

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: February 2, 2021

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

*Virtual meeting held due to Peacetime Emergency Declaration in response to COVID-19 Pandemic.

Members Present via Computer:

Dewey Severson (joined the meeting at 9:14 a.m.), Eric Johnson, Robert Burns, Teresa Walter, and Greg Myhre

Others Present via Computer/Phone:

Auditor/Treasurer Donna Trehus, Reporter Craig Moorhead, Reporter Charlene Selbee, Finance Director Carol Lapham, Human Resources Director Theresa Arrick-Kruger, Public Health and Human Services Director John Pogleasa, Public Health Supervisor Heather Myhre, Engineer Brian Pogodzinski, Water Planner/Technician Root River SWCD Daniel Wermager, Recorder Susan Schwebach, Engineering Supervisor Justin Conway, Houston County Economic Development Director Allison Wagner, Attorney Jason Kuboushek, Yvonne Krogstad

Presiding: Chairperson Burns

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Walter, seconded by Commissioner Johnson to approve the agenda. All members present voted yes (Commissioner Severson had not yet joined the meeting). Motion carried.

Dist. 1:		Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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Motion was made by Commissioner Johnson, seconded by Commissioner Myhre to approve the meeting minutes from January 26, 2021. All members present voted yes (Commissioner Severson had not yet joined the meeting). Motion carried.

Dist. 1:		Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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Public Comment: No public comments were made.

Commissioner Severson moved, Commissioner Walter seconded, motion carried to approve the Consent Agenda. Commissioner Burns abstained due to a conflict of interest with item No.1:

- 1) Assign Patrick Burns to Engineering Assistant Step 9, effective April 1, 2021. (Lateral transfer, same pay rate)
- 2) Initiate a competitive search for a Maintenance Foreman
- 3) Initiate a competitive search for a Licensed Deputy
- 4) Approve the ZieglerCat Customer Support Agreement for (3/1/2021-2/29/2024) for \$6,000.26/year (budgeted item).
- 5) Approve 2020 Pay Equity Compliance Report

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Abstain	Dist. 5:	Yes
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Public Health and Human Services Director Pugleasa and Public Health Supervisor Myhre provided an update on the COVID-19 pandemic and response from Public Health and Human Services. They shared with the board that they had been working to vaccinate County residents as they received vaccine shipments. They had vaccinated residents the week before. It had been a learning experience and had went well. Public Health had established a jot form on where County residents could express interest in receiving a vaccine when vaccines become available for their priority group. Public Health will use the forms to contact people as more vaccines become available.

ACTION ITEMS

File No. 1 – Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve engineering agreement with Bolton & Menk for the watermain loop design and inspection.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 2 - Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve request to increase the SELCO 2021 appropriation budget to \$165,977 as reflected in the signed contract which was approved by the Board on July 28, 2020. This is a \$47 increase over the approved budget amount reflected in Resolution 21-04 approved on January 5, 2021.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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Houston County Economic Development Authority (EDA) Director Allison Wagner presented the Houston County EDA Annual Report for 2020. Wagner said some of the highlights from the year included awarding COVID Relief CARES Act dollars to 245 eligible businesses for a total of \$1,187,166.36 in grant funds. She also said the EDA had a total of 13 active, low-interest, revolving EDA loans, and that at the end of 2020, the EDA had \$457,771.06 available to lend to qualifying businesses. She encouraged businesses who were starting or expanding to reach out to the EDA on the revolving loan fund program. The EDA had continued its work on an initiative to help farmers. As a part of this initiative, they offered a free webinar series for farmers. Videos could be watched on the EDA website at:

<https://houstoncountymn.com/agriculture/>. They had also continued work with partners on the Bluff Country Collaborative (BCC), a partnership aiming to create work-based learning opportunities by connecting students to local businesses and community organizations.

At 9:54 a.m., Commissioner Severson moved, Commissioner Johnson seconded, motion unanimously carried to go into closed session. All Commissioners, Auditor/Treasurer Donna Trehus, Engineering Supervisor Justin Conway, Engineer Brian Pogodzinski, and Attorney Jason Kubouschek attended the closed session.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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At 10:25 Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to end the closed session and return to the regular meeting session. Attorney Kubouschek provided a brief summary of the closed session. The closed session had been held to discuss the Mound Prairie Township lawsuit litigation. He had given the board an update, and they had discussed meetings for a possible settlement.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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DISCUSSION ITEMS

Commissioners briefly discussed recent committee meetings and updated board members.

There being no further business at 10:34 p.m., a motion was made by Commissioner Johnson, seconded by Commissioner Severson, unanimously carried to adjourn the meeting. The next meeting will be a regular meeting on Feb. 9, 2021.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

Hello,

Dan from the SWCD here. As you may be aware of, we are currently a part of the planning process for a new comprehensive watershed management plan, with our neighbors to the north. This is just like the Root River One Watershed, One Plan, which has been a great success so far, and has funneled a lot of cost-share dollars into our area and allowed many good projects (like ponds and cover crops) to get installed. This new one will include the Pine Creek area of Houston County, which is the only part of the county that is not covered under the Root River 1W1P.

We have had a couple of Policy Committee meetings so far, and things are getting off the ground for this new plan. The next order of business is to get the MOA signed by all of the County Boards, SWCD Boards, Watershed Districts, etc. This MOA has already been reviewed and approved by the Policy Committee and by each County Attorney.

So if the Houston County Board could review and sign the attached MOA at their next board meeting, that would be greatly appreciated. This is an action item. There are three copies of the MOA attached: one-sided Word document, one-sided PDF document, and two-sided PDF document. They are all the same document, so feel free to use whichever one you want. We only need one of them signed and returned. If you want me to attend this board meeting to explain it further, I can, just let me know.

Please let me know if this can get onto next week's meeting agenda.

Thank you,

--

Dan Wermager
Water Planner/Technician
Root River SWCD
(507) 724-5261 ext. 3
danowermager@gmail.com

**ONE WATERSHED ONE PLAN
MISSISSIPPI RIVER-WINONA LA CRESCENT WATERSHED
MEMORANDUM OF AGREEMENT**

This agreement (Agreement) is made and entered into by and between:

The Counties of Houston, Olmsted, Wabasha, and Winona (Counties), by and through their respective County Board of Commissioners, and

The Olmsted, Root River, Wabasha County, and Winona County Soil and Water Conservation Districts (SWCDs), by and through their respective Soil and Water Conservation District Board of Supervisors, and

The Stockton-Rollingstone-Minnesota City Watershed District (SRMCWD), by and through its respective Board of Managers, and

The City of Winona, by and through their Council members

Collectively referred to as "Parties".

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to provide technical assistance to landowners and carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the Watershed District (SRMCWD) of this Agreement is a political subdivision of the State of Minnesota, with statutory authority to carry out conservation of the natural resources of the state by land use controls, flood control, and other conservation projects for the protection of the public health and welfare and the provident use of the natural resources, pursuant to Minnesota Statutes Chapters 103B, 103D and as otherwise provided by law; and

WHEREAS, the City of this Agreement is a municipal corporation of the State of Minnesota, with statutory authority to control, regulate and/or prevent stormwater pollution along with soil and sedimentation within its boundary, and to establish standards and specifications for conservation practices and planning activities that minimize stormwater pollution, soil erosion and sedimentation, pursuant to Minnesota Rules Chapter 7001 and 7090; and with authority to carry out land use controls, pursuant to Minnesota Statutes Chapter 462 and as otherwise provided by law; and

WHEREAS, the Parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Mississippi River-Winona La Crescent Watershed (*See Attachment A for map of planning area*) to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural resources, ensure

continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D, this Agreement does not change the rights or obligations of the public drainage system authorities; and

WHEREAS, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan* for the Mississippi River-Winona La Crescent Watershed.

NOW, THEREFORE, the Parties hereto agree as follows:

- 1 Purpose:** The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Mississippi River-Winona La Crescent Watershed (*See Attachment A with a map of the planning area*). The purpose of this Agreement is to collectively develop and adopt, as local government units, a comprehensive watershed management plan pursuant to Minnesota Statutes § 103B.801 for implementation per the provisions of the Plan. Parties signing this agreement will be collectively referred to as the “Mississippi River Winona La Crescent 1W1P”, and are partnering together as a joint powers collaboration in the form of a joint powers agreement under Minnesota Statutes § Section 471.59.
- 2. Term and Termination:**
 - a. This Agreement is effective upon signature of all Parties hereto in consideration of the Board of Water and Soil Resources (BWSR) grant agreement and in accordance with BWSR’s Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the Plan by all Parties, unless canceled or otherwise terminated according to the provisions of this Agreement or earlier terminated by law.
 - b. Parties anticipate that this Agreement will remain in full force and effect through the term of the grant agreement with BWSR, unless otherwise terminated in accordance with law or other provisions of this Agreement. The Parties acknowledge their respective and applicable obligations, if any, under Minnesota Statutes § 471.59, Subd. 5 after the purpose of the Agreement has been completed. This Agreement shall be terminated upon the end of the term of the grant agreement with BWSR unless the grant agreement is extended by the Parties. It is anticipated that this Agreement will be in place until an implementation planning grant is obtained by the Parties and a new Agreement between the Parties is in place for the implementation planning phase for the Mississippi River-Winona La Crescent Watershed.
 - c. The Parties may extend the termination date of this Agreement upon the mutual written agreement by all Parties.

3. **Adding Additional Parties:** A qualifying party within the Mississippi River-Winona La Crescent Watershed desiring to become a member of this Agreement shall adopt a resolution of its governing body prior to December 31, 2021 approving this Agreement. The qualifying party agrees to abide by the terms and conditions of this Agreement; as well as, the bylaws, policies and procedures adopted by the Policy Committee.
4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official resolution adopted by its governing body. Notice must be made at least 30 days in advance of leaving this Agreement.
5. **General Provisions:**
 - a. **Compliance with Laws/Standards:** The Parties agree to abide by all Federal, State or local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the respective Party is responsible.
 - b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party hereto, or its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws limiting liability of the Parties shall apply. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents, pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity". It is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each Party that this Agreement does not create any liability or exposure of one party for the acts or omissions of the other Party(ies). Under no circumstances shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party. Nothing in this Agreement shall be construed to waive any immunities or limitations to which a party is entitled under Minnesota Statutes Chapter 466 or otherwise.
 - c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity's adopted records retention schedules pursuant to Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of this Agreement shall be subject to the Minnesota Government Data Practices Act. At the time this Agreement expires, all records will be turned over to the Fiscal Agent for continued retention in accordance with 7. e and 8.f. below.
 - d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
 - e. **Amendment:** The Parties may modify this Agreement upon approval by a majority vote of all of the

Parties to the Agreement. Any amendment to this Agreement shall be in writing, adopted by each Party in the same manner as the original Agreement.

- f. **Authorized Signatories.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- g. **Governing Law.** The laws of the State of Minnesota shall govern any interpretations or constructions of this Agreement without regard to its choice of law or conflict of laws principles.
- h. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.
- i. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
- j. **Entire Agreement.** These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- k. **Headings and Captions.** Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- l. **Force Majeure.** The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, public health pandemic, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event any party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the party affected by force majeure shall give written notice with explanation to the other parties immediately.
- m. **Recitals.** The recitals hereto are made a part hereof.

