

## PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: May 11, 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, 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 Pugleasa, Public Health Supervisor Heather Myhre, Board Clerk/EDA Director Allison Wagner, Interim Recorder Mary Betz, Engineer Brian Pogodzinski, Sheriff Mark Inglett, Environmental Services Director Aaron Lacher, Zoning Administrator Amelia Meiners, Chief Deputy Brian Swedberg

Presiding: Chairperson Burns

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Walter, seconded by Commissioner Severson, motion unanimously carried to approve the agenda.

Dist. 1:	Yes	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 Walter, motion unanimously carried to approve the board meeting minutes from May 4, 2021.

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

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. Pugleasa stated that case numbers in the County had gone up in the last month. He also said that the Pfizer vaccine had recently been approved for 12-15 year school age children. He noted that the Pfizer vaccine required ultra cold storage and the County had not yet administered it. The County had been in contact with other health partners who could administer the Pfizer

vaccine to residents. Myhre shared that Public Health had logged over 400 volunteer hours related to vaccine administration. This included volunteer vaccinators and other volunteers working at vaccination clinics. County staff and board members expressed appreciation for all the volunteer hours.

## CONSENT AGENDA

Commissioner Severson moved, Commissioner Walter seconded, motion unanimously carried to approve the consent agenda. Items approved are listed below.

- 1) Approve 2021 State of Minnesota Federal Boating Safety Supplemental Patrol Grant Contract Agreement.
- 2) Consent to pursue reimbursement for expenses incurred for State mandated Telephone Cardiopulmonary Resuscitation training for the County's dispatch staff.
- 3) Approve Memorandum of Understanding between Houston County and the La Crosse County Hazardous Materials Facility for the 2021 Remote Household Waste Collection Events.
- 4) Reassign Mary Betz, (current Chief Deputy Recorder) as the interim County Recorder, to fulfill the unexpired term of Sue Schwebach at prior incumbent's current salary, effective May 12, 2021. Said term to expire December 31, 2022.
- 5) Reassign Michelle Werner (current Deputy Recorder) as the interim Chief Deputy Recorder, B23, Step 2, effective May 12, 2021. Initiate a competitive search for a Deputy Recorder, B21.
- 6) Hire Travis Lapham, as a probationary Sheriff's Deputy C42, Step 4, effective June 7, 2021, conditioned upon satisfactory completion of a background check.
- 7) Accept the resignation of Daniel Coogan, Sheriff's Deputy, effective the end of the business day August 14, 2021, and thank Deputy Coogan for his 16 years of service to the residents of Houston County.
- 8) Approve a competitive search for a Sheriff's Deputy.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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## ACTION ITEMS

File No. 1 – Commissioner Severson moved, Commissioner Walter seconded, motion unanimously carried to approve a CUP to build a dwelling in La Crescent Township for Anthony Krenzke. The motion included adopting the Planning Commission's findings and recommendations including that the permittee shall comply with all federal, state, and local laws and regulations.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 2 - Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve a CUP amendment to the current CUP issued by La Crescent Township in 2012 for Robert Ott. All original conditions would still apply to the CUP

amendment including that the permittee shall comply with all federal, state, and local laws and regulations.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 3 – Commissioner Johnson moved, Commissioner Walter seconded, motion unanimously carried to approve CUP to expand a feedlot from 434 animal units to 800 a.u. in Mayville Township for Tom and Cole Hoscheit. The motion included adopting the Planning Commission’s findings and included four conditions: 1. The permittee shall comply with all federal, state, and local laws and regulations; 2. The County may enter onto the premises at reasonable times in a reasonable manner to ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinances; 3. No manure, mud or dirt associated with the operation of the site shall be applied, spilled, tracked, or otherwise become located on or within the roadway or right-of-way of County Rd 5 or Smoking Drive; 4. The permittee shall obtain all permits required under Minnesota Animal Feedlot Rules prior to commencing construction.

Dist. 1:	Yes	Dist. 2:	Yes	Dist. 3:	Yes	Dist. 4:	Yes	Dist. 5:	Yes
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File No. 4 - Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve a \$30,000 loan from the County’s Economic Development Revolving Loan Fund for Vicki Olson and Kristen Collins co-owners of Timeless Creations for purchasing the building at 108 West Cedar Street in Houston at the 2021 set rate and terms (2.25% for 10 years). This project would retain and add a new business to the City of Houston.

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

Commissioners planned to review the County’s emergency declaration regarding COVID-19 and discuss the American Rescue Plan dollars the County would be receiving at the next workgroup session.

Commissioners discussed recent meetings they had attended including a Land Use Committee Meeting, Community Service Meeting, and meeting regarding the Highway Shop.

Chairman Burns stated he had met with Winona County Waste and Recycling the week prior and would be setting up a meeting to discuss Houston County’s waste and recycling department.

Comisioners shared that the County’s Hazardous Waste Collection would be taking place in the City of Houston from 9 a.m. to 1 p.m. on Saturday, May 22<sup>nd</sup>.

There being no further business at 9:58 a.m., a motion was made by Commissioner Johnson, seconded by Commissioner Walter, unanimously carried to adjourn the meeting. The next meeting would be a Workgroup Session on May 18, 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

## PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: May 18, 2021

9:00a.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, Eric Johnson, Robert Burns, Teresa Walter and Greg Myhre

Others Present via Computer/Phone:

Auditor/Treasurer Donna Trehus, Finance Director Carol Lapham, EDA Director/Board Clerk Allison Wagner, Human Resources Director Theresa Arrick-Kruger, Public Health and Human Services Director John Pugleasa, Public Health Supervisor Heather Myhre, Engineer Brian Pogodzinski, Interim Recorder Mary Betz,

Board Workgroup Session

Call to order.

Commissioners discussed the County's emergency declaration related to COVID-19. The current declaration on the County website would need to be updated with more up to date information. It was the recommendation of Public Health and Human Services Director Pugleasa to follow the Minnesota Department of Health (MDH) and Centers for Disease Control (CDC) guidelines. It was the general consensus of the Board to follow MDH and CDC guidelines. Pugleasa and Public Health Supervisor Myhre would work on updating information for the County website and provide Commissioners with that information at the next regular board meeting. Staff in the meeting asked if masks would still be required in County buildings. It was the general consensus to follow CDC guidelines regarding masks. The current CDC guidelines did not require masks for those who were fully vaccinated.

Commissioners discussed the American Rescue Plan dollars the County was anticipating receiving. Finance Director Lapham shared that once the funds were received the County would have until 2024 to allocate them and the funds could be used until 2026. The specific guidelines on how the funds could be used were still not completely clear as the Treasury was still working on the official guidelines.

Commissioners discussed additional discussion items including some phone calls they had received regarding the board of adjustment and the Zoning and Planning Department. Commissioners discussed having a personal committee meeting with the current employees in the Zoning and Planning Department to help plan for and come up for ideas on how to possibly restructure the department.

The meeting was adjured at 10:38 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: \_\_\_\_\_  
Robert Burns, Chairperson

Attest: \_\_\_\_\_  
Donna Trehus, Auditor/Treasurer

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
May 25, 2021**

**Date Submitted: 05.20.2021**

**By: Tess Kruger, HRD/Facilities Mgr.**

**ACTION REQUEST**

- **Consider approving the 2021-2023 Labor Agreement between The County of Houston and Local Union #2166, American Federation of State, County and Municipal Employees, AFL-CIO, Council 65 (See attached)**

**APPOINTMENT REQUEST**

- **CLOSED SESSION (9:30 AM)**  
**Labor Negotiations – Closed Session pursuant to Minn. Stat. §13D.03, Subd. 1, (b) to discuss labor negotiations , including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections [179A.01](#) to [179A.25](#)**
- **CLOSED SESSION**  
**Pursuant to Minn. Stat. § 13D.05, Subd. 2, (b), for the preliminary consideration of allegations or charges against an individual subject to its authority. Note this meeting may be opened at the request of the individual who is the subject of the meeting**

**HR CONSENT AGENDA REQUEST**

**Highway**

- **Hire Dustin Rask, as a probationary Maintenance Specialist B23-2, effective June 7, 2021, conditioned upon satisfactory completion of a background and CDL check**

**Public Health and Human Services**

- **Accept the resignation of Tamara Olson, Forensic Social Worker effective the end of the work day May 27, 2021. (The dept. is evaluating needs and a recommendation will be forthcoming as to a staffing request.)**

**Sheriff's Office**

- **Amend the hire date of Travis Lapham as probationary deputy sheriff to June 3, 2021**

**Reviewed by:**

  X   **HR Director**  
  X   **Finance Director**  
      **IS Director**  
      **County Attorney**  
      **Environmental Svcs**

  X   **County Sheriff** \_\_\_\_\_  
  X   **County Engineer** \_\_\_\_\_  
      **PHHS** \_\_\_\_\_  
      **Other (indicate dept)** \_\_\_\_\_

**Recommendation:**

**Decision:**



**AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF HOUSTON**  
**AND**  
**LOCAL UNION #2166**  
**AMERICAN FEDERATION OF STATE, COUNTY**  
**AND MUNICIPAL EMPLOYEES, AFL-CIO**  
**COUNCIL 65**

