 of the same year.

The landowner will allow DNR staff to inspect the site as needed to confirm that conservation measures have been implemented and maintained consistent with this Landowner Agreement, the Lake States HCP, and U.S. Fish and Wildlife Service (the Service) incidental take permit. DNR will provide a 30-day notice prior to inspection. Inspections will only take place in limited circumstances such as (but not limited to) the Landowner's annual report demonstrates non-compliance, DNR is notified that the Landowner is not in compliance, or at the Landowner's request.

The information provided in the Landowner Enrollment Program Annual Compliance Report will be included in DNR's annual report, which will be submitted annually to the Service in compliance with the Lake States HCP and incidental take permit.

6.0 Landowner Agreement and Certificate Duration

The duration of this Landowner Agreement will be from the date of the last signature and will automatically continue to be in effect for as long as the terms of the Landowner Agreement are met, unless terminated by either party. The Certificate of Inclusion issued is included with this Landowner Agreement. The associated DNR general permit #35141 will be provided separately. The DNR general permit will be renewed or updated to account for any changes in the listing status of bats in Minnesota as described in the general permit. A new copy of the general permit will be provided to enrolled landowners anytime it is renewed or updated.

7.0 Noncompliance

Incidental take coverage provided under the Landowner Enrollment Program is available only to the extent that program participants are in full compliance with all relevant program requirements, the conservation actions identified by DNR, and all other applicable legal requirements (50 CFR Section 13.48).

If DNR becomes aware that the conservation actions described herein (and consistent with HCP Appendix B, Section B.2.3, *Landowner Enrollment Program Conservation Actions*), are not being implemented as directed (e.g., through failure to report acres of harvest annually or through failure to self-report full compliance with the conservation activities required by permit), DNR will provide reasonable notice to the program participant along with an opportunity to rectify the effects of the breach. DNR will provide notice to the program participant (e.g., written notice through certified mail) within 30 days of discovering the violation and will notify the Service of noncompliance via email. The program participant will have 60 days to reply to the noncompliance notice, including plans to rectify the noncompliance. If the program participant fails to rectify, DNR will suspend or revoke program participation. DNR will revoke participation in the program (i.e., HCP incidental take coverage) if a participant fails to comply with program conditions and is unable or unwilling to take appropriate corrective actions.

8.0 Modifications, Termination, and Transferability

8.1 Modifications

The Landowner Agreement and the Certificate of Inclusion may be modified or amended by the Landowner or DNR in accordance with all applicable legal requirements in force at the time of the amendment, including, but not limited to, the Endangered Species Act, National Environmental Policy Act, and Service permit regulations (50 CFR Parts 13 and 17). Any party to this Landowner Agreement may propose modifications (e.g., changes to covered acres, property description) by providing written notice to the other parties explaining the proposed modification and the reasons for the modification. Approval of a modification will require the written consent of the DNR and the

Landowner. Any proposed modification to the Landowner Agreement will be considered effective as of the date that all affected parties have agreed in writing to the modification. Any modification or amendment to this Landowner Agreement must be in writing and will not be effective until it has been approved by the authorized parties or their successors.

8.2 Termination

DNR or the Landowner may terminate the Landowner Agreement at any time prior to the expiration date through written notification. Reasons for termination may include Landowner noncompliance, property sale, or the Landowner no longer requiring incidental take coverage. The Landowner is responsible for implementing all applicable conservation measures up until the time the Landowner Agreement is terminated.

8.3 Transferability

The Landowner Agreement and Certificate of Inclusion are nontransferable.

9.0 Other Measures

9.1 Liability

Each party will be responsible for its own acts and behavior and the results thereof. The Minnesota Tort Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the State's liability.

9.2 Dispute Resolution

All parties to this Landowner Agreement agree to work together in good faith to resolve any disputes using dispute resolution procedures agreed upon by all parties.

9.3 No Third-Party Beneficiaries

This Landowner Agreement does not create any new right or interest in any member of the public as a third-party beneficiary, nor does it authorize anyone not a party to this Landowner Agreement to maintain a suit for personal injuries or damages pursuant to the provisions of this Landowner Agreement. The duties, obligations, and responsibilities of the parties to this Landowner Agreement with respect to any third-party shall remain as imposed under existing law.