6. **Administration:**

- a. **Establishment of Committees for Development of the Plan.**

- i. **Policy Committee.** The Parties each agree to appoint/designate one representative, who must be a current elected or appointed member of the governing body of each respective Party, to a Policy Committee for development of the watershed-based plan.

The Policy Committee will meet monthly, or as needed and as determined by the Policy Committee. The Policy Committee decides on the content of the Plan, serve as a liaison to their respective board/council, and act on behalf of their board/council. Each representative shall have one vote.

Each governing body may choose one alternate to serve on the Policy Committee, as needed in the absence of the appointed/designated member. The alternate must be an elected or appointed member of the governing body of each respective Party.

- ii. **Advisory Committee.** An Advisory Committee will be established by the Policy Committee to provide technical support on the development of the Plan, Plan content, and Plan implementation, including identification of priorities. Specific duties will be established by the Policy Committee. The Advisory Committee will consist of the local Planning Workgroup, stakeholders, the state's main water agencies, technical representatives appointed by individual Parties and/or plan review agencies (Board of Water and Soil Resources, Minnesota Department of Agriculture, Minnesota Department of Health, Minnesota Department of Natural Resources, Minnesota Pollution Control Agency, and Environmental Quality Board). The Advisory Committee will meet quarterly, or as needed. Members of the Advisory Committee may not be a current member of the governing body of any of the Parties.
- iii. **Planning Workgroup.** A Planning Workgroup will be established consisting of local staff, local water planners, local watershed staff, local SWCD staff and city staff for the purposes of logistical and day-to-day decision-making in the planning process. The Planning Workgroup will meet monthly, or as needed and may attend, in lieu of or in addition to their monthly meeting, Policy and Advisory Committee meetings.

- b. **Bylaws.** The Policy Committee will establish bylaws by March 31, 2021 to describe the functions and operations of the Policy Committee.
- c. **Submittal of the Plan.** The Policy Committee will recommend the draft plan to the Parties of this Agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D including public hearings. Upon completion of local review and comment, and approval of the plan for submittal to BWSR by each party, the Policy Committee will submit the watershed-based plan jointly to the Board of Water and Soil Resources for review and approval.
- d. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the Plan within 120

days of receiving notice of state approval, and provide notice of Plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.

7. **Fiscal Agent:** Root River Soil and Water Conservation District will act as the fiscal agent for the purposes of this Agreement and agrees to:
 - a. Accept all fiscal responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan and sign the grant agreement on behalf of the Parties listed within, and being responsible for BWSR reporting requirements associated with the grant agreement.
 - b. Perform financial transactions as part of grant agreement and contract implementation.
 - c. Annually provide a full and complete audit report.
 - d. Provide the Policy Committee and its members with the records necessary to describe the financial condition of the BWSR grant agreement.
 - e. Retain fiscal records consistent with the agent's records retention schedule (See 5.c.).

8. **Grant Administration:** Winona County (Water Planner) will act as the Day-to-Day Contact for the purposes of this Agreement and agrees to provide the following services:
 - a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact for the *One Watershed, One Plan* Grant Agreement.
 - b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.
 - c. Coordination of Policy and public meetings as required by Minnesota Statutes Chapters 103B and 103D as part of the formal review process for the watershed-based plan, including establishing date, location, time, technology needs, presenters, and any necessary accommodations, such as refreshments.
 - d. Manage contracted service for data compilation, GIS mapping, data analysis, meeting facilitation, and plan writing.
 - e. Ensure that minutes of all Policy Committee meetings are recorded and made available in a timely manner to the Policy Committee, and maintain a file of all approved minutes including corrections and changes.
 - f. Retain records consistent with Day-to-Day Contact's records retention schedule until termination of the Agreement (at that time, records will be turned over to the Fiscal Agent) (See 5.c.).

9. **Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

Houston County
Donna Trehus, or her assigns
County Auditor/Treasurer
304 South Marshall Street
Caledonia, MN 55921
Telephone: (507)725-5185

Root River SWCD
David Walter, or his assigns
District Administrator
805 North Hwy 44/76, Suite 1
Caledonia, MN 55921
Telephone: (507)724-5261

Olmsted County
Heidi Welsch, or her assigns
County Administrator
151 4th Street SE
Rochester, MN 55904
Telephone: (507)328-6001

Olmsted SWCD
Skip Langer, or his assigns
District Administrator
2122 Campus Drive SE
Rochester, MN 55904
Telephone: (507)328-7070

Wabasha County
Brian Buhmann, or his assigns
County Administrator
625 Jefferson Avenue
Wabasha, MN 55981
Telephone: (651)565-3051

Wabasha County SWCD
Terri Peters, or her assigns
District Administrator
611 Broadway Ave, Suite 10
Wabasha, MN 55981
Telephone: (651)565-4673

Winona County
Ken Fritz, or his assigns
County Administrator
202 West Third Street
Winona, MN 55987
Telephone: (507)457-6355

Winona County SWCD
Daryl Buck, or his assigns
District Administrator
400 Wilson St N, PO Box 39
Lewiston, MN 55952
Telephone: (507)523-2171, Ext. 112

Stockton-Rollingstone-Minnesota City
Watershed District
Machelle Frisbie, or her assigns
Watershed District Chair
110 Washington St
Rollingstone, MN 55969
Telephone: (507)410-1114

City of Winona
Steve Sarvi, or his assigns
City Manager
207 Lafayette
City Hall
Winona, MN 55987
Telephone: (507)457-8234

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTY: HOUSTON COUNTY

APPROVED:

BY: _____
County Board Chair Date

ATTEST: _____
County Administrator/Deputy Clerk of the County Board

APPROVED AS TO FORM

BY: _____
County Attorney Date

PARTY: ROOT RIVER SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY: _____
Root River SWCD Board Chair Date

ATTEST: _____
Root River SWCD Manager

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTY: OLMSTED COUNTY

APPROVED:

BY: _____
County Board Chair Date

ATTEST: _____
County Administrator/Deputy Clerk of the County Board

APPROVED AS TO FORM

BY: _____
County Attorney Date

PARTY: OLMSTED SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY: _____
Olmsted SWCD Board Chair Date

ATTEST: _____
Olmsted SWCD Manager

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTY: WABASHA COUNTY

APPROVED:

BY: _____
County Board Chair Date

ATTEST: _____
County Administrator/Deputy Clerk of the County Board

APPROVED AS TO FORM

BY: _____
County Attorney Date

PARTY: WABASHA COUNTY SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY: _____
Wabasha County SWCD Board Chair Date

ATTEST: _____
Wabasha County SWCD Manager

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

PARTY: WINONA COUNTY

APPROVED:

BY: _____
County Board Chair Date

ATTEST: _____
County Administrator/Deputy Clerk of the County Board

APPROVED AS TO FORM

BY: _____
County Attorney Date

PARTY: WINONA COUNTY SOIL AND WATER CONSERVATION DISTRICT

APPROVED:

BY: _____
Winona County SWCD Board Chair Date

ATTEST: _____
Winona County SWCD Manager

IN TESTIMONY WHEREOF the Parties have duly executed this agreement by their duly authorized officers.

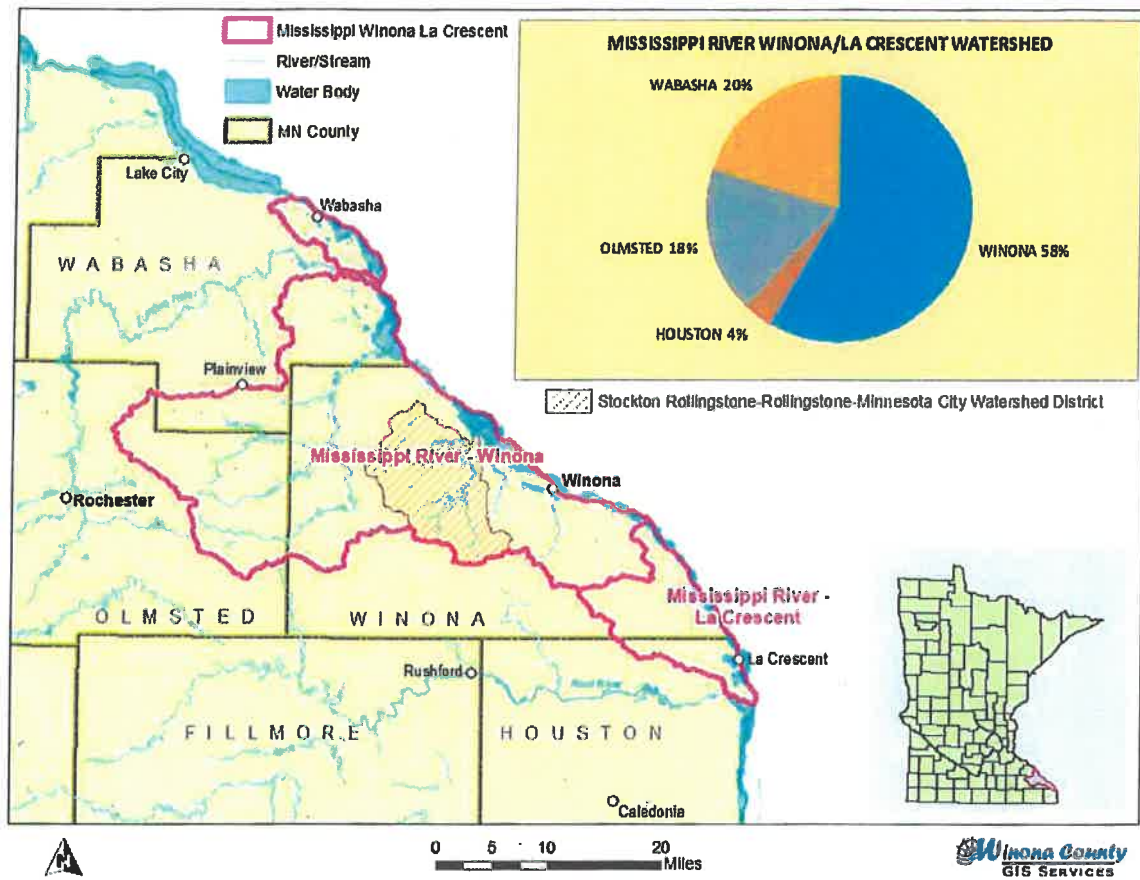
PARTY: CITY OF WINONA

APPROVED:

BY: _____
Mayor Date

ATTEST: _____
City Clerk

Attachment A



Houston County Agenda Request Form

Date Submitted: January 29, 2021 Board Date: February 9, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

In order to access the Houston County Highway State Aid construction/maintenance allotments for the repayment of the bonds sold for the building project, the Board must pass the attached resolution. This is part MNDot's process to allocate the state allotment funds and set up the proper accounting. Please note that a highway shop is considered part of the State Aid Highway System as mentioned in the resolution.

Attachments/Documentation for the Board's Review:

The Resolution for Local Agency Bonds is attached.

Justification:

The bonds were sold on January 25, 2021 and accepted at the January 26, 2021 board meeting. This resolution will secure the repayment of these bonds.

Action Requested:

Pass the resolution attached.