**JANUARY 1, 2021 - DECEMBER 31, 2021**

## **TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
<b>ARTICLE I.</b>	<b>PURPOSE AND DEFINITIONS ..... 1</b>
<b>ARTICLE II.</b>	<b>RECOGNITION..... 1</b>
<b>ARTICLE III.</b>	<b>EMPLOYER RIGHTS..... 2</b>
<b>ARTICLE IV.</b>	<b>UNION RIGHTS AND SECURITY ..... 2</b>
<b>ARTICLE V.</b>	<b>EMPLOYMENT STATUS ..... 3</b>
<b>ARTICLE VI.</b>	<b>PROBATIONARY PERIOD..... 4</b>
<b>ARTICLE VII.</b>	<b>HOURS OF WORK ..... 4</b>
<b>ARTICLE VIII.</b>	<b>OVERTIME..... 6</b>
<b>ARTICLE IX.</b>	<b>CALL BACK..... 8</b>
<b>ARTICLE X.</b>	<b>JOB VACANCIES AND PROMOTIONS ..... 8</b>
<b>ARTICLE XI.</b>	<b>JOB CLASSIFICATION AND SALARY..... 9</b>
<b>ARTICLE XII.</b>	<b>SICK LEAVE..... 10</b>
<b>ARTICLE XIII.</b>	<b>VACATIONS ..... 12</b>
<b>ARTICLE XIV.</b>	<b>HOLIDAYS..... 13</b>
<b>ARTICLE XV.</b>	<b>SEPARATION..... 14</b>
<b>ARTICLE XVI.</b>	<b>LEAVES OF ABSENCE..... 15</b>
<b>ARTICLE XVII.</b>	<b>SENIORITY..... 16</b>
<b>ARTICLE XVIII.</b>	<b>DISCIPLINE AND DISCHARGE ..... 17</b>
<b>ARTICLE XIX.</b>	<b>INSURANCE ..... 18</b>

<b>ARTICLE XX.</b>	<b>GRIEVANCE PROCEDURE .....</b>	<b>19</b>
<b>ARTICLE XXI.</b>	<b>SEVERABILITY .....</b>	<b>21</b>
<b>ARTICLE XXII.</b>	<b>WAIVER .....</b>	<b>21</b>
<b>ARTICLE XXIII.</b>	<b>DURATION AND PLEDGE .....</b>	<b>22</b>
<b>APPENDIX "A"</b>	<b>MEMO OF UNDERSTANDING .....</b>	<b>24</b>
<b>APPENDIX "B"</b>	<b>FAMILY MEDICAL LEAVE SUMARY .....</b>	<b>25</b>
<b>APPENDIX "C"</b>	<b>2021 WAGE GRID.....</b>	<b>26</b>
<b>APPENDIX "D"</b>	<b>LETTER OF AGREEMENT RE: AFSCME EMPLOYEES SUBJECT TO RANDOM DRUG TESTING.....</b>	<b>27</b>
<b>APPENDIX "E"</b>	<b>CHILDREN'S SERVICES LEAD SOCIAL WORKER ON-CALL.....</b>	<b>28</b>

## **AGREEMENT**

**THIS LABOR AGREEMENT**, entered into on the 1st day of January 2021, between the Houston County Board of Commissioners, hereinafter called the "**Employer**", and the American Federation of State, County and Municipal Employees, Council 65, and its affiliated Local 2166, hereinafter called the "**Union**".

### **ARTICLE I.** **PURPOSE AND DEFINITIONS**

The Union and the Employer agree that the purpose for entering into this Agreement is to:

- A. Establish the foundation for a harmonious and effective labor-management relationship;
- B. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;
- C. Place in written form the Agreement upon rates of pay, the hours of work, and all other terms and conditions of employment agreed upon for the duration of this Agreement.
  - 1. **Union**: Local 2166, American Federation of State, County and Municipal Employees, Minnesota Council 65.
  - 2. **Employer**: County of Houston.
  - 3. **Employee**: A member of the exclusively recognized bargaining unit.
  - 4. **Base Rate of Pay**: The employee's hourly pay rate exclusive of longevity or any special allowance.
  - 5. **Compensatory Time**: Approved time off the employee's scheduled hours of work equal to one and one half (1 1/2) times the overtime hours assigned and worked.

### **ARTICLE II.** **RECOGNITION**

- A. The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining in an appropriate unit composed of:

All employees of the County of Houston, Caledonia, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week, and who are not

seasonal employees as defined by Minnesota Statutes 179A.03, Subd. 14, excluding employees of the County Attorney's Office (except the Victim Services Coordinator), Highway Department (except clerical employees), County Extension Service (except clerical employees), essential employees of the Sheriff's Department (except clerical employees), and managerial-supervisory and confidential employees.

- B. The Employer agrees not to enter into any agreement individually or collectively with employees in this unit or with any other labor organization with regard to employees in this unit, which alters or conflicts with the terms and conditions of this Agreement.

### **ARTICLE III. EMPLOYER RIGHTS**

- A. The Employer retains the right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- B. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate following written notification to the Union.
- C. Nothing herein shall be construed as a limitation on the right of the Employer to subcontract or otherwise provide for the provision of services performed in whole or in part by the members of the bargaining unit.

### **ARTICLE IV. UNION RIGHTS AND SECURITY**

- A. The Employer shall deduct on a bi-weekly basis, in accordance with the dues deduction formula provided by AFSCME MN Council 65, dues from the wages of employees who authorize such a deduction in writing an amount necessary to cover the monthly dues. Such monies shall be remitted directly to AFSCME MN Council 65 along with a listing of employees from whom said deduction has been made.
- B. The union may designate employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice and changes in the position of steward. Stewards shall have the right to process grievances as established by **Article XX** (Grievance Procedures) and other duties and responsibilities as established by this Agreement.
- C. It is agreed that the Employer's obligation to provide for dues deduction and/or fair share

fee assessment shall continue for only the period of time that such deductions are non-negotiable and required by Public Employment Labor Relations Act (PELRA).

- D. The Employer shall make space available on the employee's bulletin board for the posting of Union notices and announcements. Notices which violate Houston County's policies shall not be posted.
- E. The Union agrees to indemnify and hold the Employer harmless against any claim, 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.
- F. Non-Employee representatives of the Union shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify and receive approval from the employer's Department Head and provided that they do not interfere with the work of the employees. The Union agrees that there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines, or assessments, meetings, or other activities on the Employer's time. The Union shall not use the Employer's premises or facilities for Union business without prior approval of the Employer.
- G. The Employer and the Union shall each designate two (2) members to a labor-management cooperation committee, which shall meet quarterly to discuss matters of mutual concern.
- H. Employees elected or appointed by the Union to attend International, State or District conventions or conferences of the Union, which require an employee to be absent from duty, shall be granted an unpaid leave of absence.
- I. The Union agrees to represent all members of the unit fairly and without regard for Union membership or non-membership or other factor.

#### **ARTICLE V. EMPLOYMENT STATUS**

- A. Personnel employed and scheduled for a normal work week of forty (40) hours shall be defined as regular full-time employees.
- B. Personnel employed and scheduled for a normal work week of less than forty (40) hours and more than fourteen (14) hours shall be defined as regular part-time employees.
- C. Personnel employed and scheduled to work on a casual or intermittent basis of fourteen (14) hours or less per week or less than sixty-seven (67) days per year, or in the case of students as defined in Minnesota Statutes 179A.03, Subd. 14, less than one hundred (100) days per year shall be defined as casual employees. Casual employees shall be paid at an

hourly rate only and shall not accrue any other benefits established by this Agreement.

## **ARTICLE VI.**

### **PROBATIONARY PERIOD**

- A. All non-exempt positions covered by this Agreement shall be subject to a probationary trial work period of six (6) months. This provision covers original appointments or reappointments to a job position, excluding promotional probationary periods.
- B. All exempt positions covered by this Agreement shall be subject to a probationary trial work period of twelve (12) months. This provision covers original appointments or reappointments to a job position, excluding promotional probationary periods.
- C. At any time during the probationary period, an employee may be terminated at the discretion of the Employer. Non-certification decisions are not subject to grievance/arbitration set forth in Article XX. Non-certification is defined as failing to gain non-probationary status.
- D. Employees shall, during the probationary period, earn sick leave and vacation as provided by **Article XII** and **XIII**. However, during the first six months of a probationary period, employees may not use vacation credits, nor may employees be paid for earned vacation if employment is terminated during a probationary period.

## **ARTICLE VII.**

### **HOURS OF WORK**

- A. The normal work day for regular full-time employees and part-time employees shall be eight (8) consecutive hours per day or ten (10) consecutive hours per day.
- B. The normal work week for regular full-time and part-time employees shall be five (5) eight hour normal work days or four (4) consecutive ten (10) hour normal work days during a calendar week.
- C. Notwithstanding the provisions of Article VII Sections A & B, the Employer and employee may, on occasion and by mutual agreement, deviate from the normal work week or work day. This does not restrict the Employer in changing the work schedule pursuant to the provisions of Article VII Section D.
- D. The Employer shall establish work schedules for regular full-time and part-time employees and shall post such schedules:
  - 1. During the scheduled work day, employees shall be allowed one half (1/2) hour unpaid lunch period.

2. During the scheduled work day, employees shall be allowed two (2) paid fifteen (15) minute rest periods, one (1) period in the morning and one (1) period in the afternoon, as designated by the Department Head.
  3. With prior agreement of his/her supervisor, an employee may occasionally combine the unpaid lunch period and one or both paid breaks into a one (1) hour break period.
- E. Permanent changes in posted work schedules shall be discussed with the affected employee(s) prior to its establishment.
- F. Nothing in this Agreement shall be construed as, and is not intended to be, a guarantee of any hour's work per normal work week or normal work day.
- G. Notwithstanding any other provision of this Agreement, employees classified as Custodian shall, because of the job classifications' unique and continuous job duties and responsibilities, be subject to the following conditions:
1. The normal work week shall average forty (40) hours during a seven (7) day calendar week.
  2. The normal starting and quitting time will vary based on physical plant needs and the scheduled use of the Courthouse.
  3. Weekend "building checks" shall be considered part of the normal work week and shall not be considered overtime or call back, as established by **Articles VIII and IX**.
  4. The opening and closing of the courthouse for night or weekend use shall be considered part of the normal work week and shall not be considered overtime or a call-back as established by **Articles VIII and IX**.
  5. In the event it is necessary for the Custodian to report at night or on a weekend to the Courthouse to perform maintenance which if not done would result in physical damage to the building or its contents, the employee shall be subject to the call-back provisions as established by **Articles VIII and IX**.
- H. **Exempt Employees**  
Exempt Employees are expected to perform their duties in a manner that is consistent with the standards of their respective department and/or program they oversee as set forth in applicable federal and State of Minnesota statutes and rules, the various County and departmental policies and their position descriptions. The work period for exempt employees shall normally consist of eighty (80) hours in a two week payroll period. Employees are responsible for managing and accounting for their work and may be required to regularly work in excess of their normal work day and/or eighty (80) hour payroll period. Exempt employees are required to document the hours they work.