10.0 State-Required Contractual Provisions

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

All data about known roost trees or hibernaculum shall be secure from unauthorized use and disclosure under this Agreement. Enrollees will be responsible for ensuring secure and proper handling by its employees, subcontractors and authorized agents of Protected Data maintained or disclosed on behalf of the DNR.

The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to add data created, collected, received, stored, used, maintained, or disseminated by the parties under this Landowner Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

11.0 Contact Information

Communication, reports, and correspondence required by this Landowner Agreement should be directed to the addresses below. Names and addresses may be changed upon written notice to all parties.

Landowner: **Itasca County Land Department**

Landowner Contact: **Kory Cease, Land Commissioner - Itasca County Land Department**

Address: **1177 LaPrairie Ave, Grand Rapids, MN 55744**

Phone: **218-327-2855**

Email: **kory.cease@co.itasca.mn.us**

Permittee: **Minnesota Department of Natural Resources:**

Landowner Enrollment Program Contact: **Curt Westerman**

Phone: **218-203-4420**

Email: **curt.westerman@state.mn.us**

Certificate of Inclusion and General Permit Contact: **Lacy Levine**

Phone: **651-259-5265**

Email: **lacy.levine@state.mn.us**

Address: **500 Lafayette Road, Box 25 St. Paul, MN 55155**

12.0 Certificate of Inclusion

This certifies that the enrolled lands of the Landowner are included within the scope of the Section 10(a) (l)(A) ESPER0220777 issued by the Service expiring on 01-30-2073 under the authority of Section l0(a)(l)(A) of the Endangered Species Act of 1973, as amended. By entering into this Landowner Agreement with DNR and complying with the terms of the Lake States HCP and incidental take permit, the undersigned Landowner is authorized to carry out the covered activities described in the Landowner Agreement as provided for in Lakes States HCP, Chapter 4, *Potential Effects of Covered Activities*. When performing covered activities, incidental take coverage for covered species is extended to the recipient as described in 50 CFR 13.25(d) and (e). This incidental take coverage is specifically conditioned upon the recipient's compliance with this Landowner Agreement and, by extension, compliance with the Lake States HCP and incidental take permit.

These authorizations and assurances expire on 01-30-2073.

IN WITNESS WHEREOF, each party hereto has caused this Landowner Agreement and Certificate of Inclusion to be executed by an authorized official on the day and year of the final signature as set forth below.

LANDOWNER

____

Name and Title

____

Date

AUTHORIZING PARTY

Minnesota Department of Natural Resources

____

Title

____

Date

13.0 Designated Landowner Representative Agreement

Landowner Name: ____

Landowner Representative Name: _________________________________

Land Units Leased: ____

Tract/Parcel: ____

Acres: ____

For the above-described land unit that I own, I hereby certify that the above participant will have control of this land for the purpose of satisfying the terms and conditions of this Landowner Agreement. The participant has my permission to work with DNR and to conduct timber harvest and/or prescribed fire and perform obligations on my land as described under this Landowner Agreement.