For County Use Only			
<u>Reviewed by:</u>	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (indicate dept)	_____
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

RESOLUTION 21-11
Local Agency Bond Resolution
Houston County

WHEREAS, the County of Houston has issued and sold bonds, dated January 25, 2021 , in the amount of \$ 2,945,000 exclusively for the purpose of establishing, locating, relocating, constructing, reconstructing or improving its State Aid Highways in accordance with Minnesota Statute 162.181, and

WHEREAS, said County of Houston has irrevocably pledged to the sinking funds from which said obligations are payable, that amount of their future State Aid allotments needed to pay the principal and interest thereon; which principal payments shall be made from the Construction Account and the interest payments made from their Maintenance Account, and

WHEREAS, the County agrees to certify to the Commissioner of Transportation within 30 days following issuance of the bond, the amount of total obligation and the amount of principal and interest required to be paid annually in accordance with Minnesota Rules 8820.1500, Subp. 11.

NOW, THEREFORE, BE IT RESOLVED: That the Commissioner of Transportation be and is hereby requested upon receipt of this resolution to annually certify to the Commissioner of Finance the sum of money required for the principal and interest on said bonds.

I Donna Trehus , duly appointed and qualified Auditor in and for the County of Houston , State of Minnesota, do hereby certify that the above is a true and full copy of a resolution duly adopted by the County Board of said County assembled in regular/special session on the 9th day of February , 2021.

County of Houston

County Auditor

Houston County Agenda Request Form

Date Submitted: February 1, 2021 Board Date: February 9, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Consider approving the attached budget amendment. The County's State Aid highway maintenance funding is set and we have received less of a cut than we initially anticipated. Please consider the proposed amendments to bring the department closer to previous maintenance activity levels.

Attachments/Documentation for the Board's Review:

Budget amendment worksheet.

Justification:

Proposed adjustments will allow the department to not fall farther behind on maintenance activities, without having to use fund balance (zero net financial impact versus adopted 2021 budget)

Action Requested:

Approval

For County Use Only			
<u>Reviewed by:</u>	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning Administrator
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> Environmental Services
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.

BUDGET AMENDMENT REQUEST FORM

Department: Highway, Brian Pogodzinski	February 1, 2021	Budget Amendments
Accountant: Sheila Schroeder		REVENUES AND EXPENDITURES

Requested Change(s)						
Account Number	Account Name	Current 2021 Budget	Addition/Debit	Reduction/Credit	Revised 2021 Budget	Description
10-302-000-0000-5304	MIN AID, REGULAR MAINTENANCE	\$ 1,637,803.00	\$ 102,984.00		1,740,787.00	Increase due to availability of State Aid final numbers .
10-302-000-0000-5304	MIN AID, MUNICIPAL MAINTENANCE	\$ 121,573.00	\$ 7,845.00		129,418.00	Increase due to availability of State Aid final numbers .
	Total Revenue Adjustment:	\$ 1,759,376.00	\$ 110,829.00		\$ 1,870,205.00	
10-302-000-0000-6509	ROAD SUPPLIES	\$ 620,500.00		\$ 40,000.00	580,500.00	Decrease due to redistribution of funds to Bridge Supplies and County Projects. Salt: \$250,000 decrease to \$200,000 -\$50,000 Bridge Supplies: \$50,000 increase to \$60,000 +\$10,000
10-302-000-0000-6831	COUNTY PROJECTS	\$ 800,000.00	\$ 150,000.00		950,000.00	Traffic Marking: \$150,000 increase to \$215,000 +\$65,000 Maint Rock: \$270,000 increase to \$355,000 +\$85,000
10-302-000-0000-6601	MAJOR EQUIPMENT	\$ 343,338.00	\$ 6,500.00		349,838.00	Redistribute budget dollars from Minor Equipment to cover Skid Steer
10-302-000-0000-6606	MINOR EQUIPMENT - MAINTENANCE	\$ 28,000.00		\$ 6,500.00	21,500.00	Redistribute budget dollars from Minor Equipment to cover Skid Steer
	Total Expense Adjustment	\$ 1,791,838.00	\$ 156,500.00	\$ 46,500.00	1,901,838.00	
	Net Expense		\$ 110,000.00			

Houston County Agenda Request Form

Date Submitted: February 2, 2021 **Board Date:** February 9, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:
Request to approve purchase of New Holland C332 Compact Track Loader from Caledonia Implement for \$38,500. Purchase price includes the trade of Unit 4093, New Holland L190 Skid Loader.

Attachments/Documentation for the Board's Review:
Caledonia Implement quote is attached but was also compared to Bobcat's state bid price.

Justification:
This purchase allows the County to keep up the proper life cycle of our equipment and to maximize sale and trade-in values.

Action Requested:
Approve purchase of track loader from Caledonia Implement.

For County Use Only			
Reviewed by:	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (indicate dept)	_____
Recommendation:			
Decision:			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.



Retail Offer



CUSTOMER INFORMATION:	
HOUSTON COUNTY HIGHWAY MN USA	

DEALERSHIP	
CALEDONIA IMPLEMENT COMPANY 509 SO. HIGHWAY 44 / 76 CALEDONIA, MN 55921 USA 507-725-3386	

Retail Offer Number: 0001092577-1

Retail Offer Valid to: 02/28/2021

Description:

UNITS OFFERED			
Unit # 1 C332		List Price	87,872.00
Vehicle / Quote Number:	0701469567	Offered Price	58,500.00
Sales Order Number:		Physical Damage Ins. (Deductible \$/ months)	
VIN/Serial #:			

TRADE IN DETAILS	
09' L190	
Value	20,000.00
Trade Remaining Payment	0.00
Equity	20,000.00
Trade Ins Subtotal	\$-20,000.00
Total	\$58,500.00
Down Payment	\$0.00
Total Offer Value	\$38,500.00

FINANCING INFORMATION			
Financed By	N/A	Amount Financed	38,500.00
Loan Type		Rate Type	
		Term in Months	
		Interest Rate	

Retail Offer

Vehicle Configuration					
Vehicle / Quote Number: 0701469567					
NORMAL	NORMAL OFFER		761314	HVAC CAB	
NHCE	NEW HOLLAND CE		761326	BLOCK HEATER	
C332R	C332-RG		761042	E-H CONTROLS	
CE-NA	CE-NA		761037	HIGH FLOW PLUS PACKAGE	3,047.00
	Base price	82,432.00	761311	E-H CAB LCD DISPLAY	5,130.00
761328	ENGLISH		761300	BASE-E-H	
761334	MULTIFUNC NO RD LGTS		761031	2 SPEED E-H CONTROLS	
761323	SELF LEVEL-E-H		761205	HEAVY DUTY REAR DOOR	
761165	RIDE CONTROL		761627	761627 EH2-LIMITED-AIR CAB	-6,000.00
761069	HIGH FLOW AUXILIARY		761148	78" BOLT ON CUTTING EDGE	259.00
8500147	450 MM (17.7 INCH)		761133	78" LOW PROFILE EXTENDED	1,371.00
463739	STEEL LIGHTS		761224	LAP BAR NEW HOLLAND	
761062	AIR RIDE SUSPENSION SEAT	582.00	761325	HYDRAULIC COUPLER	1,051.00
761173	FLOOR MAT E-H CONTROLS		464957	TRANSPORT PROTECTION	
761156	GLASS FRONT DOOR			Total List Price	\$87,872.00

Houston County Agenda Request Form

Date Submitted: January 29, 2021 **Board Date:** February 9, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Change Order #3:

Consider approving a change to install a colored (painted) roof over the highway office in lieu of galvalume as originally proposed.

Attachments/Documentation for the Board's Review:

Change Order #3 from Wieser Brothers with estimate.

Justification:

Action Requested:

Signature Required if approved.

For County Use Only			
Reviewed by:	_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
	_____ Finance Director	_____ County Engineer	_____ Environmental Services
	_____ IS Director	_____ Other (indicate dept)	_____
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and determine if the request will be heard at a County Board meeting.



CHANGE ORDER REQUEST # 3

Project Name: Houston County Highway Department Facility

Job # 220193

Date: 1/27/2021

DESCRIPTION OF WORK TO BE DONE:

Install a colored (painted) roof over the office in lieu of galvalume as originally proposed.

	Sub Quote	Labor Total	Material Total	Total Cost
American Buildings & Wieser Brothers	\$0.00	\$1,480.00	\$18,739.00	\$20,219.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Subtotal	\$0.00	\$1,480.00	\$18,739.00	
Subtotal				\$20,219.00
Contractor's Fee				\$2,021.90
Total for Change Order				\$22,240.90

Approval: _____

Date: _____

**HOUSTON COUNTY
AGENDA REQUEST
FEBRUARY 9, 2021**

Date Submitted: February 4, 2021

By: Carol Lapham

- **Request approval of State of MN OSA 2020 engagement letter and authorize signatures of Board Chair and Finance Director.**
- **Request Board ratification of MCCC Amendment No 7 – Maintenance and Support Agreement – Property Tax. This agreement is necessary to ensure tax program support until a new windows based system is in place. While the letter references the CAMA system, Houston County does not use that program.**
- **Request the transfer of \$500,000 from Road & Bridge funds to 37-809 Capital Project-Highway Facility to cover the 2021/01/31 fund deficit after the project payments approved on 2021/01/26.**

TO: Avenu Tax and CAMA Counties

FROM: Lisa Meredith, MnCCC Executive Director
lisa@mncccc.org, 651-401-4201

DATE: January 14, 2021

RE: Avenu Tax and CAMA Support Contract Extensions

The Tax and CAMA User Groups, as well as the MnCCC Board, have met and approved the attached contract amendments to extend support for both Tax and CAMA through December 31, 2023. Board Ratifications are attached for each system. As the user groups have approved, counties are not required to participate for the full term of the contract extension, however they are required to meet the notification requirements and pay the approved early departure fees as set by the user groups.

Notification of cancellation shall be provided no less than 12 month prior and no later than May 15th of the prior calendar year. Notification must be provided to MnCCC and Avenu.

Early departure fees are a discounted maintenance and support rate set to cover any costs incurred for providing support for less than the minimum number of counties. The approved early departure fees for counties are \$29,325 per year for Tax and \$9200 per year for CAMA.

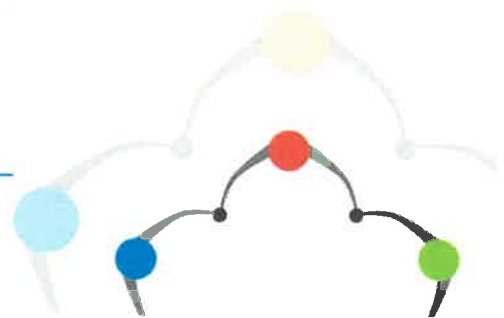
Please have Board Ratifications signed and returned to MnCCC no later than February 17th, 2021. Signed board ratifications should be returned to emily@mncccc.org and lisa@mncccc.org. And, please note that early departure notification for 2022 will be due on May 15, 2021.

More information on the new Tax and CAMA system contracts and implementation will be coming soon.

If you have any questions or need additional information, please contact me.

Thank you.