**ARTICLE VIII.**  
**OVERTIME**

- A. Hours assigned and worked by regular full-time and part-time non-exempt employees in excess of a normal work week, normal work day, or as a result of a call back, shall be compensated at the rate of one and one half (1 1/2) times the employee's hourly rate of pay.
- B. Notwithstanding the provisions of Article VIII Section A, non-exempt employees who have mutually agreed to flexible scheduling, as provided in Article VII Section C, shall receive overtime compensation for all hours worked in excess of forty (40) during the work week.

It is understood by the Employer and the Union that all overtime must be authorized in advance by the Employer.

- C. Non-exempt employees have the obligation to work overtime if scheduled by a Department Head, unless unusual circumstances prevent the employee from so working. Overtime shall be distributed as equally as practicable among employees within a department.
- D. Premium compensation earned as a result of working overtime may be taken in the form of a cash payment or in compensatory time off at the discretion of the employee, subject to the approval of the Department Head. In the event the non-exempt employee elects to take premium compensation in the form of compensatory time off, the employee must notify the Department Head at least two (2) calendar days in advance of the time when the employee wishes to take compensatory time off. If the Department Head denies the requested time off, the employee shall receive such compensatory time in cash payment in the next payroll period. Non-exempt employees who have an accumulated compensatory time balance, as of the end of the last payroll period, in any calendar year, will be paid their accrued balance, and/or, may carry over *up to* forty (40) from one year to the next.
- E. Non-exempt employees of Social Services required to be on call shall receive the following compensation:
  - 1. Social Work employees of the Houston County Human Services Department required to be on call to administer 24-hour services shall receive, as compensation, \$30.00 per day for each day they are designated as being on call. In addition to on-call pay, employees shall also receive time and a half premium pay for actual hours worked as a result of an on-call assignment with a minimum payment of one hour.
  - 2. Premium pay earned as a result of working on-call may be taken in the form of a cash payment or in compensatory time off, at the discretion of the employee,

subject to the approval of the Department Head.

3. Social Workers would be on-call on a rotation system.
  4. This schedule would be given to the Houston County Sheriff's Office for clarity regarding which worker is to be contacted each night, weekend and holiday.
  5. The Director and Supervisor would be available on an as needed basis for consultation and assistance to the social workers.
  6. If a social worker is unable to cover their on-call shift, it will be the social worker's responsibility to find a replacement and inform the social services support staff as well as the Sheriff's Office of the change.
  7. Social workers will be provided with at least 20 hours of basic on-call training to meet state mandates. This training shall be as needed each year thereafter.
  8. Social workers shall be provided with the equipment needed to perform on call duties. This equipment would include the use of long range pagers and/or cellular phones, as technology permits and locked attaché cases for the on-call workers.
  9. Periodic meetings will be held, as needed, with law enforcement officials to review the on-call policy.
- F. There shall be no pyramiding, compounding or other additions to any premium pay.
- G. Exempt Employees are not eligible to receive over-time pay except under the following circumstances.

Exempt Employees may receive overtime pay, upon the Board of Commissioners' declaration of natural disaster or other emergency status and a separate declaration specifically authorizing over-time payments. Additionally, all Employees must have their supervisor's written pre-authorization for all such over-time. Board declared overtime will be paid as straight time, calculated by the Employee's equivalent hourly rate based on a 2080 hour annual base salary rate for all hours worked in excess of eighty (80) hours in a two week payroll period. The occurrence of Board declared overtime shall be dictated by influences outside the control of the County and the Employee; for example, natural disaster, pandemic, or other emergency condition. For the purposes of this paragraph only this provision shall not be grievable/arbitrable under Article XX, of this Agreement.

**ARTICLE IX.**  
**CALL BACK**

- A. Department Heads shall have the right to call employees back to work after the completion of or before the start of a scheduled work day or work week.
- B. The Employer shall pay a minimum of two (2) hours pay at the appropriate rate if an employee is called back to work at a time other than his normal scheduled shift. A call back shall not include an early start to a work shift or an extension of a work shift. Meetings or other scheduled work, except for emergencies, shall not qualify for call back.

**ARTICLE X.**  
**JOB VACANCIES, PROMOTIONS AND NEW HIRES**

- A. The Employer is committed to hiring the most qualified candidate for county service. Whenever possible vacant or newly created positions shall be filled by transfer or promotion from among present employees. Prior to filling the vacancy, the Employer will give reasonable consideration to the senior qualified permanent employee who has applied for the position. The Employer has the right of final decision in selecting the applicant to fill a position based on qualifications, abilities and experience.
- B. All promotional opportunities shall be posted for seven (7) calendar days. The posting shall include job title, classification, rate of pay, description of duties, minimum qualifications and examinations required.
- C. When vacancies occur within the bargaining unit or when new positions are created within the bargaining unit notices of such vacancies or new positions shall be E-mailed to all employees in the bargaining unit and the Business Agent. Within seven (7) calendar days of the initial posting, any employee wishing to be considered for such vacancy or new position shall apply, in writing, to the Employer. All such applicants shall be given consideration for the position and may request an interview.
- D. An employee who is promoted to fill a vacancy or newly created position beginning with the first day of work in the new classification shall be paid at a rate commensurate with their education and experience. Promoted employees will advance to the next highest step in the new classification (at a minimum of 3% greater than their previous rate) and their anniversary date will remain unchanged.
- E. When a new bargaining unit employee is hired, the Union President and Business Agent shall be advised of the name and home address of the new employee, with the understanding that this information may only be used for official union purposes allowed by law. A Union representative will be allowed up to thirty (30) minutes of paid time during the new employee orientation to make a presentation to represented employees. The Employer will notify the Local Union President, Vice President, and

Secretary/Treasurer of the new employees(s), their position, the date, time, and location of the scheduled orientation session; however, only one (1) union officer shall be allowed to attend.

**ARTICLE XI.**  
**JOB CLASSIFICATION AND SALARY**

- A. Employees assigned to job classifications covered by this Agreement shall be paid in accordance with the wage grids attached hereto and made a part of this Agreement. Part-time employees shall be paid on a pro-rata basis according to the actual number of hours worked.
- B. Employees newly hired or rehired after January 1, 1982, shall be paid no higher than the step 4 of their classification beginning with the first day of work, and shall advance through the increments provided by the wage scale. Anniversary dates will remain unchanged for employees who are reclassified.
- C. Employees who work less than full time move toward the base rate when their actual hours equal the number of hours a full-time employee would work before moving to that increment.
- D. Full-time employees who are assigned to a part-time status shall be compensated at the rate of their full-time job classification monthly salary prior to the change.
- E. Employees must use a County vehicle when one is available. Employees required to use their personal vehicle in the performance of assigned duties for the Employer shall receive the mileage reimbursement rate equal to the prevailing Federal rate, as established by the U. S. General Services Administration (GSA).

Additionally, the employee will be reimbursed at the applicable lower GSA rates for personal vehicle usage when a County vehicle is available within their respective department and:

- An employee who chooses to use his/her personal vehicle;
- If the employee has reserved a County vehicle and then chooses to use his/her vehicle; and
- The employee chooses to use his/her personal motorcycle
- See: [www.gsa.gov/mileage](http://www.gsa.gov/mileage)

([http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=9646&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=9646&contentType=GSA_BASIC))

- G. The Employer shall pay:
  - Recycling Coordinators an annual clothing allowance of \$200.00 per year.
  - The current Assistant Surveyor an annual clothing allowance equal to the individual employee amount received by the Highway Department Unionized

employees. Assistant Surveyors hired after the date of this Agreement shall receive an annual clothing allowance of \$100.00 per year.

- Maintenance and Custodial employees an annual clothing allowance of \$100.00 per year.
- Sheriff's Office Administrative Tech Clerks and Emergency Manager an annual clothing allowance of \$100.00 per year.

This provision shall be pro-rated for part-time employees.

- H. The County shall pay the actual cost not to exceed the following amounts when business is conducted outside the County:

Breakfast	\$10.00
Lunch	\$11.00
Dinner	\$15.00

To be eligible for breakfast, the employee must need to leave prior to 6:00 A.M. To be eligible for dinner allowance, the representative must be unable to reach home prior to 6:00 P.M. Receipts are required for meals.

When an employee is eligible to receive reimbursement for all three meals, the County shall pay the actual cost of receipted meal expenses, when business is conducted outside of the County, not to exceed a total of thirty-six dollars (\$36.00) per day.

- I. Members of this Bargaining Unit shall not receive less of a Cost of Living Adjustment or receive a greater delay in Employee step progression than any other Houston County Employee Group during the term of this Agreement.