______________________________________ ________________________

Landowner's Signature Date

Exhibit A: Location of Enrolled Lands

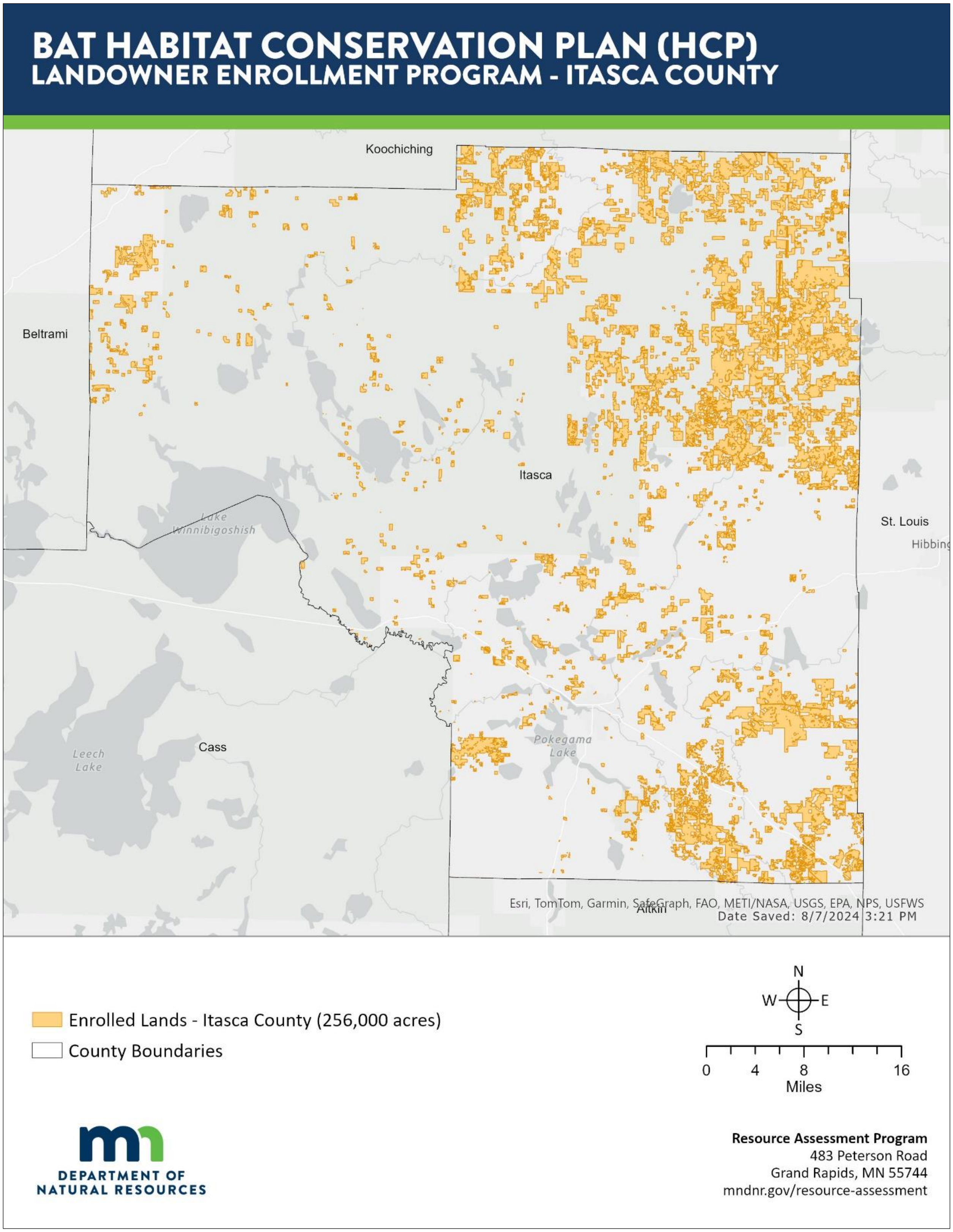

Exhibit B: Locations within the Enrolled Property that Overlap with the 150-Foot Buffer of a Known, Occupied Maternity Roost

None currently.

Exhibit C: Locations within the Enrolled Property that Overlap with the 0.25-Mile Buffer of a Known Hibernaculum

None currently.

Exhibit D: Locations within the Enrolled Property that Overlap with the 2.5-Mile Buffer of a Known Hibernaculum

None currently.

Exhibit E: Landowner Enrollment Program Annual Compliance Report

An example Annual Compliance Report is shown on the following pages.

Landowner Enrollment Program Annual Compliance Report

This Landowner Enrollment Program Annual Compliance Report must be filled out and submitted to the Minnesota Department of Natural Resources (DNR) annually, even if to report no activities were implemented. Covered activities and conservation actions that were implemented on the property between July 1 and June 30 (i.e., the reporting period) will be described in this report. The report is due to DNR by September 30 of the same year.

Please complete Boxes A through C below and then submit via email to **bathcp.dnr@minnesota.gov** or via post to:

Bat HCP Coordinator
Minnesota Department of Natural Resources
500 Lafayette Road
Saint Paul, MN 55155

Box A: Landowner Information

BOX A: LANDOWNER INFORMATION	
1. Landowner name or point of contact*	
2. Mailing address	
3. Email	
4. Phone	
5. Landowner Agreement number*	
6. Total number of acres of forestlands enrolled*	

*This can be found within, and should match, what is in the Landowner Agreement.