Attachments: Tax and CAMA Amendment 7 documents, Board Ratifications for both Tax and CAMA



**AMENDMENT NO. 7
TO
MAINTENANCE AND SUPPORT AGREEMENT - PROPERTY TAX**

This Amendment No. 7 to Maintenance and Support Agreement (this "Amendment") is made and entered into by and between the Minnesota Counties Computer Cooperative ("MCCC") and Conduent State and Local Solutions, Inc. ("Conduent") successor in interest to Conduent State & Local Solutions, Inc., referred to individually as "Party" or collectively as "Parties." In consideration of the mutual obligations set forth herein, the Parties mutually agree to amend the Agreement as follows:

1. This Amendment shall be effective on June __, 2020 (the "Amendment Effective Date").

2. Article 2, Term of Agreement, is deleted in its entirety and replaced with the following:

The term of this Agreement shall commence on June __, 2020 (the "Effective Date"), and will continue through December 31, 2023. This Agreement can be extended for additional years based on mutually agreed to pricing terms negotiated by the Parties.

3. As of the Amendment Effective Date, Article 3, Maintenance and Support Services to be Provided by ACS is deleted in its entirety and replaced with the following:

Beginning on June __, 2020, and continuing through the term of this Agreement, Conduent will furnish MCCC and the members of the Conduent Property Tax User Group with the services set forth in Exhibit A - Statement of Work, attached hereto and made part hereof.

Withdrawal of Counties shall be addressed as follows: It is the intent of the parties that all of the Initial Participating Counties ("IPC's") will continue to receive maintenance and support hereunder for the three-year term at the per County rates set forth in Table 1. There are twenty-five (25) IPCs under this Agreement. The parties acknowledge and agree that nineteen (19) Counties is the "Minimum Participating Threshold" ("MPT") under this Agreement. To the extent the total number of participating Counties falls below the IPC but remains at or above the MPT, the quarterly rate will be adjusted on a per county basis for which the price will be subject to a pro rata reduction for each withdrawn county down to the MPT. If the total number of participating Counties falls below the MPT, the total price paid by MCCC shall remain equal to the MPT price. For the avoidance of doubt, the parties acknowledge and agree that under no circumstances will the per county rate comprising the total price paid by MCCC drop below the MPT. The price to MCCC upon the withdrawal, termination or removal, of any County or Counties between the IPC and MPT shall be adjusted at the quarterly price per Table 2. The withdrawal, termination, or removal of an MCCC member County covered by this Agreement shall be confirmed in writing and shall not be a basis for reduction or modification of the total three year price payable by MCCC.

MCCC acknowledges and agrees that each member of the Property Tax User Group who ratifies this Agreement will be bound by the general terms and conditions specified herein, including but not limited to the service provision terms contained in Exhibit A.

4. As of the Amendment Effective Date, in Exhibit B of the Agreement, Applicable Charges, the section titled "Tax Support" is deleted in its entirety and replaced with the following:

For the MCCC member counties who are members of the Conduent Property Tax User Group (which consists of the following counties: Beltrami, Benton, Brown, Dodge, Faribault, Fillmore, Freeborn, Goodhue, Houston, Hubbard, Jackson, Kanabec, Kittson, LeSueur, Martin, McLeod, Otter Tail, Pennington, Pine, Sibley, Wabasha, Waseca, Watonwan, Winona and Wright Counties), MCCC shall pay Conduent the quarterly maintenance & support fees set forth below.

Table 1

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
quarterly price	quarterly price	quarterly price	quarterly price
per county	per county	per county	per county
\$8,360	\$8,694	\$8,955	\$9,224

5. Notification of cancellation should be provided 12 months in advance per the original contract and should be done prior to May 15 of each year.
6. Avenu will continue to maintain a support staff to support this product and customers.
7. All terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

Optional Services

Upon written request, Avenu will provide MnCCC pricing for upgrade path to our legacy Tax solutions as part of this support and maintenance agreement. Avenu may propose any one of several modules and features listed below to meet the desired objectives for a property tax solution. Each of these may be purchased separately or as a fully integrated bundle with our CAMA solutions. Our proposed pricing includes implementation and support services required for each of the solutions including project management, data conversion, and training.


Clearview Property Tax Manager (PTM): Property Tax Billing, Collection, and Assessment Administration modules are intended to conform to each jurisdiction's business rules. The objective is to provide workflows and calculations that adapt to a County's administrative requirements. The Property Tax Billing and Collections modules are designed to provide end to end management of the entire Tax cycle, and together the modules provide tools and administer assessments for each jurisdiction.

Size	PTM
Small	\$8,709
Medium	\$10,398
Large	\$12,765


IN WITNESS WHEREOF, the undersigned authorized representatives of MCCC and Conduent have executed this Amendment.

MINNESOTA COUNTIES COMPUTER
COOPERATIVE

CONDUENT STATE & LOCAL
SOLUTIONS, INC.




11/24/20



10/7/20
Lisa C. Meredith
Executive Director



10/6/2020
JASON McCASLEN
MCCC BOARD CHAIR



10/6/2020
JASON McCASLEN
CAMA CHAIR



10/5/2020
Micki O'Keefe
TAC Chair

RATIFICATION STATEMENT

The Board of Commissioners of _____ County has ratified the Property Tax System Maintenance and Support Agreement Amendment between Minnesota Counties Computer Cooperative (MnCCC) and Avenu providing an extension for support for Property Tax System (PTS) January 1, 2021 through December 31, 2023.

This Agreement will be effective January 1, 2021 through December 31, 2023. Ratification of this agreement commits this County to meet the agreed upon terms set by both the amendment and the user group regarding notification for early departure as well as early departure fees set and approved by the MnCCC Property Tax User Group.

Signed: _____
County Board Chair

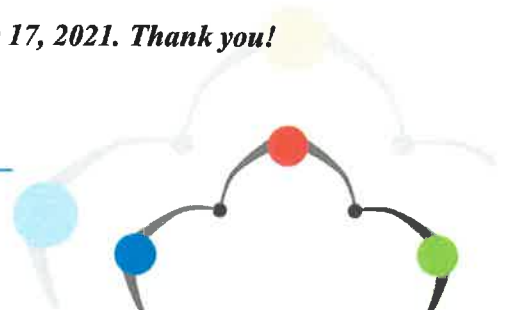
Date: _____

Attest: _____

Title: _____

Date: _____

Please return signed statement to MnCCC no later than February 17, 2021. Thank you!



CAROLL
2/4/21 9:58AM

*******Houston County*******



TRIAL BALANCE REPORT

As of Date: 01/2021

Report Basis: 1 1 - Cash
2 - Modified Accrual
3 - Full Accrual

Save Report: N

Comment:

FUND Range From 37 Thru 37



CAROLL
2/4/21 9:58AM
37 Capital Projects Fund

TRIAL BALANCE REPORT
As of 01/2021

Report Basis: Cash

<u>Account</u>	<u>Beginning Balance</u>	<u>Actual This -Month</u>	<u>Actual Year -To -Date</u>	<u>Current Balance</u>
809 CAPITAL PROJECT -HIGHWAY FACILITY				
1001 CASH	183,127.34	594,780.48 -	594,780.48 -	411,653.14 -
Total Assets	183,127.34	594,780.48 -	594,780.48 -	411,653.14 -
---Liabilities and Balance----- Liabilities				
Total Liabilities	0.00	0.00	0.00	0.00
Fund Balance				
2881 FUND BALANCE (UNRESERVED/UNDESIGN	183,127.34 -	0.00	0.00	183,127.34 -
2887 Expenditure Control	0.00	594,780.48	594,780.48	594,780.48
Total Fund Balance	183,127.34 -	594,780.48	594,780.48	411,653.14
Total Liabilities and Balance	183,127.34 -	594,780.48	594,780.48	411,653.14
37 Capital Projects Fund	0.00	0.00	0.00	0.00

**HOUSTON COUNTY
AGENDA REQUEST FORM
February 9, 2021**

Date Submitted: 02.04.2021

By: Tess Kruger, HRD/Facilities Mgr.

APPOINTMENT REQUEST

- **None**

ACTION ITEM

- **Consider for approval the 2021-2023 Law Enforcement Labor Services, Inc., Local #237 (Licensed Deputies Unit) and the County of Houston**

HR CONSENT AGENDA REQUEST

Auditor/Treasurer

- **Change Nicole Konkel's employment status from probationary Deputy Auditor/Treasurer – License Center to regular status B22, Step 2 effective February 18, 2021**

<u>Reviewed by:</u>	<input checked="" type="checkbox"/> HR Director	<input checked="" type="checkbox"/> County Sheriff	_____
	<input checked="" type="checkbox"/> Finance Director	_____ County Engineer	_____
	_____ IS Director	_____ PHHS	_____
	_____ County Attorney	<input checked="" type="checkbox"/> Other (indicate dept)	<u>Auditor/Treasurer</u>
	_____ Environmental Svcs		
<u>Recommendation:</u>			
<u>Decision:</u>			

LABOR AGREEMENT

BETWEEN

**LAW ENFORCEMENT LABOR
SERVICES, INC., LOCAL #237
(Licensed Deputies Unit)**

AND

THE COUNTY OF HOUSTON

JANUARY 1, 2021 - DECEMBER 31, 2023

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This Labor Agreement is entered into between the Houston County Board of Commissioners and the Houston County Sheriff, hereinafter the “Employer” and the Law Enforcement Labor Services, Inc., Local #237, hereinafter the “Union”.

ARTICLE 1. PURPOSE

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- 1.1 Establish the foundation for harmonious and effective labor-management relationship.
- 1.2 Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 To memorialize in writing the parties agreement regarding rates of pay, hours of work, and other terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

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- 2.1 The Employer recognizes the Union as the exclusive representative for purpose of meeting and negotiating the terms and conditions of employment for all Employees in the bargaining unit composed of: All licensed essential employees of the Houston County Sheriff's Department, Caledonia Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and all other employees, as certified by the Bureau of Mediation Services, Case No. 98-PCE-305.
- 2.2 Job classifications considered to be within the bargaining unit and covered by this Agreement, are as follows:
 - Sergeant/Deputy
 - Investigator/Deputy
 - Canine Handler ¹
 - Deputy

¹ In a Memo of Agreement dated June of 2007, the Canine Handler classification was added to the bargaining unit.

- 2.3 Disputes which may occur between the Employer and the Union, as to the inclusion or exclusion of a new or revised job classification in the unit defined above, shall be referred to the Bureau of Mediation Services for determination.

ARTICLE 3. SCOPE OF AGREEMENT

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- 3.1 It is the intention of the Union and the Employer that the coverage of this Agreement is limited to the "terms and conditions of employment," which are defined as the hours, wages, and working conditions that are specifically established herein and are not in conflict with any statute of the State of Minnesota or rules or regulations promulgated thereunder.
- 3.2 The Union recognizes that certain terms and conditions of employment are established by statutes of the State of Minnesota. It is the intention of the parties that this Agreement supplement such statutes. In the event this Agreement is in conflict with such statutes the latter shall prevail.

ARTICLE 4. EMPLOYER AUTHORITY

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- 4.1 It is recognized by both parties that except as expressly stated herein, the Employer shall retain rights and authority necessary to operate and direct the affairs of Houston County Sheriff's Department in all of its various aspects, including, but not limited to: the right to direct the working forces; to plan, direct and control all operations and services of the department, to determine the methods, means, organization and number of personnel by which operations and services are to be conducted; to assign and transfer Employees; to schedule working hours, and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve Employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; and to change or eliminate existing methods, equipment or facilities. It is also recognized by both parties that the Employer shall retain the authority and prerogatives to:
- 4.1.1 Operate and manage affairs in all respects in accordance with existing and future laws and regulations of appropriate authorities including County Personnel Policies and Work Rules.