## **ARTICLE XII.**

### **SICK LEAVE**

- A. Full-time employees shall be credited with 3.70 hours of sick leave for each pay period worked to a maximum accumulation of nine hundred sixty (960) hours.
- B. Accumulated sick leave may be approved for absences for the following reasons:
1. Because of illness or injury which prevents the employee from performing job duties and responsibilities.
  2. Because of medical or dental care which cannot be scheduled at a time other than during the employee's normal work day.
  3. Pursuant to MN Statute 181.9413 (a) an employee may use personal sick-leave for absences due to an illness of or injury to the employee's child, spouse, sibling,

parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. Additionally, an employee may use sick-leave as set forth in this article for absences due to the illness or injury of an employee's step-child, step-grandparent, daughter-in-law, son-in-law or other person living as a bona-fide, contributing member of the employee's household who is considered part of the family unit and not a tenant, renter, or boarder.

4. Pursuant to MN Statute 181.9413 (b), an employee may use sick leave for safety leave for reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described above. Safety leave is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.
  5. Disabilities caused by or contributed to pregnancy, miscarriage, abortion, childbirth, and recovery there from are, for all job-related purposes, temporary disabilities and may be treated as any other illness in connection with employment.
  6. For absences due to the illness of the regular caregiver for an employee's child for reasonable periods as necessary to make other arrangements to provide care for the employee's child.
- C. Sick leave usage shall be subject to approval and verification by the Employer. The Employer reserves the right to request medical verification from the employee at the employer's expense in the event of an absence of three (3) days or more or in the case of repeated or systematic absence of an employee. In the case of an extended illness or injury the County may require, at its expense, written medical verification that an employee is able to perform the duties of employment before the employee is allowed to return to work.
- D. Employees who are ill or injured for a period of time, which exceeds their accumulated sick leave, may request an unpaid leave of absence in accordance with the provisions of **Article XVI** (Leave of Absence).
- E. Misuse of sick leave shall be just cause for:
1. The non-payment of the sick leave benefit; and/or
  2. Disciplinary action as provided by **Article XVIII** (Discipline and Discharge).
- F. Employees unable to report for their normal work day because of reasons established by this Article shall notify their Department Head of the absence, reason for absence, and the expected duration of the absence. Employees failing to do so may be subject to disciplinary action.

- G. Part-time employees shall earn pro-rata sick leave benefits based on the number of hours normally worked during a calendar month.
- H. Non- Exempt employees shall take sick-leave in one quarter (1/4) hour increments. Exempt Employees shall take sick-leave in one (1) hour increments. Sick leave cannot be granted prior to its accrual.
- I. Employees who are unable to work due to a serious illness or injury of themselves or an immediate family member and have exhausted all of their sick leave, comp-time and all but 3 days of their vacation leave are eligible to request donation of vacation hours from other employees. Qualifying employees individual leave accruals and comp-time banks will be tolled prior to tolling donated vacation hours. The donated hours shall be paid at the receiving donee employee's hourly rate of pay.

Employees may donate up to thirty-two (32) hours of their vacation accrual per calendar year. Upon return to work, all donated leave shall be used prior to the donee employee utilizing any subsequently accrued sick leave. In the event of the donee's separation from employment, unused donated hours shall have no cash value to the donee. In the event donated hours cannot be used by a recipient employee, in accordance with this article, donated hours shall be returned to the donor employee's accrual balance.

### **ARTICLE XIII.** **VACATIONS**

- A. Full time Employees shall earn paid vacation based on years of continuous service with the Employer in Accordance with the following schedule:

From the start of employment through the first (1st) year of continuous employment at the rate of 10 days per year, or 3.08 hours per pay period.

From the start of the second year through the end of the fifth year continuous employment at the rate of 12 days per year, or 3.70 hours per pay period.

From the start of the sixth year through the end of the tenth year continuous employment at the rate of 14 days per year, or 4.31 hours per pay period.

From the start of the eleventh year through the end of the fifteenth year continuous employment at the rate of 16 days per year, or 4.93 hours per pay period.

From the start of the sixteenth year through the end of the twentieth year continuous employment at the rate of 18 days per year, or 5.54 hours per pay period.

From the start of the twenty-first year through the end of the twenty-fifth

year of continuous employment, at the rate of 20 days per year, or 6.16 hours per pay period.

From the start of the twenty-sixth year of continuous employment and thereafter, at the rate of 22 days per year or 6.76 hours per pay period.

- B. 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 years accumulation by the end of the last payroll period within 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.
- C. Vacation is granted for the purpose of employee recreation and, therefore, no employee shall be permitted to waive such vacation for the purpose of receiving double pay, unless the employee cannot be scheduled for an approved vacation by the Department Head. However, an employee who is not working due to illness or injury and has exhausted his/her sick leave, he/she may be permitted to draw his/her earned vacation pay.
- D. Upon separation from employment, employees shall be paid for earned vacation credits, except where separation is discharge for just cause as provided by **Article XVIII** (Discipline and Discharge).
- E. In all cases, vacation shall be subject to the needs and service obligations of the Department. In establishing vacation schedules, employees shall schedule a vacation period by seniority. Two (2) employees in the same job classification may be scheduled for a similar vacation period only with the approval of the Department Head.
- F. Part-time employees shall earn pro-rata vacation benefit based on the number of hours worked during a calendar month.
- F. Non-exempt employees shall take all vacation time in minimums of one quarter (1/4) hour increments. Exempt employees shall take all vacation time in minimum increments of four (4) hours. Exempt employees may flex their work hours during a pay period. Additionally, when circumstances exist that make it impossible to flex their hours during the same pay period, exempt Employees may flex their time during the next immediate pay period.
- H. Vacation time cannot be granted prior to its accrual.

#### **ARTICLE XIV.** **HOLIDAYS**

- A. Twelve (12) days during the work year shall be considered paid holidays for full-time



employees.

- B. The twelve (12) holidays shall be observed as follows:
- |                               |    |   |
|-------------------------------|----|---|
| New Year's Day                | -- | January 1   |
| Martin Luther King Jr. Day    | -- | Third Monday in January   |
| President's Day               | -- | Third Monday in February  |
| Spring Holiday                | -- | First Friday following the first full moon after the spring equinox |
| Memorial Day                  | -- | Last Monday in May  |
| Independence Day              | -- | July 4th  |
| Labor Day                     | -- | First Monday in September   |
| Veteran's Day                 | -- | November 11th   |
| Thanksgiving Day              | -- | Fourth Thursday in November   |
| Friday after Thanksgiving Day |    |   |
| Christmas Eve                 | -- | December 24th   |
| Christmas Day                 | -- | December 25th   |
- C. In the event that New Year's Day, Independence Day, Veteran's Day, Christmas Eve, or Christmas Day falls on a Sunday, the following Monday shall be observed as the holiday; in the event that these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. When Christmas Eve falls on a Friday the preceding Thursday will be observed as a holiday.
- D. 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.
- E. 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.
- F. 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.

#### **ARTICLE XV.**

#### **SEPARATION**

- A. Employees shall be considered separated from employment with the Employer based on the following actions:
1. **Resignation:** Employees resigning from employment shall submit written notice at least fourteen (14) calendar days prior to the effective date of 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 shall waive the fourteen (14) calendar day notice.

2. **Absence from Work:** Employees absent from work without approved absence as provided by **Articles XII, XIII, and XVI** (Sick Leave, Vacation, or Leaves of Absence) may be subject to disciplinary action as provided by **Article XVIII** (Discipline and Discharge).
  3. **Discharge:** Employees may be discharged for just cause as provided by **Article XVIII** (Discipline and Discharge).
- B. Employees 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 (50%) percent to a maximum of fifty (50) days/four hundred 400) hours. Such payment upon separation will be deposited in the post-employment health care savings plan (PEHCSP) created for each represented employee. An employee must have been employed for a period of five (5) 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 XVI. LEAVES OF ABSENCE**

- A. In the event it is necessary for an employee, for other than emergency reasons, to be absent from work for personal reasons, a written request for an unpaid leave of absence must be made at least fourteen (14) days prior to the effective date of the leave of absence.
- B. Requested leaves of absence will be granted only when such leave would not affect the services provided by the Employer, is recommended by the employee's Department Head, and is approved by the Board of Commissioners. The approval or denial of an unpaid leave of absence remains solely with the Board of Commissioners.
- C. Employees who are absent from work without an approved leave of absence may be subject to discipline as provided by **Article XVIII** (Discipline and Discharge).
- D. Regular full-time and part-time employees shall be granted a leave of absence with pay any time they are required to report for jury duty. The compensation payable to such employee shall be the difference between their regular compensation and per diem received for such jury duty.
- E. Full-time employees shall be granted bereavement leave up to a maximum of three (3) business days for a death in the employee's immediate family. Immediate family shall be defined as the employee's spouse, children, mother, father, grandparents, step grandparent, 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, brother, sister, aunt, uncle or grandparents or step grandparent of the employee's spouse or a person living in a bona fide contributing member that is considered part of the family unit and not a tenant, renter or boarder.

Part-time employees shall receive this benefit on a prorated basis, based on their full-time equivalency (FTE).

- F. At the request of a licensed physician, employees who have exhausted all sick leave benefits shall be granted a leave of absence not to exceed six (6) months, such leave may be extended at the discretion of the Employer.
- G. Union business and military leaves shall be granted in accordance with State and Federal Statute or rules and regulations promulgated there under which have the force and effect of law.
- H. Employees regularly scheduled to work twenty (20) or more hours per week and who have worked for the County for at least twelve (12) months shall be eligible for benefits provided for by the Federal Family Medical Leave Act (FMLA), a summary of which is attached to this agreement as Appendix E. In the event that the Family and Medical Leave Act is repealed by Congress, the County shall continue to provide employee benefits afforded by said act, at the time of repeal, through the duration of this contract.
- I. Voluntary Furlough: Upon written request to the Department Head, an employee shall be granted up to forty (40) hours of leave without pay per calendar year with no loss of benefits. Such request shall be granted but will be scheduled by mutual agreement of the Employee and Department Head in blocks of one (1) hour or more.