Box B. Covered Activities Conducted

BOX B. Covered Activities Conducted

Provide the number of acres for each activity conducted during the reporting period in deciduous and mixed forest types, coniferous forest types, and the total.

- If no activities were implemented, please enter zeros in the table below and consider the form complete; there is no need to proceed to ***Box C***.
- If at least one activity was completed during the reporting period, please go *to **Box C*** once the below table is complete.

Covered Activity [1]		Deciduous and Mixed Forest Types [2]	Coniferous Forest Types [3]	Total
Timber Harvest (acres)	Regeneration			
	Intermediate			
	Salvage/Sanitation			
Prescribed Burn and Firebreaks (acres)				
County Forest Roads (miles)	Maintenance			
	New Construction			
County Forest Trails [4] (miles)	Maintenance			
	New Construction			

[1] See the glossary at the end of this document for the definition of each covered activity.

[2] Deciduous and mixed forest types are dominated by the following tree species: oak/pine, oak/hickory, maple/beech/birch, aspen/birch, other hardwoods, and elm/ash/cottonwood.

[3] Coniferous forest types are dominated by the following tree species: red/jack pine, spruce/fir (upland and lowland), other eastern softwoods, Scotch pine, Norway spruce, aspen/birch, and exotic hardwoods (tree of heaven, princess tree, Norway maple, and Siberian elm).

[4] Only counties can cover forest road and forest trail construction and maintenance, when the forest road or forest trail is in service of forest management or recreational activities.

Box C: Conservation Actions

BOX C: CONSERVATION ACTIONS

Confirm that each of the following conservation actions* were implemented during the reporting period (July 1 through June 30). Starting with Item 1, respond to the question, and follow the corresponding instructions until you have entirely completed Box C. Please note,

- Yes = The conservation action was fully implemented.
- No = The conservation action was not fully implemented (only part or none of it was implemented). If this is the case, then a reason must be provided as to why the action was not implemented.

**See Appendix B, *Landowner Enrollment Program,* of the Lake States HCP for more information about the conservation actions listed below.

All Covered Species Known Occupied Maternity Roost Conservation Actions	
1. Is a known occupied maternity roost located on the enrolled lands or within 150 feet for northern long-eared, little brown, or tricolored bat roost, or Indiana bat roost?	☐ **Yes**. Go to *Item 2*. ☐ **No**. Go *to Item 18*.
2. Is this a new location identified during this reporting period?	☐ **Yes**. Go to *Item 3*. ☐ **No**. Go to *Item 4*.
3. Please provide global positioning system (GPS) coordinates of location (decimal degrees) and then go to *Item 4*. Latitude: Longitude:	
4. For the enrolled lands identified on Landowner Agreement Exhibit B,[1] was timber harvest avoided year-round?	☐ **Yes**. Go to *Item 6*. ☐ **No**. State reason under *Item 5*.
5. Provide reason why No. 4 was not implemented. Go to *Item 6*.	
6. For the enrolled lands identified in Landowner Agreement Exhibit B,[1] were all prescribed burns conducted between August 1 and May 31?	☐ **Yes**. Go to *Item 8*. ☐ **No**. State reason under *Item 7*.
7. Provide reason why No. 6 was not implemented. Go to *Item 8*.	
8. If you are a county applicant proceed to *Item 9*, otherwise go to *Item 13*.	
9. For the enrolled lands identified on Landowner Agreement Exhibit B,[1] did all tree removal associated with county forest road maintenance occur between October 16 and April 14?	☐ **Yes**. Go to *Item 11*. ☐ **No**. State reason under *Item 10*.
10. Provide reason why No. 9 was not implemented. Go to *Item 11*.	