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- 4.1.2 Maintain the efficiency of the government operations.
- 4.1.3 Take whatever actions may be necessary to carry out missions of the County in emergencies.
- 4.1.4 Any term or condition of employment not explicitly established by this agreement shall remain with the Employer to establish, modify or eliminate.
- 4.1.4 Continue Memorandum of Understanding signed by the parties on August 1, 2017, regarding assignment of Investigator duties, set forth in Appendix B.

ARTICLE 5. UNION RIGHTS AND SECURITY

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- 5.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly dues. Such monies and listing of employees from whom such deduction has been made shall be remitted as directed by the Union.
- 5.2 The Union may designate two (2) employees from the bargaining unit to act as stewards and shall inform the Employer within ten (10) days, in writing of such choice and changes in the position of Steward. Stewards shall have the right to process grievances, as established by Article 19 (Grievance Procedure) and other duties and responsibilities as established by this Agreement.
- 5.3 Up to two (2) stewards shall be compensated, at straight-time, for the actual time spent in negotiations. The time spent in negotiations shall not be used to create overtime or comp-time situations in calculating the total hours worked for the pay period.
- 5.4 The Union shall have the right to request the deduction of a "fair share" fee in accordance with the provisions of M.S. 179A.06 Subd.6.
- 5.5 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union recreational or social affairs and any other items specifically approved by the Employer. The Union agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

- 5.6 The Union agrees to indemnify and hold the Employer harmless against any claims, suit, order, or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provision of this Article.
- 5.7 The Union will receive a two (2) week notice of changes in the established work rules unless such change is necessitated by an emergency situation.

ARTICLE 6. EMPLOYMENT STATUS

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- 6.1 Personnel employed and scheduled for eighty (80) hours per two-week pay period shall be defined as regular full-time employees.
- 6.2 Personnel employed and scheduled for less than eighty (80) hours per two-week pay period but more than fourteen (14) hours per week shall be defined as regular part-time employees.
- 6.3 The work week for fulltime employees shall be forty (40) hours per week, eight (8) hours per day, ten (10) hours per day, or twelve (12) hours per day with a one-half (1/2) hour paid lunch hour per day.
- 6.4 Personnel employed and scheduled to work on a casual or intermittent basis of fourteen (14) hours or less per week or less than one hundred (100) days per calendar year otherwise meet the definition contained in MSA 179A.03, Subd. 14, shall be defined as casual employees. Casual Employees shall not accrue any other benefit established by this Agreement.

ARTICLE 7. TRIAL WORK PERIOD

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- 7.1 All full-time and part-time employees who are original hires or rehires following separation shall serve a trial work period.
 - 7.1.1 The trial work period for Captain (Chief Investigator), Investigator, Lieutenant, Sergeant, Canine Handler and Deputy Sheriff shall be one (1) year.

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—

- 7.1.2 The trial work period shall serve as a period of time during which the employee's fitness and ability to perform the job classification duties and responsibilities shall be evaluated.
- 7.1.3 At any time during the trial work period, an employee may be terminated at the discretion of the Employer without such discharge being a violation of this Agreement or being grievable as provided by Article 22 (Grievance Procedure). Employees terminated during trial work period, shall receive a written notice of such terminations.
- 7.1.4 The trial work period may be extended for an additional three (3) months upon written notice, stating the reason for the extension by the Employer to the Union.
- 7.2 All employees promoted to a higher job classification shall serve a trial work period for one (1) year.
- 7.2.1 The promotional trial work period shall serve as a period of time during which the employee's fitness and ability to perform job classification duties and responsibilities shall be evaluated.
- 7.2.2 At any time during the promotional trial work period any employee may be demoted, at the discretion of the Employer. Employees demoted during a promotional period:
1. Shall receive written notice of any reasons for such demotions;
 2. Shall have the right to return to their previously held job classification; and
 3. Shall be compensated at their salary prior to the promotion.
- 7.2.3 Employees shall have the right, at any time during the promotional trial work period to voluntarily demote to their previously held job classification and salary prior to promotion.
- 7.2.4 The promotional trial work period may be extended for an additional three (3) months upon written notice stating the reasons for the extension, by the Employer to the Union.

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- 7.3 Employees shall, during the trial work period, accumulate sick leave, and vacation as provided by Articles 11 and 12. However, during the trial work period, employees may request the use of accumulated sick leave but not accumulated vacation. This shall not apply to employees serving a promotional trial work period.

ARTICLE 8. HOURS OF WORK AND SHIFT BIDDING

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- 8.1 Prior to November 1st of each year non-probationary Deputies in Patrol shall select their work shift by seniority for the following calendar year. The work schedule shall be posted prior to the shift bid.
- 8.2 The scheduled workday, work week and work shift shall be established and posted by the Employer on a monthly basis. Each month's schedule shall be posted no later than the twentieth (20th) of the preceding month.
- 8.2.1 The Employer will notify the Union at least ten (10) calendar days prior to implementation of changes to the schedule.
- 8.2.2 Nothing in the Agreement shall prohibit the Employer from changing the permanent work schedule to meet emergencies.
- 8.3 The normal work week for all Employees shall be forty (40) hours per week with eight (8) or ten (10) hours per day with a one-half (1/2) hour paid lunch break per day.
- 8.2.1 Notwithstanding the provisions of Article 8.2, the Employer and employee may, by mutual agreement, deviate from the normal workweek or workday. This does not restrict the Employer in changing the work schedule pursuant to the provisions of Article 8.1.
- 8.4 All employees shall be at their assigned duty station ready for work at their scheduled starting time and remain in a duty status until the scheduled quitting time or until relieved by the Employer.
- 8.5 Nothing in the Agreement shall be construed as, and is not intended to be, a guarantee of any hours of work per normal week or day.

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ARTICLE 9. OVERTIME/CALL BACK/ON CALL/COURT TIME

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- 9.1 Overtime shall be defined as hours assigned by the Employer and worked by the employee as follows:

Hours in excess of eight (8) hours per day or ten (10) hours per day or eighty (80) hours per two (2) week period.

- 9.2 Notwithstanding the provisions of Article 9.1, employees who have mutually agreed to flexible scheduling, as provided in Article 8.2.1, shall receive overtime compensation for all hours worked in excess of eighty (80) hours for the pay period.

- 9.3 If an employee is scheduled to work four (4) or more consecutive Saturdays and/or Sundays, they shall receive overtime compensation for each consecutive Saturday and/or Sunday shift starting with the fourth (4th) consecutive Saturday and/or Sunday shift.

Example 1:

An employee who is normally scheduled to work every other weekend is scheduled to work what is considered to be a Saturday and/or Sunday shift on the weekend that would have been this employee's weekend off. This employee then works the following weekend as part of their normal schedule. *This situation does NOT qualify the employee for overtime.*

Example 2:

The same situation exists as in Example 1, however the employee is scheduled to work what is considered to be a Saturday and/or Sunday shift on the next weekend which would have been the employee's weekend off. *Since the employee has now worked what is considered a Saturday and/or Sunday shift for four (4) consecutive weeks in a row, the employee is entitled to overtime compensation for this particular Saturday and/or Sunday shift.*

Example 3:

The same situation exists as in Example 2, however this employee now works the following weekend as part of their normal schedule. *This situation also qualifies the employee for overtime since the employee has now worked what is considered to be a Saturday and/or Sunday shift for five (5) consecutive weekends.*

- 9.4 Overtime hours assigned and worked shall be compensated at a rate of one and one-half (1 1/2) times an employee's basic hourly rate of pay. Premium compensation earned as a result

of working overtime may be taken in the form of a cash payment or as compensatory time off, to be used in the same manner as their accrued vacation. Employees may, with the Employer's approval, have any portion of their balance above forty (40) hours cashed out during any regular payroll period at the employee's current hourly rate. Additionally, as of the end of the last payroll period in any calendar year, employees may have their balance or any portion of their balance cashed out at the employee's current hourly rate and/or may carry over up to one hundred twenty (120) hours from one year to the next.

- 9.5 Overtime assigned by the Employer shall be worked unless such assignment is excused by the Employer. Available overtime will be offered as equitably as practicable among employees qualified to do the work.
- 9.6 Court time shall mean hours an employee is required because of the employee's work to appear at a criminal case outside of assigned hours.
- 9.7 Call Back and/or Court Time. An employee called in for work at a time other than his normal scheduled shift, will be compensated for a minimum of two (2) hours at one and one-half (1 1/2) times the employee's basic rate. An early start or extension of a scheduled shift shall not be considered a call back. Employees will be notified of the cancellation of court appearances at least twenty-four (24) hours prior to the scheduled appearance. If the notification of cancellation is less than twenty-four (24) hours prior to the scheduled appearance, the employee will receive the two-hour court time minimum.
- 9.8 On Call. When coverage does not exist or is inadequate, employees will be notified by the Sheriff's Department that they are on-call. Employees who are on-call are required to respond when called and report for work when needed. Regularly scheduled on-call time will be divided evenly between employees within the bargaining unit whose shift has just been completed and whose shift is just about to begin. Employees will be subject to discipline for failing to respond or report for work. Employees required by the Employer to be on-call shall receive ½ hour of comp-time for each hour he or she is designated as being on call.
- 9.9 For the purpose of computing compensation as provided by this Article, hours worked shall not be compounded, pyramided or counted twice for the same hours worked.

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**ARTICLE 10. JOB CLASSIFICATION, WAGES AND POST EMPLOYMENT
HEALTH CARE SAVINGS PLAN (PEHCSP)**

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10.1 Employees covered by this Agreement shall be compensated based on their job classification and length of continuous employment for all hours worked in accordance with the Salary Schedule attached hereto as Appendix "A". The parties agree to re-open the 2021—2023 Labor Agreement for the purpose of meeting to negotiate the issue of wages in years 2022 and 2023.

The issue of wages may broadly encompass changes to wages and the wage schedule at Appendix A ("Wage Grids"); changes to Article 10 ("Job Classifications, Wages"); and other terms surrounding the possible implementation of the results of a compensation study. All other terms of the Labor Agreement will remain in effect and shall not be subject to negotiation for the duration of the 2021—2023 Labor Agreement.

10.2 Part-time employees will be paid according to the full-time employees' pay scale listed as Appendix A of this agreement. Part-time employees will advance through the pay scale based upon actual hours worked, with two thousand eighty (2080) hours being equal to one year. However, working more than 2080 hours in a year does not allow an employee to advance to the next pay step.

10.3 The Employer may, at its discretion, and upon notification to the Union, place a newly hired Employee at any rate on the salary schedule.

10.4 The employer will maintain the post-employment health care savings plan (PEHCSP) offered by the Minnesota State Retirement System to be funded by employee payments/contributions and severance amounts, as allowed by law.

ARTICLE 11. SICK LEAVE

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11.1 Full-time employees shall earn sick leave at the rate of 3.7 hours per bi-weekly pay period.