## **ARTICLE XVII.**

### **SENIORITY**

- A. Seniority standing shall be granted to all employees covered by this Agreement, and such standing shall be determined on the basis of total length of continuous employment with the Employer. Employees shall be placed on the seniority list as of their first day of employment upon completion of the probationary period.
- B. Seniority rights and standing shall be determined on a departmental basis.
- C. The Employer shall maintain a seniority list of all employees covered by this Agreement, a copy of which shall be made available to the Union.
- D. Seniority shall terminate when an employee is separated from employment as provided by **Article XV** (Separation).
- E. Seniority shall not accrue during a period of unpaid leave of absence of more than thirty

(30) calendar days.

- F. Employees may be laid off to meet the needs of the Employer by department. In the event a layoff is necessary, the work force shall be reduced by seniority, ability to perform available work, and job classification. Employees will be recalled to work by seniority, ability to perform work, and job classification. Employees notified to return to work must return within five (5) calendar days of notification in order to retain recall rights. Employees not recalled within twenty-four (24) months after layoff will have no recall rights.

## **ARTICLE XVIII.**

### **DISCIPLINE AND DISCHARGE**

- A. The Employer shall have the right to impose disciplinary action on employees for just cause.
- B. Disciplinary actions by the Employer may include any of the following actions based on the severity of the cause:
1. Oral Reprimand
  2. Written Reprimand
  3. Suspension
  4. Demotion
  5. Discharge

Disciplinary action should generally be progressive; provided, however, that the Employer shall have the right to suspend, demote or discharge an employee for cause of major significance without first giving oral or written reprimand.

- C. Employees who are subject to a written reprimand, suspension, demotion or discharge may grieve such action through the grievance procedure of **Article XX** (Grievance Procedure), provided that if no appeal is made of such disciplinary action within fifteen (15) calendar days of its occurrence, this right is waived.
- D. The Employer shall not discharge a permanent employee without just cause. If the Employer feels there is just cause for discharge, the employee and the Union shall be notified, in writing, that the employee is to be discharged and shall be furnished the reason(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to Union representation at such meeting upon request. The right to request such meeting shall expire at the end of the next scheduled work day of the employee after the notice of discharge is delivered to the employee unless the employee and the Employer agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the

time between the notice of discharge and the expiration of the meeting.

## **ARTICLE XIX.**

### **INSURANCE**

A. 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.

1. Effective January 1, 2021, the single coverage contribution by the \$3,500 CDHP shall be 95% of the single plan premium.

Part-time employees, who work more than 20 hours per week, will receive a prorated contribution based on their full-time equivalency.

2. Employees may elect individually to enroll for dependent coverage of the hospital and medical program as established by this **Article XIX.A**

Effective January 1, 2021, the family and dependent coverage contribution by the County for the \$7,000 CDHP shall be 85% of the family plan premium.

This contribution shall not be less for this bargaining unit than any other bargaining unit during the term of this Agreement. Employees hired prior to April 1, 1986 who elect not to enroll in dependent coverage shall receive the equivalent cost of dependent coverage up to \$112.00 per month. This payment in lieu of dependent insurance shall not increase the employee's base salary. Employees hired after April 1, 1986, are not eligible to receive a payment instead of dependent health insurance.

3. In addition to the County's monthly premium contribution, qualified employees electing a single or family CDHP shall receive County contributions into a VEBA or HSA HealthCare savings account as follows: (subject to the federal Internal Revenue Code rules and regulations)

Employees selecting CDHP single or dependent/family coverage shall receive a County contribution of fifty percent (50%) of the deductible made in four equal installments payable in January, April, July, and October in conjunction with the 1<sup>st</sup> pay period of each listed month.

B. The Employer shall provide a term life insurance program subject to the limitations, benefits and conditions established by the contract between the Employer and the insurance carrier:

1. The term life insurance program shall provide a \$10,000 death benefit for all full-time employees.
  2. Employer shall pay the full cost of the monthly premium cost of the term life insurance program as established in this **Article XIX.B**, for each month or portion of a month worked.
- C. Part-time employees shall be eligible for insurance benefits and shall have pro-rata contributions made by the Employer, based on the normal hours worked during a calendar month.
- D. The Employer agrees to post a notice of premium increases as soon as that information is available.

**ARTICLE XX.**  
**GRIEVANCE PROCEDURE**

- A. Grievance shall mean a dispute or disagreement as to the interpretation or application of any term of the contract required under Minnesota Statute 179A. This Agreement shall be considered such a contract.
- B. The Employer shall recognize stewards designated by the Union as the grievance representatives of the bargaining unit, having the duty and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such stewards and of their successors when so designated.
- C. 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 of the employees and shall, therefore, be accomplished during normal working hours only when consistent with such employee's duties and responsibilities. The aggrieved employee and the Union Steward shall be allowed reasonable time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union Steward have notified and received the approval of the Department Head, who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- D. **Procedure.** Grievances as defined by **Article XX.A** shall be resolved in conformance with the following procedure:

**Step 1:** An employee claiming a grievance shall, within fifteen (15) calendar days after such alleged violation has occurred, or knowledge of such violation, through the use of reasonable diligence, present such grievance to the employee's Department Head. The Department Head and the grieving employee shall meet and discuss the grievance.

Within ten (10) working days, the Department Head shall respond in writing to the employee. 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 of the Agreement allegedly violated, and the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the date when the Department Head's answer is due in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) working days shall be considered waived.

**Step 2:** If the grievance is not resolved at Step 1 of the grievance procedure, the parties shall submit the matter to mediation with the Bureau of Mediation Services, within 10 business days. If the Mediator declares an impasse in the matter, the grievance may be appealed to Step 3 within 10 business days of the Mediator's declaration of impasse.

**Step 3:** If appealed, the written grievance shall be presented by the Union and discussed with the Board within thirty (30) calendar days from the date the Step 3 appeal was received by the Board. The Chairman of the Board shall give the Employer's Step 3 answer in writing to the Union within ten (10) business days following the meeting with the Board and the Union.

**Step 4:** A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

E. **Arbitrator's Authority.**

1. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
2. The arbitrator shall be without power to make any 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 twenty (20) calendar days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision of the arbitrator shall be binding on both parties, and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts presented.
3. The fees and expenses of the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either

party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- F. **Waiver.** If a grievance is not presented within the time limits 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 appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.
- G. **Choice of Remedy.** If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the probationary period, the grievance may be appealed to either Step 4 or **Article XX**, the Grievance Procedure, or a procedure such as: Merit System, Veteran's Preference or Human Rights. If appealed to any other procedure other than Step 4 of **Article XX**, the grievance is not subject to arbitration procedure as provided in Step 4 of **Article XX**. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of **Article XX** or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of **Article XX**.

#### **ARTICLE XXI.** **SEVERABILITY**

- A. In the event that any provision(s) of this Agreement is declared by proper legislative, administrative or judicial authority from whose finding, determination or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.
- B. The parties shall, upon written notice, enter into negotiations to place the voided provisions of the Agreement in compliance with the legislative, administrative or judicial compliance.

#### **ARTICLE XXII.** **WAIVER**

- A. 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 agreements and understandings of the parties after the exercise of this right are fully and



completely set forth in this Agreement.

- B. 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; provided, however, that the Employer and the Union may mutually agree to amend provisions of this Agreement.
- C. Any and all previous agreements, resolutions, practices, policies and rules or regulations regarding the terms and conditions of employment of employees covered by this Agreement, to the extent they are inconsistent with this Agreement, are hereby superseded.

### **ARTICLE XXIII. DURATION AND PLEDGE**

- A. This Agreement shall become effective on January 1, 2021, and shall remain in effect through December 31, 2021, and continue in effect from year to year thereafter unless changed or terminated in the manner herein provided.
- B. Either party desiring to change this Agreement must notify the other in writing at least sixty (60) calendar days prior to the expiration date specified in **Article XXIII.A.** When notice is given for the desire to negotiate changes, the nature of such changes shall be specified in the notice. Until 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.
- C. In consideration of the terms and conditions of employment established by this Agreement and the recognition that the grievance procedure herein is established as 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:
  - 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 during the term of this Agreement.
  - 2. The Employer shall not engage in a lockout of the employees during the term of this Agreement.

SIGNATURE PAGE TO FOLLOW

Agreed to this \_\_\_\_\_ day of May , 2021, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signature of the following representatives for the Employer and the Union.

**FOR THE EMPLOYER**

**FOR THE UNION**

Date: May , 2021

Date: May , 2021

Robert Burns, County Board Chair

Max Forrester, AFSCME Labor Representative

Theresa Arrick-Kruger, HR Director

Jennifer Daley-Oakes, Local #2166 President

**Approved as to Form and Execution:**

Date: May , 2021

Samuel Jandt, County Attorney

**APPENDIX "A"**  
**MEMO OF UNDERSTANDING**

The Employer recognizes that no employee should be subject to sexual harassment. Reference to sexual harassment includes any unwanted sexual attention. Employees deeming themselves the victims of sexual harassment are referred to Chapter 363 of the Laws of Minnesota, entitled "Department of Human Rights" and to the remedies pursuant to the grievance procedures set forth in Article XX. A copy of this memorandum shall be posted in all work areas.

## **APPENDIX “B”**

### **Summary of the Family and Medical Leave Act of 1993 (FMLA)**

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#### **Family and Medical Leave Act Overview**

The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
  - the birth of a child and to care for the newborn child within one year of birth; the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
  - to care for the employee’s spouse, child or parent who has a serious health condition; a serious health condition that makes the employee unable to perform the essential functions of his or her job;
  - any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on “covered active duty;”

**or**

- Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member’s spouse, son, daughter, parent, or next of kin (military caregiver leave).