11. For the enrolled lands identified on Landowner Agreement Exhibit B,[1] was the building of new forest roads or trails avoided?	☐ **Yes.** Go to ***Item 18.*** ☐ **No.** State reason under ***Item 12***.
12. Provide reason why No. 11 was not implemented. Go to ***Item 13.***	
13. Were all county forest road or trail construction and maintenance projects that involved bridges or existing culverts (> than 36 inches in diameter) conducted during the winter (November 1 through March 15)?	☐ **Yes.** Go to ***Item 18.*** ☐ **No.** Go to ***Item 14***.
14. Were bat roost surveys conducted at each bridge or existing culvert (> than 36 inches in diameter) for all county forest road or trail construction and maintenance projects that occurred during the active bat season (March 16 through October 31)?	☐ **Yes.** Go to ***Item 16*** *and provide survey report(s) as an attachment to this compliance report*. ☐ **No.** Go to ***Item 15***.
15. Provide project name(s) and reason(s) why bat roost surveys were not conducted at each bridge and existing culvert greater (> than 36 inches in diameter).	
16. For any bat roost surveys that documented use (see Item 14 above), was the U.S. Fish and Wildlife Service consulted?	☐ **Yes.** Go to ***Item 18.*** ☐ **No.** Go to ***Item 17***.
17. Provide project name(s) and reason(s) why the U.S. Fish and Wildlife Service was not consulted for projects where bat roost surveys documented bat use. Go to ***Item 18.***	

Hibernacula Conservation Actions		
18. Is a known occupied hibernaculum located on the enrolled lands or within 0.25 mile for any covered bats (Indiana, northern long-eared, little brown, or tricolored)?	☐ **Yes**. Go to ***Item 19***. ☐ **No**. Go to ***Item 34.***	
19. Is this a new location identified during this reporting period?	☐ **Yes**. Go to ***Item 20***. ☐ **No**. Go to ***Item 21.***	
20. Please provide GPS coordinates of location (decimal degrees) and then go to ***Item 21***.	Latitude	Longitude

21. For the enrolled lands identified on Landowner Agreement Exhibit C,[2] were activities such as pile-driving and blasting avoided year-round and entry to the hibernaculum was limited to DNR staff or other qualified individuals conducting activities for the benefit of covered species?	☐ **Yes.** Go to ***Item 23.*** ☐ **No.** State reason under ***Item 22***.
22. Provide reason why No. 21 was not implemented. Go to ***Item 23***.	

23. For the enrolled lands identified on Landowner Agreement Exhibit C,[2] was fire intensity reduced between April 15 and May 14 and between August 16 and October 15?	☐ **Yes.** Go to ***Item 25.*** ☐ **No.** State reason under **Item 24**.
24. Provide reason why No. 23 was not implemented. Go to ***Item 25***.	
25. If you are a county applicant proceed to ***Item 26***, otherwise go to ***Item 34***.	
26. For the enrolled lands identified on Landowner Agreement Exhibit C,[2] was tree removal avoided, unless the tree removal was necessary for hazard trees or county forest road maintenance for public safety, in which case, it occurred between November 1 and March 15, or between May 15 and June 1?	☐ **Yes.** Go to ***Item 28.*** ☐ **No.** State reason under **Item 27**.
27. Provide reason why No. 26 was not implemented. Go to ***Item 28***.	
28. For the enrolled lands identified on Landowner Agreement Exhibit C,[2] did all tree removal occur between October 16 and April 14, or between May 15 and August 15?	☐ **Yes.** Go to ***Item 30.*** ☐ **No.** State reason under ***Item 29***.
29. Provide reason why No. 28 was not implemented. Go to ***Item 38***.	
30. For the enrolled lands identified on Landowner Agreement Exhibit C,[2] was the building of new county forest roads or trails avoided?	☐ **Yes.** Go to ***Item 32.*** ☐ **No.** State reason under ***Item 31***.
31. Provide reason why No. 30 was not implemented. Go to ***Item 32***.	
32. For the enrolled lands identified on Landowner Agreement Exhibit D,[3] did all tree removal occur between October 16 and April 14 or between May 15 and August 15?	☐ **Yes.** Go to ***Item 34.*** ☐ **No.** State reason under ***Item 31***.
33. Provide reason why No. 32 was not implemented. *Go to **Item 34***.	
All Others Conservation Actions	
34. Were the Minnesota Forest Resource Council Voluntary Site Level Guidelines (Retention Guidelines) implemented? A summary of the retention guidelines is attached to this report for reference.	☐ **Yes.** Go to ***Item 36.*** ☐ **No.** State reason under ***Item 35***.
35. Provide reason why No. 34 was not implemented. Go to ***Item 36***.	