11.2 No more than eight hundred (800) hours of accumulated sick leave may be carried over from one year to the next.

- 11.3 All employees who have an accumulated sick leave balance, as of the end of the last payroll period in any calendar year, of more than eight hundred (800) hours, will receive payment for fifty five percent (55%) of those sick leave hours above eight hundred (800) hours, at the end of each year with the understanding that all sick leave hours accumulated in excess of 800 hours will be forfeited and their balance returned to 800 hours prior to the new year. Such payment will be deposited in the post-employment health care savings plan (PEHCSP) created for each employee in Article 10.4.

- 11.4 Accumulated sick leave may be approved for absences for the following reasons:
 - 11.4.1 Because of illness or injury which prevents the employee from performing job duties and responsibilities.
 - 11.4.2 Because of medical or dental care which cannot be scheduled at a time other than during the employee's normal workday.
 - 11.4.3 To care for relatives as set forth in and pursuant to MS §181.9413 as amended.

- 11.5 The Employer may require written medical verification of an employee's illness, a family member's illness or an employee's ability to return to work following an illness or injury. The Employer agrees to pay for the full cost of obtaining the medical verification.

- 11.6 Employees who are ill or injured for a period of time which exceeds their accumulated sick leave may use accumulated vacation or request an unpaid leave of absence in accordance with the provisions of Article 19 (Leave of Absence).

- 11.7 Misuse of the sick leave benefit shall be just cause for disciplinary action as provided by Article 20 (Discipline and Discharge).

- 11.8 Notification. Employees unable to report on their work day because of illness or injury shall notify the Sheriff or designee as soon as possible prior to their scheduled starting time. Employees returning to work from sick leave of three (3) days or more duration shall notify the Sheriff or his designee at least one (1) calendar day prior to their scheduled starting time. Employees failing to give such notice may be subject to discipline as provided by Article 20 (Discipline and Discharge).

- 11.9 When sick leave is approved, employees, for compensation purposes, will be considered to

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have worked their normal workday.

- 11.10 Part-time employees shall earn pro-rata sick leave benefits based on the number of hours actually worked during a pay period, up to fulltime.

ARTICLE 12. VACATION

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- 12.1 Full-time employees shall earn paid vacation based on years of continuous service with the Employer in Accordance with the following schedule:
 - 12.1.1 From the start of employment through the first (1st) year of continuous employment at the rate of 3.08 hours per bi-weekly pay period.
 - 12.1.2 From the start of the second year through the end of the fifth year continuous employment at the rate of 3.7 hours per bi-weekly pay period.
 - 12.1.3 From the start of the sixth year through the end of the tenth year continuous employment at the rate of 4.31 hours per bi-weekly pay period.
 - 12.1.4 From the start of the eleventh year through the end of the fifteenth year continuous employment at the rate of 4.93 hours per bi-weekly pay period.
 - 12.1.5 From the start of the sixteenth year through the end of the twentieth year continuous employment at the rate of 5.54 hours per bi-weekly pay period.
 - 12.1.6 From the start of the twenty-first year through the end of the twenty-fifth year of continuous employment, at the rate of 6.16 hours per bi-weekly pay period.
 - 12.1.7 From the start of the twenty-sixth year of continuous employment and thereafter, at the rate of 6.76 hours per pay period.
- 12.2 Two (2) years earned vacation days may be carried over from one year to the next. Employees having accumulated two (2) years earned vacation shall be allowed to accrue additional hours for use during the calendar year, but shall reduce those hours to two (2) years accumulation by the end of the last payroll period of the calendar year; and employees who resign or retire must have their vacation accrual reduced to the two (2) year accumulated maximum, at the time of retirement or

resignation, or forfeit those hours accumulated over the two (2) year maximum. Discharge for cause, however, will result in forfeiture of all hours accumulated in excess of the two- (2) year accumulated maximum.

An employee shall have preference as to the time of vacation in accordance with seniority provided:

- 12.2.1 All such preference for more than three (3) days of vacation shall be made known to the Employer at least thirty (30) days prior to the first (1st) day of the month which the vacation is to be scheduled.
- 12.2.2 Two (2) employees in the same job classification may be scheduled a vacation period at the same time only with the approval of the Employer. Employees not selecting a vacation period may be scheduled a vacation by the Employer; and
- 12.2.3 Maximum vacation time that may be taken at one (1) interval is ten (10) working days.
- 12.2.4 Minimum vacation time that may be taken at one (1) interval is one (1) hour for all personnel covered under this contract and a fourteen (14) day notice of that intent is mandatory to such vacation being granted. (The mandatory fourteen (14) day notice can be waived for good cause).
- 12.3 Employees shall accumulate vacation during the trial work period, but shall not be eligible to take vacation until completion of the trial work period. Employees terminated during the trial work period shall not be compensated for accumulated vacation.
- 12.4 Part time employees shall earn pro-rata vacation benefit based on the number of hours actually worked during a pay period, up to fulltime.

ARTICLE 13. BEREAVEMENT LEAVE

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13.1 Bereavement Leave. Full-time employees may request the use of up to a maximum of three (3) consecutive scheduled work days, with pay, for bereavement in the event of the loss of a member of the employee's immediate family. Immediate family shall be defined as the employee's spouse, children, mother, father, step-mother, step-father grandparents,

brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, grandchildren, step children, step grandchildren and the mother, father, aunt, uncle, brother, sister, niece, nephew, or grandparents of the employee's spouse. Requests for bereavement leave will not be unreasonably denied.

13.1.1 When bereavement leave is scheduled employees, for compensation purposes, will be considered to have worked their normal work day.

13.1.2 Part time employees shall earn pro-rata bereavement leave benefits based on their full time equivalency (FTE).

ARTICLE 14. SCHOOL CONFERENCES

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14.1 Employees may attend school conferences pursuant to MSA 181.9412, as amended.

ARTICLE 15. JURY DUTY

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15.1 If an employee is required to serve on a jury, the Employer shall compensate the employee the difference between jury duty pay and his/her regular hourly rate of pay.

ARTICLE 16. INSURANCE

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16.1 The Employer shall maintain a hospital and medical insurance program subject to the limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier. Changes in the benefit level of the hospital medical insurance program will be negotiated with the Union except those required by law.

Employees may elect individually or to enroll for dependent coverage of the hospital and medical program.

- 16.2 Effective January 1, 2018, the single coverage contribution by the County for the \$1000 CMM plan shall be 95% of the single premium for the plan. The single contribution by the County for the \$3,375 CDHP shall be 95% of the single premium for the plan.

This contribution shall be the same for this bargaining unit as any other bargaining unit during the term of this Agreement.

- 16.3 Effective January 1, 2018, the County contribution rate for family and dependent Coverage for employees choosing the \$1000 CMM shall be 85% of the family premium. The family/dependent contribution by the County for the \$6,750 CDHP shall be 85% of the family premium for the plan.

- 16.4 In addition to the County's monthly premium contribution, those choosing the \$3,375/\$6750 CDHP shall receive County contributions into a VEBA or HSA HealthCare savings account for qualified employees as follows:

For those selecting single coverage a County contribution of fifty percent (50%) of the deductible shall be made in four equal installments payable in conjunction with the 1st pay period of January, April, July, and October.

For those selecting dependent/family coverage a County contribution of fifty percent (50%) of the deductible shall be made in four equal installments payable in conjunction with the 1st pay period of January, April, July, and October.

The County reserves the right to eliminate any health plan option from the annual enrollment options listing should the enrollment in any plan decrease to less than ten (10) employees county-wide at any time during that current calendar year. Written notice of intent to eliminate a plan would be delivered to the Union by September 15th prior to the effective date of the plan elimination. The effective date for plan elimination would be January 1st of the subsequent calendar year following such notice.

This contribution shall be the same for this bargaining unit as any other bargaining unit during the term of this Agreement.

- 16.5 The Employer agrees to increase its contribution towards dependent health and life insurance coverage for the members of this bargaining unit, to the same extent that the Employer increases its contribution for members of any other bargaining unit in the County.

- 16.6 Employees hired prior to April 1, 1986, who do not wish to enroll in dependent health and life insurance may receive a payment in lieu of insurance equivalent to the dependent portion of the insurance up to a maximum of one hundred twelve dollars (\$112.00) per month. Employees hired after April 1, 1986 shall not receive a payment in lieu of insurance but may receive the insurance benefit only.
- 16.7 The Employer shall provide a ten thousand dollar (\$10,000) term life insurance program subject to the limitations, benefits, and conditions established by the contract between the Employer and the insurance carrier.
 - 16.7.1 The term life insurance program shall provide a death benefit for all full-time employees.
 - 16.7.2 The Employer shall pay the full cost of the monthly premium cost of the term life insurance program for all full-time employees.
- 16.7 Part-time employees, who are designated as working 20 or more hours per week, shall earn pro-rata insurance benefits based on their fulltime equivalency (FTE).
- 16.8 The Employer agrees to indemnify employees in accordance with the statutory provisions of Minnesota Statutes 466.07 (1986).
- 16.9 During the contract period, the County agrees to working with the Union on putting in place a Health Care Savings Account program where bargaining unit members can make payments and/or transfer their severance package into such an account, consistent with applicable laws.

ARTICLE 17. HOLIDAYS

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- 17.1 During the work year, Eleven (11), eight hour work days shall be considered paid holidays for full-time employees.
- 17.2 The eleven (11) holidays shall be observed as follows:

New Year's Day	--	January 1
Martin Luther King, Jr. Day	--	Third Monday in January
Presidents' Day	--	Third Monday in February
Spring Holiday	--	Easter Sunday

Memorial Day	--	Last Monday in May
Independence Day	--	July 4th
Labor Day	--	First Monday in September
Veterans' Day	--	November 11th
Thanksgiving Day	--	Fourth Thursday in November
Friday after Thanksgiving Day		
Christmas Day	--	December 25th

- 17.3 To be eligible for holiday pay, employees must have worked their last scheduled work day before the holiday and their first scheduled work day following the holiday, unless the absence is approved by the employee's Department Head.
- 17.4 Holidays which occur during an employee's scheduled vacation shall be considered a paid holiday, and the employee shall not be charged for vacation on that day.
- 17.5 All employees required to work on any of the holidays specified by this Article shall be paid at the rate of one and one half (1 1/2) times the employee's base pay for all hours worked, or as compensatory time, in addition to their holiday pay.
- 17.6 All employees covered by this agreement shall be compensated up to 8 hours, based on their full-time equivalency, at their basic rate of pay for each of the holidays provided for by this section.
- 17.7 Holiday pay shall be paid in two (2) payments, one in June and one in December of each year.
- 17.8 Notwithstanding 17.7, an Employee desiring to receive compensation on a holiday they are not scheduled to work must request use of vacation time for that specific day.
- 17.9 Overtime for working on Christmas Eve. Employees who work on Christmas Eve (December 24th) shall be paid at the rate of one and one half (1 1/2) times the employee's base pay for all hours worked, as cash or compensatory time off, for all hours worked of the shift that is considered to be on December 24th, however Christmas Eve shall not be considered a paid holiday.