Under certain conditions, FMLA leave may be taken intermittently, or the employee may work under a work schedule that is reduced by the number of hours of leave taken as family and medical leave. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and regulations, for any unpaid leave under the FMLA. FMLA leave is in addition to other paid time off available to an employee.

Appendix B is intended as a brief summary of your entitlements and responsibilities under the FMLA. For further information please contact the Personnel Department or visit the United States Department of Labor website at: <http://www.dol.gov/whd/fmla/>

## APPENDIX "C"

### NON-EXEMPT & EXEMPT PAY GRIDS

**Wage and Salary Grids effective January 1, 2021**

A12-2	Asst Custodian II	\$15.62	\$ 16.33	\$ 17.08	\$ 17.86	\$ 18.78					
A13	(Vacant)	\$15.76	\$ 16.44	\$ 17.20	\$ 18.03	\$ 18.85					
B21	Tech Clerk I	\$16.99	\$ 17.78	\$ 18.60	\$ 19.47	\$ 20.38					
B21	Admin Asst Sheriff	\$16.99	\$ 17.78	\$ 18.60	\$ 19.47	\$ 20.38					
B22	Office Support Specialist	\$17.69	\$ 18.52	\$ 19.36	\$ 20.29	\$ 21.19					
B22	Environmental Svc Clk	\$17.69	\$ 18.52	\$ 19.36	\$ 20.29	\$ 21.19					
B22	Teck Clerk II	\$17.69	\$ 18.52	\$ 19.36	\$ 20.29	\$ 21.19					
B22	Appraiser Trainee	\$17.69	\$ 18.52	\$ 19.36	\$ 20.29	\$ 21.19					
B22	Accounting Clerk - Hwy	\$17.69	\$ 18.52	\$ 19.36	\$ 20.29	\$ 21.19					
B22	Case Aide I - HS	\$17.69	\$ 18.52	\$ 19.36	\$ 20.29	\$ 21.19					
B22-2	Building Maintenance Specialist	\$17.69	\$ 18.52	\$ 19.36	\$ 20.29	\$ 21.19					
B23	Accounting Clerk - PH&HS	\$20.17	\$ 21.05	\$ 22.06	\$ 23.11	\$ 24.19					
B23	Chief Deputy Recorder	\$20.17	\$ 21.05	\$ 22.06	\$ 23.11	\$ 24.19					
B23	Collections Officer	\$20.17	\$ 21.05	\$ 22.06	\$ 23.11	\$ 24.19					
B23	Planning/Zoning Tech	\$20.17	\$ 21.05	\$ 22.06	\$ 23.11	\$ 24.19					
B23	Recycling Center Lead	\$20.17	\$ 21.05	\$ 22.06	\$ 23.11	\$ 24.19					
B23	Certified MN Appraiser	\$20.17	\$ 21.05	\$ 22.06	\$ 23.11	\$ 24.19					
B24	Certified MN Appraiser - Income	\$21.00	\$ 21.97	\$ 23.01	\$ 24.11	\$ 25.28					
B24	Eligibility Worker	\$21.00	\$ 21.97	\$ 23.01	\$ 24.11	\$ 25.28					
B24	Collections Officer	\$21.00	\$ 21.97	\$ 23.01	\$ 24.11	\$ 25.28					
B24	Child Support Officer	\$21.00	\$ 21.97	\$ 23.01	\$ 24.11	\$ 25.28					
B24	Environmental Specialist	\$21.00	\$ 21.97	\$ 23.01	\$ 24.11	\$ 25.28					
B24	Victim Services Coordinator	\$21.00	\$ 21.97	\$ 23.01	\$ 24.11	\$ 25.28					
B24-2	Asst. Surveyor	\$22.00	\$ 23.04	\$ 24.13	\$ 25.29	\$ 26.47					
B25	Solid Waste Coordinator	\$22.00	\$ 23.04	\$ 24.13	\$ 25.29	\$ 26.47					
B25	Accredited MN Appraiser	\$22.00	\$ 23.04	\$ 24.13	\$ 25.29	\$ 26.47					
C41	Social Worker	\$23.01	\$ 24.11	\$ 25.26	\$ 26.44	\$ 27.71					
C41	Social Worker (CPS)	\$23.01	\$ 24.11	\$ 25.26	\$ 26.44	\$ 27.71					
C41-2	Building Maintenance Foreman	\$23.01	\$ 24.11	\$ 25.26	\$ 26.44	\$ 27.71					
		Step 1 2080 Hours	Step 2 2080 Hours	Step 3 2080 Hours	Step 4 2080 Hours	Step 5 2080 Hours	Step 6 2080 Hours	Step 7 2080 Hours	Step 8 2080 Hours	Step 9 2080 Hours	
BANDING	POSITION										
Exempt Classifications											
C41	(Vacant)	\$23.98	\$ 24.92	\$ 25.80	\$ 26.73	\$ 27.64	\$28.56	\$29.51	\$30.50	\$31.53	
C42	Health Educator	\$25.28	\$ 26.25	\$ 27.30	\$ 28.32	\$ 29.35	\$30.14	\$31.37	\$32.43	\$33.54	
C42	WIC Peer Counselor Coordinator**	\$25.28	\$ 26.25	\$ 27.30	\$ 28.32	\$ 29.35	\$30.14	\$31.37	\$32.43	\$33.54	
C42	Lead Social Worker	\$25.28	\$ 26.25	\$ 27.30	\$ 28.32	\$ 29.35	\$30.14	\$31.37	\$32.43	\$33.54	
C43	Economic Development Coordinator	\$26.66	\$ 27.68	\$ 28.70	\$ 29.73	\$ 30.79	\$31.79	\$32.89	\$34.01	\$35.14	
C44	Emergency Mgmt. Coordinator	\$27.39	\$ 28.48	\$ 29.51	\$ 30.57	\$ 31.63	\$32.73	\$33.82	\$34.98	\$36.16	

**APPENDIX “D”**

**LETTER OF AGREEMENT  
RE: AFSCME EMPLOYEES SUBJECT TO  
RANDOM DRUG and ALCOHOL TESTING**

**WHEREAS**, the County of Houston (hereinafter, “County”) and Local Union #2166 of the American Federation of State, County and Municipal Employees, AFL-CIO, Council 65 (hereinafter, “Union”) are parties to a Collective Bargaining Agreement; and

**WHEREAS**, during the course of negotiations for the Collective Bargaining Agreement, Houston County’s Alcohol and Drug Policy (H C Policy No. 9.28) and its applicability to Union employees was discussed; and

**WHEREAS**, the County and the Union reached agreement regarding applicability of the policy;

**NOW, THEREFORE, BE IT RESOLVED, THAT**, the County and the Union agree that Union employees subject to random drug and alcohol testing under the County’s Alcohol and Drug Policy are limited to those individuals whose primary job responsibility is building maintenance duties; and

**BE IT FURTHER RESOLVED, THAT**, the County and the Union agree that no other Union employees are subject to random drug and alcohol testing under the County’s Alcohol and Drug Policy without further negotiations between the Parties.

**FOR THE COUNTY:**

**FOR THE UNION:**

*/S/*

*/S/*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX “D”

### MEMORANDUM OF UNDERSTANDING

Between

COUNTY OF HOUSTON

And

AFSCME COUNCIL 65

Children’s Services Lead Social Worker On-Call

**This Memorandum of Understanding** is entered into between the County of Houston (hereafter “County”) and AFSCME Council 65 (hereafter “Union”).

**WHEREAS**, the County and the Union are parties to a collective bargaining agreement;

**WHEREAS**, the County of Houston's Children’s Services Lead Social Worker rotates on-call duties as part of the position’s case load;

**WHEREAS**, Minn. Admin. R. 9560.0232, Subpart 1. Service availability, provides that *local agency shall ensure that child protective services are available on a 24 hour basis to respond to reports alleging imminent danger*; and

**WHEREAS**, Minn. Admin. R. 9560.0232, Subpart 3. *Staffing, provides that local agency shall have sufficient staff to perform its duties under parts 9560.0216 to 9560.0234 and shall assign individual responsibility for notifying law enforcement under part 9560.0216; and for the emergency placement of children.*

**NOW, THEREFORE**, the parties hereto agree as follows:

1. The County shall compensate the Children’s Services Lead Social Worker \$84.23 per payroll period effective September 4, 2017;
2. The on-call salary increase will be adjusted for increases or decreases in the number of on – call Child Protection Social Workers as this change would alter the on call rotation obligations of the Children’s Services Lead Social Worker;
3. This Memorandum of Understanding shall be effective September 5, 2017. In the event the Children’s Services Lead Social Worker no longer serves on-call duties or in the event, this Memorandum of Understanding shall expire;
4. This Memorandum of Understanding shall not constitute a precedent with regard to any subsequent negotiations or matters between the parties; and
5. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

SIGNATURE PAGE TO FOLLOW

**FOR THE UNION:**

/S/  
Mary Scoon, AFSCME Business Agent

Date: 10/11/17

/S/  
Diane Schultz, AFSCME Local President

Date: 10/11/17

**FOR THE COUNTY:**

/S/  
Jack Miller, Board Chair

Date: 10/17/17

/S/  
Theresa Arrick-Kruger, HR Director

Date: 10/17/17



**HOUSTON COUNTY  
AGENDA REQUEST FORM  
May 25, 2021**

**Date Submitted: May 18, 2021**

**By: Lucas Onstad**

**APPOINTMENT REQUEST**

- **CLOSED SESSION (Please assign time)**

**Closed session with the Board pursuant to MS 13D.05, subd.3(b)  
Attorney/Client privilege to discuss pending litigation regarding a tax  
court case.**

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

RESOLUTION NO. 21-24

**VIKING SNOWMOBILE TRAIL**

May 25, 2021

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Viking Ridge Riders agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Viking Snowmobile Trail for the 2021-2022 snowmobile season.