36. If you are a county applicant proceed to ***Item 37***, otherwise Box C of this form has been completed.	
37. Were trees that are 9 inches in diameter at breast height [dbh] or greater removed between August 1 and May 31?	☐ **Yes.** ☐ **No.** State reason under ***Item 38***.
38. Provide a reason why No. 37 was not implemented. Note: If a large-diameter tree (i.e., a tree with a 9-inch dbh or greater) was removed between June 1 and July 31, a survey must have been conducted to ascertain whether the tree was occupied. Note here if a survey was completed and attach a copy of the survey results to this report.	

[1] See Landowner Agreement Exhibit B, *Locations within the Enrolled Property that Overlap with the 150-foot Buffer of a Known, Occupied Maternity Roost*.

[2] See Landowner Agreement Exhibit C, *Locations within the Enrolled Property that Overlap with the 0.25-mile Buffer of a Known Hibernaculum*.

[3] See Landowner Agreement Exhibit D, *Locations within the Enrolled Property that Overlap with the 2.5-mile Buffer of a Known Hibernaculum*.

Glossary of Covered Activities

More information on Covered Activities can be found in Chapter 2, Covered Lands and Activities of the Lake States HCP.

Regeneration timber harvest. A forest harvest that uses various methods to remove trees from a mature stand to allow establishment of a new age class.

Intermediate timber harvest. A forest harvest method used to manipulate the growth, quality, vigor, and composition of a stand after establishment of regeneration and prior to final harvest.

Salvage/sanitation timber harvest. A forest harvest method completed to remove dead, dying, or damaged trees to avoid economic loss.

Firebreak. An area empty of combustible material that prevents fire from spreading beyond it.

Prescribed burn. Use of prescribed fire to accomplish a variety of goals including removing slash (discarded parts of felled trees), controlling fire-intolerant species, creating or maintaining wildlife habitat, and to help with regeneration.

Maintenance of county forest roads and trails. Routine maintenance such as removing hazard trees, cutting or trimming trees to maintain or widen the road corridor, and removing trees to install or maintain culverts and bridges at any time during the active season.

New construction of county forest roads and trails. Constructing new county forest roads and/or trails to provide access for forest management and public recreational use.

Minnesota Retention Guidelines Summary
Source: Sustaining Minnesota Forest Resources: Voluntary Site-Level Forest Management Guidelines for Landowner's, Loggers and Resource Managers (Minnesota Forest Resources Council 2013)
1. Snag Retention: For even-aged harvests, leave all snags possible standing in the general harvest area. Retain at least 6 trees per acre to develop into large old trees to complete their natural lifespan. Species retention should consider wildlife preference values. For uneven-aged harvests, be sure that the remaining stand includes a minimum of 6 cavity trees, potential cavity trees and/or snags per acre.
2. Percent of Harvest to Remain in Uncut Patches: For all harvests, retain either 6–12 leave trees per acre or 5% of stand area in leave tree clumps with at least 80 ft2/acre of basal area.
3. Retention Tree Patch Size: For all harvests, retention tree patches will vary in size, with a minimum of 0.25 acre per clump. The basal area is not to be reduced below 80 ft2/acre in trees 6 inches dbh (diameter at breast height) or larger to retain the functionality of the clump. Retain at least 6 trees per acre to develop into large old trees to complete their natural lifespan.