ARTICLE 18. SEPARATION

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- 18.1 Employees shall be considered separated from employment with Employer based on the following actions:

- 18.1.1 Resignation. Employees resigning from employment shall submit written notice at least fourteen (14) calendar days prior to the effective date of their resignation. Failure to give such notice may result in the forfeiture of all earned vacation. In the event of unusual circumstances beyond the employee's control the Employer may waive the fourteen (14) calendar day notice requirement.
- 18.1.2 Retirement. Employees may retire from employment in accordance with retirement rules set forth under the Public Employees Retirement Act.
- 18.1.3 Discharge. Employees may be discharged from employment as provided by Article 20 (Discipline and Discharge).
- 18.1.4 Absence from Work. Employees absent from work without an appropriate absence as provided by this Agreement may be discharged as provided by Article 20 (Discipline and Discharge).
- 18.1.5 Inability to Perform Job Duties and Responsibilities. Employees may be separated for inability to perform job duties and responsibilities as provided by Article 20 (Discipline and Discharge) or Article 7 (Trial Work Period.)
- 18.2 Employees re-employed by the Employer following separation shall be considered as original hires and shall serve a trial work period.
- 18.3 Employees separated from employment except for discharge or termination during the trial work period shall be compensated for all accumulated vacation and compensatory time at the time of separation or to the employee's estate in the event of death.
- 18.4 Employee's separation from employment, except for discharge or termination during trial work period, shall be compensated for all accumulated unused sick leave up to the accumulated maximum at the time of separation, or to the employee's estate in event of death, at the rate of fifty five (55%) percent to a maximum of fifty five (55) days / four hundred forty (440) hours, or may convert 80 hours of unused sick leave to one (1) months paid up health insurance for the employee only. Such payment upon separation will be deposited in the post-employment health care savings plan (PEHCSP) created for each employee in Article 10.4.

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An employee must have been employed for a period of ten (10) years to qualify for the above provision, except that an employee who has been laid off may qualify for the above provision upon layoff, regardless of years of service.

ARTICLE 19. LEAVES OF ABSENCE

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- 19.1 In the event it is necessary for an employee to be absent from work for reasons other than those provided for in this Agreement including an extended sick leave without pay as provided in Section 11.5, a written request for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence.
- 19.2 Requested leaves of absence will be granted only when such leave will not affect the service provided by the Employer, is recommended by the Sheriff, and is approved by the County Board.
- 19.3 During an unpaid leave of absence Employees will earn no compensation or benefits established by the Agreement.
- 19.4 Employees who are absent from work without an approved leave of absence shall be subject to discipline as provided by Article 20 (Discipline and Discharge) and shall receive no compensation during the period of absence.

ARTICLE 20. DISCIPLINE AND DISCHARGE

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- 20.1 The Sheriff, shall have the right to impose disciplinary actions on Employees for just cause.
- 20.2 Disciplinary action by the Sheriff, may include any of the following actions:
 - 1. Oral Reprimand;
 - 2. Written Reprimand;
 - 3. Suspension;

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- 4. Demotion; and
- 5. Discharge.

20.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee.

Such a signature is not an admission of wrongdoing. The employee will receive a copy of such reprimands and/or notice.

20.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

20.5 Employees who receive a written reprimand or who are suspended or discharged may grieve such actions through the provisions of Article 22 (Grievance Procedure), provided that if no appeal is made of such disciplinary action within 15 consecutive days of its occurrence, this right is waived.

ARTICLE 21. LAYOFF

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21.1 Employees may be laid off by the Employer to meet the needs of the Employer. In the event a layoff is necessary, the work force shall be reduced based on seniority, ability to perform available work, and work performance within the affected job classification.

ARTICLE 22. GRIEVANCE PROCEDURE

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22.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

22.2 The Employer will recognize Union representatives designated by the Union as stewards having the duties and responsibilities established by this Article.

22.3 Other representatives of the Union shall be permitted to enter into the premises of the Employer in connections with grievances under this Article so long as they do not interfere

with the normal duties of employees, and they notify the office of the Sheriff before coming onto the job site.

- 22.4 It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities. The aggrieved employee and the steward may be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the steward have notified and received the approval of the Sheriff who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer. Grievances as defined by 22.1 shall be resolved in conformance with the following procedure:

STEP 1 An employee claiming a violation concerning the interpretation or application of this Agreement shall, within 15 consecutive days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer's designated representative will discuss and give the answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer's designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

STEP 2 If appealed, the written grievance shall be presented by the Union and discussed with the Sheriff. The Sheriff shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Sheriff's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 3 If appealed, the written grievance shall be presented by the Union and discussed with the County Board. The County Board shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the County Board's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the

Union within ten (10) calendar days shall be considered waived.

STEP 4 If the grievance is not resolved at Step 3 of the grievance procedure, the party shall submit the matter to mediation with the Bureau of Mediation Services.

Submitting the grievance to mediation preserves the timelines for Step 5 of the grievance procedure.

STEP 5 A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by State Law.

22.5 ARBITRATOR'S AUTHORITY.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subject from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make decision on any other issue not so submitted.

22.5.1 The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the Grievance presented.

22.5.2 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. Either party may request a verbatim record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

22.6 WAIVER OF GRIEVANCE.

If a grievance is not presented within the time limit set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit of each Step may be extended by mutual agreement of the Employer and the Union.

22.7 CHOICE OF REMEDY.

If, as a result of the written Employer response in Step 4 the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of any Employee who has completed the required trial work period, the grievance may be appealed either to Step 5, Article 22 or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 5 of Article 22, the grievance is not subject to arbitration procedure as provided in Step 5 of Article 22. The aggrieved Employee shall indicate which procedure is to be utilized--Step 5 or Article 22 or another appeal procedure--and shall sign a statement of effect that the choice of any other hearing precludes the aggrieved Employee from Step 5.

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this Grievance procedure. If a court of competent jurisdiction rules contrary to *Board of Governors*, or if *Board of Governors* is judicially or legislatively overruled, the underlined language will automatically be deleted from the Labor Agreement.

ARTICLE 23. UNIFORM AND EQUIPMENT ALLOWANCE

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- 23.1 Each Deputy Sheriff shall be allotted a uniform and equipment allowance of \$800.00 each year.
- 23.2 The Employer will provide an initial uniform package which will consist of the following:

- 2 long sleeve shirts
- 2 short sleeve shirts
- 3 pair of pants
- 1 neck tie
- 1 lightweight coat
- 1 winter coat
- 1 rain coat
- 2 name tags
- 2 sets of collar brass

Two shirt badges and one camera will be provided, however, they will remain the property of the county. Uniform changes and or requirements implemented by the Sheriff that exceed fifty percent (50%) of the annual uniform allowance will be paid for entirely by the Employer, with no deductions to the employee's uniform allowance. Changes that cost less than 50% of the annual uniform allowance will be born in their entirety by the employee. All other uniform items are to be purchased and maintained by the employee.

23.3 Upon termination of employment all patches, uniforms and equipment issued shall be returned to the Employer.

23.4 Deputies will be paid a uniform allowance as follows:

23.4.1 One half the allotment in June of each year, and one half the allotment in December of each year;

23.4.2 Deputies will be responsible to purchase their own authorized uniforms. Uniforms will not be charged to the County; and

23.4.3 The Sheriff will authorize the type of uniforms allowed to be purchased and will inspect uniforms and if found to be in need of replacement, will have the deputy replace the uniform within a month.

23.5 Initial uniforms will be furnished by the Employer and new employees will not collect uniform allowance for a one-year period.

ARTICLE 24. SEVERABILITY

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- 24.1 In the event that any provision(s) of this Agreement is declared to be contrary to law by proper legislative, administrative, or judicial authority from whose findings, determinations, or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 25. TRAINING AND MEETINGS

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- 25.1 The Employer shall be responsible for providing a minimum of forty-eight (48) hours in a three- (3) year period of training required by the Peace Officers Standards Training (P.O.S.T.) Board for each Deputy Sheriff. The Employer also agrees to reimburse each Deputy Sheriff for the cost of their P.O.S.T license fee.
- 25.2 Mandatory training or mandatory departmental meetings, as established and scheduled by the Sheriff or Chief Deputy, shall be counted as hours worked towards the computation of overtime. The Sheriff or Chief Deputy will make an effort to have training while Deputy is on duty. With the Sheriff or Chief Deputy's approval, employees may attend training classes other than mandatory training, on their own time and shall receive straight time pay for all hours spent in such training.
- 25.3 In addition to all other compensation received, employees who work as an instructor for authorized law enforcement training shall receive one-half (½) hour of compensatory time for each hour spent as an instructor for classes primarily intended for Sheriff's Office employees.
- 25.4 Deputies assigned to perform the duties of Field Training Officers shall earn one and one-half (1½) hours of compensatory time off at their regular rate of pay for each shift assigned to perform such duties.

ARTICLE 26. INJURY ON DUTY

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- 26.1 The parties recognize that employees working for the County of Houston Sheriff's Department and covered by this Agreement, face a high potential for injury due to the nature of their employment. Such employee, who in the ordinary course of employment and while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer, incurs a disabling injury, shall be compensated in an amount equal to the difference between the employee's regular rate of take home pay and benefits paid under Worker's Compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to six (6) months of Employee's regular monthly rate of pay per disabling injury.

ARTICLE 27. PERSONAL PROPERTY

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- 27.1 Personal property of the employee, damaged or destroyed in the course of the regular performance of their duties, shall be replaced by the Employer at no cost to the employee, up to fifty dollars (\$50.00) per item. Replacement cost of employee's eye glasses or pistol will be up to five hundred dollars (\$500.00). This provision does not apply towards any items damaged that are part of the Employer required uniform or equipment.

ARTICLE 28. WAIVER

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- 28.1 The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreement and understanding reached by the parties after the exercise of this right are fully and completely set forth in this Agreement.
- 28.2 Therefore, the Employer and the Union for the duration of this Agreement, agree that the other party shall not be obligated to meet and negotiate over any term or condition of employment whether specifically covered by this Agreement.

28.3 Any and all prior agreements, resolutions, practices, policies, and rules or regulations regarding the terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded.

ARTICLE 29. DURATION AND PLEDGE

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29.1 This Agreement shall become effective January 1, 2021, unless specifically provided otherwise, and shall remain in effect through the thirty-first (31st) day of December 2023, and continue in effect from year to year thereafter, unless changed or terminated as provided by Section 29.2.

29.2 Either party desiring to change or terminate this Agreement must notify the other in writing prior to September 1, 2020. When notice is given of the desire to negotiate changes, the nature of such changes shall be specified in the notice. Unless a conclusion is reached regarding such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this Agreement shall follow the same procedure as a proposed change.

29.3 In consideration of the terms and conditions of employment established by this Agreement and the recognition that the Grievance Procedure herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of the Agreement:

29.3.1 The Union, its officers, and the employees will not engage in, instigate, or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work, or absent themselves in whole or in part from the full, faithful performance of their duties of employment. In the event of such an occurrence the Union will notify each employee, in writing, that such action is improper and that the employee must return to work immediately.

29.3.2 The Employer will not engage in, instigate, or condone any lockout of employees.

ARTICLE 30. CANINE HANDLER

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A Deputy designated as a “Canine Handler” and the canine shall collectively be known as the “Canine Team”.

The Canine Team shall be required to perform specific duties as provided for in the Sheriff’s Office policy for the Canine Program in addition to normal patrol duties and assignments.

A Deputy designated as the “Canine Handler” shall have specific responsibilities for the grooming, feeding, cleaning, exercising, etc. or caring for the needs of the canine, as provided for in the Sheriff’s Office policy for the Canine Program.