\*\*\*\*\*CERTIFICATION\*\*\*\*\*

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a session dated May 25, 2021.

WITNESS my hand and the seal of my office this 25<sup>th</sup> day of May, 2021.

---

Donna Trehus, County Auditor-Treasurer

RESOLUTION NO. 21-25

**GOPHERLAND SNOWMOBILE TRAIL**

May 25, 2021

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of Gopherland Trails and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Gopherland Trails agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Gopherland Trail for the 2021-2022 snowmobile season.

\*\*\*\*\*CERTIFICATION\*\*\*\*\*

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a session dated May 25, 2021.

WITNESS my hand and the seal of my office this 25th day of May, 2021.

---

Donna Trehus, County Auditor-Treasurer

RESOLUTION NO. 21-26

**HOUSTON MONEY CREEK SNOWMOBILE TRAIL**

May 25, 2021

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of Houston Money Creek Snowmobile Club and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the Houston Money Creek Snowmobile Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the Houston Money Creek Trail for the 2021-2022 snowmobile season.

\*\*\*\*\*CERTIFICATION\*\*\*\*\*

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a session dated May 25, 2021.

WITNESS my hand and the seal of my office this 25th day of May, 2021.

---

Donna Trehus, County Auditor-Treasurer

RESOLUTION NO. 21-27

**LA CRESCENT SNOWMOBILE TRAIL**

May 25, 2021

BE IT RESOLVED that the Board of County Commissioners, Houston County, Minnesota, approves the Maintenance and Grooming application of La Crescent Snowmobile Trail and authorizes the Board Chairperson to sign an agreement with the Department of Natural Resources.

WHEREAS, Houston County desires to establish a public trail in furtherance of its public recreation program, and

WHEREAS, the La Crescent Snowmobile Club agrees to act as an independent contractor to help and assist Houston County to acquire, construct, and maintain said trail, and is registered as a nonprofit corporation, and

WHEREAS, the State of Minnesota offers financial and technical assistance to Houston County for the construction of an approval trail.

NOW THEREFORE BE IT RESOLVED THAT the Board of County Commissioners, Houston County, Minnesota shall enter into agreement with the State of Minnesota, Department of Natural Resources, for financial and technical assistance in accordance with the laws, rules and regulations governing said assistance for the La Crescent Trail for the 2021-2022 snowmobile season.

\*\*\*\*\*CERTIFICATION\*\*\*\*\*

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, Houston County Auditor-Treasurer, do hereby certify that the above is a true and correct copy of a resolution adopted by the Houston County Board of Commissioners at a special session dated May 25, 2021.

WITNESS my hand and the seal of my office this 25th day of May, 2021.

---

Donna Trehus, County Auditor-Treasurer

**HOUSTON COUNTY  
AGENDA REQUEST FORM  
May 25, 2021**

**Date Submitted: 05/18/2021**

**By: Carol Lapham**

- **Request to approve issuance of county credit cards to Mary Betz and Amelia Meiners.**

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

**HOUSTON COUNTY'S  
CREDIT CARD POLICY  
EMPLOYEE ACKNOWLEDGMENT**

---

- I have received a copy of Credit Card Policy (Article 15 of the Houston County Accounting Manual) and understand its contents;
- I further understand that I am to abide by the policy and follow the guidelines contained therein; and
- I also understand that any failure to comply with this Policy may result in personal liability, disciplinary action, as well as the loss of the privilege to use the County's Credit Card.

Date: May 11, 2021

Employee Name: Mary B. Betz

Employee Signature: Mary B. Betz

Department: Houston County Recorder

**HOUSTON COUNTY'S  
CREDIT CARD POLICY  
EMPLOYEE ACKNOWLEDGMENT**

---

- I have received a copy of Credit Card Policy (Article 15 of the Houston County Accounting Manual) and understand its contents;
- I further understand that I am to abide by the policy and follow the guidelines contained therein; and
- I also understand that any failure to comply with this Policy may result in personal liability, disciplinary action, as well as the loss of the privilege to use the County's Credit Card.

Date: 5/13/21

Employee Name: Amelia Meiners  
(Print)

Employee Signature: Amelia Meiners

Department: Environmental Services



## Houston County Agenda Request Form

Date Submitted: May 18, 2021 Board Date: May 25, 2021

Person requesting appointment with County Board: Brian Pogodzinski

**Issue:**

Weiser Brothers has submitted change order requests #9 for the highway department building. The information is attached for your review.

**Attachments/Documentation for the Board's Review:**

COR#9 is attached.

**Justification:**

**Action Requested:**

Board approval needed to approve the various change orders.

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

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 # 9

**Project Name:** Houston County Highway Department Facility

**Job #** 220193

**Date:** 5/19/2021

**DESCRIPTION OF WORK TO BE DONE:**

To provide water resistant sectional door openers and controllers and water resistant EMG lighting. Additionally, we are requesting to deduct \$7,939.03 from allowances in the Labor Job and add to the Material job for purchase orders to be issued for structural foundation rebar.

	<b>Sub Quote</b>	<b>Labor Total</b>	<b>Tax Exempt Material Total</b>	<b>Material Total</b>	<b>Total Cost</b>
EMG Lighting - Kish & Sons			\$450.00		\$450.00
Water Resistant Overhead Door Equipment			2,042.48		\$2,042.48
Moving \$7,294.03 from Labor to .M for Fabric Structure Foundations		-\$7,294.03	\$7,294.03		\$0.00
					\$0.00
Moving \$645 from Labor to .M to Purchase Rebar		-\$645.00	\$645.00		\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Subtotal	\$0.00	-\$7,939.03	\$10,431.51	\$0.00	
					<b>Subtotal</b>
					\$2,492.48
					<b>Contractor's Fee</b>
					\$253.75
					<b>Total for Change Order</b>
					\$2,746.23

**Approval:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# Houston County

## Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

**Date Submitted:** May 20, 2021 for the May 25, 2021 Board Meeting

**Person requesting appointment with County Board:** Amelia Meiners

**Issue:**

Approval on the contract for Brothers Up North LLC to complete work on the Root River Japanese Hops project.

**Attachments/Documentation for the Board's Review:**

Contract

**Justification:**

The contract has been reviewed by Theresa Arrick-Kreuger and Sam Jandt.

**Action Requested:**

Seeking Board approval; will require a signature if approved.

### For County Use Only

**Reviewed by:**

<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)	

**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.



## HOUSTON COUNTY

### Professional/Technical Service Agreement COMMERCIAL PESTICIDE APPLICATION

This Professional/Technical Service agreement and supplements thereto ("CONTRACT"), is between the County of Houston, acting through its Board of Commissioners, (hereinafter "COUNTY"), and Brothers Up North LLC, a State of Minnesota Corporation, an independent contractor (hereinafter "CONTRACTOR").

**WHEREAS**, the State of Minnesota is in need of local units of government to take measures to implement and maintain noxious weed control programs,

**WHEREAS**, COUNTY received funding through a State of Minnesota Grant Agreement, through its Minnesota Department of Agriculture under Article 1, Section 2; Subdivision 2(j) of the 2017 Laws of Minnesota and Minnesota Statute 18.90,

**WHEREAS**, COUNTY pursuant to Minnesota Statutes Chapter 375, is empowered to procure from time to time certain professional services,

**WHEREAS**, COUNTY is in need for services for the control of Japanese hops along the Root River corridor,

**WHEREAS**, CONTRACTOR represents it is a duly qualified to perform licensed commercial pesticide applicator services and willing to perform the services set forth in this CONTRACT,

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this CONTRACT and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**I. TERM OF CONTRACT**

This CONTRACT shall be effective on May 25, 2021 or the date that all required signatures are obtained on the contract, whichever occurs later, and shall remain in effect until November 6, 2021, or until all obligations under the CONTRACT have been satisfactorily fulfilled, whichever occurs first unless terminated pursuant to the provisions set forth in clause V. The CONTRACTOR understands that no work should begin under this CONTRACT until all required signatures have been obtained and the CONTRACTOR is notified to begin work by COUNTY'S authorized representative.

**II. CONTRACTOR'S SCOPE OF WORK RESPONSIBILITIES**

The CONTRACTOR agrees to assume the responsibilities and perform the work product deliverables, set forth in the *Scope of the Work* requirements which are to be completed as

part of the Japanese Hops eradication project along the Root River in Houston County, Minnesota, attached as Exhibit A.

The CONTRACT acknowledges this project is funded pursuant to a State of Minnesota grant and agrees to comply with all applicable provisions of the State of Minnesota Grant Agreement SWIFT Contract Number 189946/ PO# 3000038283 in the performance of the CONTRACTOR's scope of work set forth herein. See Exhibit B.

### III. CONSIDERATION AND TERMS OF PAYMENT

#### A. Compensation

As compensation for the Services furnished by CONTRACTOR, COUNTY shall pay CONTRACTOR up to **FIVE THOUSAND dollars and no/100 (\$5,000.00)**.

#### C. Terms of Payment

1. COUNTY agrees to pay CONTRACTOR payments after the Project Partners have inspected and approved the work completed by the CONTRACTOR and after all daily herbicide application datasheets are received by COUNTY and upon the CONTRACTOR'S presentation of an invoice.
2. The CONTRACTOR shall not receive payment for work found by COUNTY to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation.

### IV. AUTHORIZED REPRESENTATIVES

All official notifications, including but not limited to, cancellation of this CONTRACT must be sent to the other party's authorized representative.