4. Retention Tree Patch Location: For all harvests, retention tree patches are to be distributed in a configuration that achieves wildlife and silvicultural objectives and maintains efficient harvesting operations. Leave tree patches should center around or coincide with such features as: non-open water wetlands and seasonal ponds; one or more large (> 18 inches dbh) active den trees or cavity trees; mast trees; preferred tree species (such as large white pine); raptor nests or rookeries; and sensitive communities or sites. To retain the functionality of the clump, do not reduce the basal area below 80 ft2/acre in trees 6 inches dbh or larger.
5. Riparian Corridor Tree Retention: For all harvests, center retention patched around or coincide with such features as non-open water wetlands and seasonal ponds. RMZ (defined portion of the riparian area adjacent to a stream, lake, or open water wetland) guidelines include retaining a minimum of 60 ft2 basal area per acre distributed relatively continuously in the RMZ, creating or retaining at least 4 leave logs per acre in harvested portions of the RMZ, and avoiding creating greater than 5% exposed mineral soil in filter strips and RMZs.
6. Other Preferred Retention Tree Characteristics: For all harvests, retain some snags and trees with cavities on a site or maintain the potential to produce such as a stand grows and develops. Center or coincide leave tree clumps around features such as: mast trees, preferred tree species based on longevity, wind firmness, and cavity potential (white pine, oaks, elms, ashes, sugar maple, yellow birch, basswood, and aspen), and sensitive communities or sites. To retain the functionality of the clump, do not reduce the basal area below 80 ft2/acre in trees 6 inches dbh or larger. Avoid isolating or eliminating populations of tree species at the edge of their range. Favor such species by promoting natural regeneration (as leave trees) or through other suitable methods to perpetuate them on site. Provide for perpetuation of genetic diversity within tree species and maximization the potential for tree species to shift their geographic ranges in response to possible rapid climatic changes.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 3, 2025

REQUEST FOR BOARD ACTION: RBA-2025-147

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

06-03-2025

RESULT: **INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 3, 2025

REQUEST FOR BOARD ACTION: RBA-2025-76

DEPARTMENT: Auditor / Treasurer **TIME REQUESTED:** < 5 Minutes
PRESENTER: Gail Guck

AGENDA ITEM:
Commissioner Warrants

BOARD ACTION REQUESTED:
Approve Commissioner Warrants with a check date of June 4, 2025, in the amount of $6,716,526.69.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 3, 2025

REQUEST FOR BOARD ACTION: RBA-2025-427

DEPARTMENT: Land Department **TIME REQUESTED:** < 5 Minutes
PRESENTER: Sara Thompson, Kent Parks

AGENDA ITEM:
Tentative Sponsorship for the Proposed Deer River - Cohasset Connection ATV Trail

BOARD ACTION REQUESTED:
Approve tentative sponsorship for the proposed Deer River - Cohasset Connection ATV trail proposal.

BACKGROUND:
A public meeting was held on Thursday, May 22nd, at 6:00 at the Deer River High School Commons. A total of 18 attendees were present at the meeting. A provided list of the questions from the meeting is attached, as well as supporting authorization from the City of Deer River for the use of specific trails within the city forest. The overall meeting went very well; the trail had majority support from the people in attendance and the community. The next step is for the club to request tentative sponsorship and enter into an agreement that outlines the duties and responsibilities of both the sponsor and the clubs upon Grant-in-Aid approval by the state. A trail proposal would then go to the DNR for GIA review and approval. When all permits and agreements are obtained, then the club can request final sponsorship for the trail.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. City of Deer River ATV LANDOWNER PERMIT
2. Deer River Connection Public Meeting attendance
3. ATV Route city forest
4. Public Questions and Comments - Deer River Public Meeting

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

ITASCA COUNTY
GRANT-IN-AID (GIA) ATV TRAIL
LANDOWNER PERMIT

PERMITTEE (SPONSOR)	PERMITTER
ITASCA COUNTY LAND DEPARTMENT 1177 LaPRAIRIE AVENUE GRAND RAPIDS, MN 55744-3322	City of Deer River 60 2nd St SE, PO Box 70 Deer River, MN 56636

THIS PERMIT is granted on city owned property, to establish and maintain the ATV trail route. The Permitter grants this permit over and upon the following described premises situated in the County of Itasca, State of Minnesota, to wit:

Portions of the following parcles;11-011-2000, 11-011-100, 11-002-4300,11-002-4400, 11-001-3000, 11-002-2000, 11-012-1300, 11-012-4000, 11-011-3101, as designated by the attched map.