A Deputy designated as the “Canine Handler” will be required to work a “canine shift” and compensation for the canine shift shall consist of two separate parts:

a. Part one: Off Duty Canine Care

The Off Duty part of the canine shift, the handler shall receive a ½ hour of compensatory time off for each off duty day of the canine handler. Such compensatory time off shall be compensation for grooming, feeding, cleaning, exercising, etc. the canine on Off Duty days.

b. Part two: On Duty Canine Care

The On Duty part of the canine shift shall be for the performance of the handler’s regular duties as a Deputy Sheriff. This part of the shift shall be the same as any other Deputy Sheriff shifts with the following exception: the regularly scheduled shift shall be shortened by a ½ hour and the handler shall be provide with an additional ½ hour of paid time on each of these “On Duty” days for grooming, feeding, cleaning, exercising, etc. or caring for the needs of the canine.

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SIGNATURE PAGE AND APPENDICES FOLLOW

Agreed this _____ day of February 2021, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives:

FOR LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 237

_____ Date: 02/ /2021
Renee Zachman , LELS Business Agent

_____ Date: 02/ /2021
Dan Coogan, LELS Local 237 Steward

_____ Date: 02/ /2021
Luke Sass, LELS Local 237 Steward

FOR THE COUNTY OF HOUSTON:

_____ Date: 02/ /2021
Robert Burns, County Board Chair

_____ Date: 02/ /2021
Theresa Arrick-Kruger HC HR Director

Approved as to form and execution:

_____ Date: 02/ /2021
Samuel Jandt, County Attorney

APPENDIX "A"
Wage Grids

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<u>January 2021</u>	<u>2.5%</u>	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY	
BAND	POSITION	0-6 MOS	7-18 MOS	19-30 MOS	31-42 MOS	43+ MOS	
<i>FT Hrs required for advancement:</i>		<i>(1040 Hrs)</i>	<i>(2080 Hrs)</i>	<i>(2080 Hrs)</i>	<i>(2080 Hrs)</i>	<i>(2080 Hrs)</i>	
C42	INVEST/SGT	5% above top Deputy:					\$ 37.39
C42	DEPUTY	\$ 28.83	\$ 30.36	\$ 32.03	\$ 33.79	\$ 35.61	

<u>January 2022</u>	<u>TBD</u>	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY	
BAND	POSITION	0-6 MOS	7-18 MOS	19-30 MOS	31-42 MOS	43+ MOS	
<i>FT Hrs required for advancement:</i>		<i>(1040 Hrs)</i>	<i>(2080 Hrs)</i>	<i>(2080 Hrs)</i>	<i>(2080 Hrs)</i>	<i>(2080 Hrs)</i>	
C42	INVEST/SGT	5% above top Deputy:					\$
C42	DEPUTY	\$	\$	\$	\$	\$	

<u>January 2023</u>	<u>TBD</u>	HOURLY	HOURLY	HOURLY	HOURLY	HOURLY	
BAND	POSITION	0-6 MOS	7-18 MOS	19-30 MOS	31-42 MOS	43+ MOS	
<i>FT Hrs required for advancement:</i>		<i>(1040 Hrs)</i>	<i>(2080 Hrs)</i>	<i>(2080 Hrs)</i>	<i>(2080 Hrs)</i>	<i>(2080 Hrs)</i>	
C42	INVEST/SGT	5% above top Deputy:					\$
C42	DEPUTY	\$	\$	\$	\$	\$	

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APPENDIX "B"
Memorandum of Understanding

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COPY OF MOU ON NEXT PAGE

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MEMORANDUM OF UNDERSTANDING
Between Houston County and Law Enforcement Labor Services, Inc.

This Memorandum of Understanding is entered into between the County of Houston (hereafter, "County") and Law Enforcement Labor Services, Inc., Local #237 (hereafter, "Union").

WHEREAS, the County and the Union are parties to a Collective Bargaining Agreement (hereafter "CBA" or "Agreement").

WHEREAS, the CBA contains language in Article 2, Section 2.2 identifying the Investigator/Deputy position as a classification within the LELS Local #237 bargaining unit.

WHEREAS, the County has indicated interest in treating the Investigator position as a rotating position whose duties include assignment to the SE MN Violent Crime Enforcement Team.

WHEREAS, the County and the Union have conferred regarding the parties' desire to avoid further dispute regarding the nature of the Investigator position.

NOW, THEREFORE, the parties agree as follows:

1. The Investigator position will be assigned by the Sheriff, consistent with the terms of this MOU.
2. The duration of an employee's assignment to the Investigator position shall be 3 to 5 years in length, during which time the employee may be removed from the position as set forth in Article 20 of the CBA, or as described in this Memorandum.
3. The Sheriff will evaluate the performance of the employee assigned to the Investigator position; and, after the employee completes 3 years in the position, the Sheriff may elect to discontinue the employee's assignment without such action being considered discipline as set forth in Article 20 of the CBA. If the Sheriff does not elect to discontinue the employee's assignment at this time, the employee will continue in the assignment for the remaining duration of the 5 year term.
4. If the Sheriff chooses to discontinue the employee's assignment at 3 years as described in this Memorandum; or, upon the expiration of the 5 year term, the Sheriff shall seek letters of interest from applicants and assign the senior most qualified applicant to the Investigator position.
5. The employee assigned to the Investigator position will receive pay for the duration of the assignment at the Investigator rate of pay identified in the CBA at "Appendix A – Wage Grids."

This Memorandum of Understanding shall remain in effect for the duration of the CBA.

In witness whereof, the parties have caused this Memorandum of Understanding to be executed this 1 day of Aug., 2017.

HOUSTON COUNTY

 for J.M.

Jack Miller
County Board Chair



Theresa Arrick-Kruger
Houston County HR Director




Mark Inglett
Houston County Sheriff

Date: 8/1/17

**LAW ENFORCEMENT
LABOR SERVICES, INC.**



Renee Zachman
LELS Business Agent



Dan Coogan
LELS Local #237 Representative

Date: _____

Houston County Agenda Request Form

Date Submitted: 1/21/2021

Person requesting appointment with County Board: John Pugleasa, Director Public Health & Human Services

Will you be doing a power point or video presentation: Yes NO

Issue:

Children's Mental Health Respite Grant extension for state fiscal year (SFY) 2022

Attachments/Documentation for the Board's Review:

DHS notice of grant extension, and County Budget worksheet

Justification:

Action Requested:

Approve grant extension as presented and authorize Chair Burns to sign DocuSign documents

For County Use Only			
Reviewed by:	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning/Environmental Service
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> HR/Personnel
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	<input type="checkbox"/>
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all requests and schedule appointments as appropriate.

Minnesota Department of Human Services
Behavioral Health Division
Elmer L. Andersen Human Services Building
540 Cedar Street
St. Paul, MN 55155

January 29, 2021

Re: **Children's Mental Health Respite Grant** notice of extension for state fiscal year (SFY) 2022

Dear Houston County Public Health and Human Services,

We're writing to offer an extension to your current children's mental health respite grant. The new grant award will be for 12 months (July 1, 2021 through June 30, 2022). A total of \$1,524,000 is available to all grantees. DHS' Behavioral Health Division calculated grant awards based on the following formula: total SFY 20/21 grant award based on a 12 mos. grant cycle. This resulted in an SFY 22 award amount at approximately 2/3 of the amount awarded for SFY 20/21.

Grant award for SFY 22 (which must be spent from July 1, 2021 through June 30, 2022): **\$8,633**.

Please note that if you're a current children's mental health respite grant recipient, all current funds *must be spent by June 30, 2021*.

We're working through DHS' contracting and procurement processes and will provide you with a draft contract as soon as possible. We're asking for you to please help by completing the following:

- Complete the attached *BUDGET SUMMARY AND JUSTIFICATION FORM* according to SFY 2022 grant award and return no later than **February 15, 2021**.
- Provide name, title and email address for all authorized signers for future DocuSign process.

IMPORTANT: No work under the contract can be performed beyond the current contract expiration date of June 30, 2021 until the SFY 2022 extension amendment is fully executed based on the effective start date of the amendment, OR the date the final required signature is obtained from the STATE, pursuant to Minnesota Statutes, Section 16B.06, Subdivision 2, whichever occurs last.

Sincerely,

Darrin Helt
darrin.helt@state.mn.us | phone (651) 431-2325
Policy Consultant | Behavioral Health Division
Minnesota Department of Human Services

2022 Children's Mental Health Respite Grant Contract Attachment 1

BUDGET SUMMARY AND JUSTIFICATION FORM

Specify the grant amount received and detail all proposed expenses. The below form will expand or contract as necessary. The information should provide sufficient detail to justify the total amount budgeted in each category. The program budget must be complete and reasonable, must link to the proposed program activities, and must specify how the amounts for each budget item were determined. All information should be contained on the budget workbook, with no further narrative submitted.

The budget must contain a complete breakdown of budget category items and must also contain summary calculations and formulas for each item of cost in a category and the basis for each calculation.

In any case where a category item is not clearly related to the project goals or activities, additional justification should be provided. Administrative costs should be listed and described. FTE specific to administration should be described hours per week, number of week times the rate of pay, equal total salary.

Do not directly enter dollar amounts on this Budget Summary tab. Enter dollar amounts on Budget Justification tabs and it will automatically enter onto the amounts on the Budget Summary Tab.

BUDGET SUMMARY SFY2022	
July 1, 2022 to June 30, 2023	
CATEGORY	TOTAL BUDGET FY22
Direct Assistance-Transportation	\$ 815.00
Direct Assistance-CMH Respite Care	\$ 7,818.00
Indirect Costs/Administration (up to 10%)	\$ -
TOTAL FUNDS	\$8,633.00

BUDGET SUMMARY AND JUSTIFICATION FORM

A separate budget justification is required for each State fiscal year (i.e. 7/1/21 - 6/30/22 = SFY2022). The tables below will expand as necessary. The budget justification must contain a complete breakdown of budget category items. The budget justification must also contain summary calculations and formulas for each item of cost in a category and the basis for each calculation. Salaries should be listed as FTE, hours per week, number of week times the rate of pay, equal total salary.

BUDGET JUSTIFICATION FY22: July 1, 2021 to June 30, 2022

CATEGORY	BRASS CODES	JUSTIFICATION NARRATIVE	Total
Direct Assistance-Transportation. Direct assistance may include direct funding and financial assistance for transportation to and from resite care activities.	416	<i>\$68 per month for transportation related needs - - last 5.75 years of transportation (average \$815 per year) divided by 12 months.</i>	\$815
Direct Assistance-CMH Respite Care. Direct assistance may include direct funding and financial assistance for traditional and nontraditional respite care services and activities.	489	<i>\$522 per month for traditional respite services - - last 5.75 years of respite care (average per year \$6,269.37) divided by 12 months. \$129.50 per month for non-traditioanl respite services - - remaining \$1,554 divided by 12 months.</i>	\$ 7,818.00
Indirect & Administrative Costs (up to 10%). Includes costs indirect costs often referred to as overhead, are all costs shared by the organization as a whole. Indirect cost reimbursement contributes to the costs a grantee has for running its programs, including grant-funded projects and programs. Indirect costs are categorized as	489		
TOTAL Budget Fiscal Year 22			\$ 8,633.00