SUBJECT TO:

1. This permit shall be continuous and will terminate upon sale of the land, or upon notification in writing to the Permittee (Sponsor) six (6) months prior to termination by the Permitter(s).
2. The right-of-way shall be open to the general public for trail use during the designated trail season.
3. The Permittee shall at all times have the right to enter upon said trail for any purpose necessary to the performance of lawful powers and duties.
4. The Permitter(s) shall have the right to close said trail right-of-way during any emergency, in coordination with the Permittee (Sponsor) and Designated ATV Club.
5. No cables, chains, wire barriers, or other obstructions shall be placed on, over, and across the trail.
6. The Permitter is covered under MN Statue 604A.20 to 604A.27 for permitting recreational use on privately owned land and is not liable for any accidents occurred on said trail.
7. The permit is for a 12 foot width over the route to be used.

PERMITTER

____
(Landowner Signature)

____
DATE

____
(Club Name and Representative)

PERMITTEE
I hereby acknowledge receipt of a copy of this permit and agree to comply with the terms, conditions and regulations thereon.

____
LAND COMMISSIONER

____
DATE

NOTE: All Trail Permits are to be made out to the Sponsor not the club. Permits can be made out to club only if the Sponsor has specifically given written permission and authority to the club and the club has been incorporated.

Deer River Bushwackers Snowmobile/ATV Club
ATV Trail Public Informational Meeting
Deer River High School Commons
Thursday, May 22nd at 6:00 p.m.

	Name	ATV	Government Agency	Resident	City or Township of Residence
1	Mike Gullickson	[x] ATV	[ ] Government Agency	[ ] Resident	
2	Tanya Seibert	[x] ATV	[ ] Government Agency	[ ] Resident	Morse Twp
3	Darren Seibert	[x] ATV	[ ] Government Agency	[ ] Resident	Morse Twp
4	Kent Parks	[x] ATV	[ ] Government Agency	[ ] Resident	
5	John Storlie	[x] ATV	[ ] Government Agency	[ ] Resident	Morse Twp
6	Peggy Storlie	[x] ATV	[ ] Government Agency	[ ] Resident	Morse Twp.
7	Richard Feldbrand	[x] ATV	[x] Government Agency	[x] Resident	Deer River
8	Mike Nynas	[ ] ATV	[ ] Government Agency	[x] Resident	Deer River Twp
9	Carol Nynas	[ ] ATV	[ ] Government Agency	[x] Resident	Deer River Twp
10	Barb Gunderson	[x] ATV	[ ] Government Agency	[ ] Resident	Deer River Twp
11	Ryan Gunderson	[ ] ATV	[ ] Government Agency	[x] Resident	Deer River Twp
12	Jim Roeschlein	[x] ATV	[ ] Government Agency	[x] Resident	| | |
13	Dan Graf	[ ] ATV	[x] Government Agency	[ ] Resident	Deer River
14	Amy Box	[x] ATV	[ ] Government Agency	[x] Resident	Deer River
15	Brad Box	[x] ATV	[ ] Government Agency	[x] Resident	Deer River
16	Dusty Snyder	[ ] ATV	[x] Government Agency	[ ] Resident	DR
17	Jodi Villeneuve	[x] ATV	[ ] Government Agency	[ ] Resident	Deer River
18	Dave Villeneuve	[x] ATV	[ ] Government Agency	[ ] Resident	Deer River
19		[ ] ATV	[ ] Government Agency	[ ] Resident	
20		[ ] ATV	[ ] Government Agency	[ ] Resident	
21		[ ] ATV	[ ] Government Agency	[ ] Resident	
22		[ ] ATV	[ ] Government Agency	[ ] Resident	

Itasca County GIS Web Map

3/18/2025, 10:16:09 AM

Tax Parcel

1:18,056

0 0.13 0.25 0.5 mi

0 0.23 0.45 0.9 km

Itasca County

This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified field survey to verify.

Public Meeting Questions and Comments
Deer River High School Commons
May 22nd, 2025

Where can you ride within the City of Deer River?

Emergency Access to the Deer River City Forest if there is an accident?

ATV use on County Roads?

Will you be using the Blueberry Hills Ski trail system?

Where does this project fall within the policy and the grant in aid program?

Where does grant in aid funding come from?

How long does it take to get a trail on the ground?

Business Owner – Brad Box supports the trail connection.