#### A. COUNTY's authorized representative for the purpose of administration of this CONTRACT is:

Name: Amelia Meiners  
Address: 304 South Marshall Street  
Caledonia, MN 55921  
Telephone: (507) 725-5800  
E-Mail: [amelia.meiners@co.houston.mn.us](mailto:amelia.meiners@co.houston.mn.us)

Such representative shall have final authority for acceptance of the CONTRACTOR'S Services and, if such Services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

#### B. The CONTRACTOR'S authorized representative for the purpose of administration of this CONTRACT is:

Name: Nathan Dietzenbach  
Address: 2655 Erin Ln NE Rochester, MN 55906  
Telephone: (704) 616-5311  
E-Mail: [brothersupnorth@gmail.com](mailto:brothersupnorth@gmail.com)

**V. TERMINATION**

**A. Contingency/Unavailability of Funding -**

This CONTRACT is subject to the availability and provision of funding from the State of Minnesota acting through the Department of Agriculture, or other funding sources. COUNTY may immediately cancel the contract, or a portion of the services to be provided under the contract, if the funding for the services is no longer available to COUNTY. Upon receipt of COUNTY'S notice of cancellation of the contract, or of a portion of the services to be provided under the CONTRACT, the CONTRACTOR shall take all actions necessary to discontinue further commitments of funds to the extent they relate to the CONTRACT or the portions of the CONTRACT for which funding has become unavailable.

B. Notwithstanding paragraph V.(A). above, this CONTRACT may be terminated by COUNTY or CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a termination, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or Services satisfactorily performed.

**VI. ASSIGNMENT**

This CONTRACT may not be assigned by either party without the prior written consent of the other party; provided, that CONTRACTOR may assign this CONTRACT without the prior written consent of the other party to any CONTRACTOR affiliate or other entity that controls, is controlled by or is under common control with CONTRACTOR. Any purported assignment in violation of this clause is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this CONTRACT by its assignee.

**VII. LIABILITY**

CONTRACTOR'S employees and agents at all time remain under the direction and supervision of CONTRACTOR. COUNTY employees shall at all times remain under the direction and supervision of COUNTY. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this CONTRACT. Nothing contained in this paragraph, however, shall be construed to release the CONTRACTOR from liability for failure to properly perform duties and responsibilities assumed by CONTRACTOR under this CONTRACT.

**VIII. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that the relationship between the parties is that of independent contractors. Neither party is the agent, employee, or servant of the other. Except as specifically set forth herein, neither party shall have nor exercise any control or direction over the methods by which the other party performs work or obligations under this CONTRACT. Further, nothing in this CONTRACT is intended to create any partnership, joint venture, lease, or equity relationship, expressly or by implication, between the parties. Each party acknowledges that the other party will not withhold from any amounts paid pursuant to this CONTRACT any sums for the payment of federal or state income taxes, FICA, FUTA or SUTA. Each party shall have sole responsibility for the reporting and payment of these taxes for its own respective employees. In the event that the Internal Revenue Service or any other party should question the independent contractor status of the parties, each party hereto agrees that the other shall have the right to participate, at its own cost, in any discussions or negotiations regarding such status.

**IX. INSURANCE REQUIREMENTS**

CONTRACTOR agrees that at all times during the term of this CONTRACT to maintain:

- Comprehensive General Liability - \$1.5 million minimum per occurrence
- Excess Liability Coverage - \$3 million over the general and automobile coverage.
- Auto Liability: \$1.5 million combined single limit
- Workers Compensation as required by Minnesota Statutes

The COUNTY of Houston shall be listed as an additionally named insured on the above policies by the CONTRACTOR prior to the execution of this CONTRACT. Additionally, CONTRACTOR agrees to maintain the above required insurance and shall provide the COUNTY with thirty (30) days written notice of any proposed changes prior to the cancellation, non-renewal or material changes. An ACORD Certificate of Liability Insurance for the above listed coverage shall be supplied to COUNTY by CONTRACTOR for each calendar year covered by the term of this CONTRACT. See Exhibit C.

**X. FORCE MAJEURE EVENT**

In no event will either party be liable for failure to perform hereunder due to contingencies beyond the party's reasonable control.

**XI. WORKERS' COMPENSATION**

The CONTRACTOR certifies it is in compliance with Minnesota Statute §176.181, Subd. 2 pertaining to Workers' Compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered COUNTY employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission

on the part of these employees or agents are in no way COUNTY'S obligation or responsibility.

**XII. PUBLICITY**

Neither party shall use the names or trademarks of the other party or any of the other party's affiliated entities in any advertising, publicity, endorsement, or promotion unless the other party has provided prior written consent for the particular use contemplated. The terms of this section shall survive the termination, expiration, non-renewal, or rescission of this CONTRACT.

**XIII. DATA DISCLOSURE**

The CONTRACTOR is required by Minnesota Statute §270C.65 to provide either a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. This CONTRACT will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the CONTRACT and the payment of state obligations.

**XIV. GOVERNMENT DATA PRACTICES ACT**

The CONTRACTOR and COUNTY must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as it applies to all data provided by COUNTY in accordance with this CONTRACT, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the CONTRACTOR in accordance with this CONTRACT. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the CONTRACTOR or COUNTY.

In the event the CONTRACTOR receives a request to release the data referred to in this clause, the CONTRACTOR must immediately notify COUNTY. COUNTY will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

**XV. ANTITRUST**

The CONTRACTOR hereby assigns to the COUNTY any and all claims for overcharges as to goods or services provided in connection with this CONTRACT resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

**XVI. JURISDICTION**

This CONTRACT, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota.



**XVII. AMENDMENTS**

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

**XVIII. AUDITS**

Under Minn. Stat. § 16C.05, Subd. 5, the CONTRACTOR'S books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this CONTRACT shall be subject to examination by COUNTY and the Office of the State Auditor, as appropriate for a minimum of six (6) years from the end date of the CONTRACT.

**XIX. SURVIVAL OF TERMS**

The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; XII., Publicity; XIII., Data Disclosure; XIV., Government Data Practices Act; XVI., Jurisdiction; and XIII., Audits.

**XX. MISCELLANEOUS**

A. It is not the purpose of this CONTRACT or the intent of the parties to induce or encourage the referral of patients, and there is no requirement under this CONTRACT or under any other CONTRACT between the parties that COUNTY refer patients to CONTRACTOR for products or services. No payment made under this CONTRACT is made in return for the referral of patients, or is made in return for the purchasing, leasing, or ordering of any products or services.

B. Non-Exclusivity. No part of this CONTRACT shall be construed as limiting either party from contracting with another person(s) or entity for the same or similar Services covered under this CONTRACT.

C. Severability. In the event any provision of this CONTRACT is held to be invalid or unenforceable, the remainder of this CONTRACT shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the CONTRACT, to the extent that the absence of the invalid or unenforceable provision does not materially affect the purpose of the CONTRACT.

D. Waiver. The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this CONTRACT. The waiver by either party of any breach of any provision of this CONTRACT shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this CONTRACT may be waived except by the further written agreement of the parties.

- E. Compliance with Laws and Regulations. Both parties shall render all Services herein in accordance with applicable federal, state and local laws and regulations relative thereto.
- F. Entire CONTRACT. This CONTRACT constitutes the entire CONTRACT between the parties with respect to its subject matter and supersedes all past and contemporaneous agreements, promises, and understanding, whether oral or written, between the parties.
- G. Binding Effect. This CONTRACT shall be binding upon and inure to the benefit of the parties, their heirs, legal representatives, successors and assigns.
- H. Counterparts. This CONTRACT may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

***THIS SPACE INTENTIONALLY LEFT BLANK***

***SIGNATURE PAGE FOLLOWS***

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

**APPROVED:**

**CONTRACTOR:**

By: (authorized signature)
Title:
Date: May       , 2021

**HOUSTON COUNTY**

By: (authorized signature)
Robert Burns
Title: Board Chair
Date: May 25, 2021

By: (authorized signature)
Amelia Meiners
Title: Interim Environmental Services Director
Date: May 25, 2021

**APPROVED AS TO FORM AND EXECUTION:**

By: (authorized signature )
Samuel Jandt
Title: Houston County Attorney
Date: May       , 2021

**Exhibit A:**

**General Requirements for Japanese Hops**

**Eradication Specifications for the Root River**

**Project Location:** Houston County, Root River

**Project Lead:** Amelia Meiners

Houston County Environmental Services

304 S. Marshall St., Room 209

Caledonia, MN 55921

(507) 725-5800

[Amelia.meiners@co.houston.mn.us](mailto:Amelia.meiners@co.houston.mn.us)

**Project Partners:** Christina Basch

MN Dept. of Ag

625 Robert St. N

St. Paul, MN 55155

(507) 649-1949

[Christina.basch@state.mn.us](mailto:Christina.basch@state.mn.us)

**Project:** Treatment of Japanese Hops along the banks of the Root River

**Project Description:** Houston County, in cooperation with the MN Departments of Natural Resources (DNR) and Agriculture (MDA), is seeking qualified Contractors to submit a bid for conducting Japanese hops (*Humulus japonicus*) herbicide treatment on the banks of the Root River from the Fillmore/Houston County (near Rushford, MN) to the confluence with the Mississippi River, approximately 32 river miles.

Japanese hops is an herbaceous annual vine that can grow up to 35 feet in a single growing season. The vines twine to climb adjacent vegetation and structures, and sprawl across open ground to form dense mats that can be several feet deep. Japanese hops is a prohibited noxious weed on the State eradicate list, which means all the above and below ground parts of the plant must be destroyed. As such, Houston County is trying to eradicate Japanese hops from the Houston County portion of the Root River corridor. Project partners have identified the furthest

upstream population of Japanese hops on the Root River, which occurs in Preston, MN. Hops is found on both sides of the banks along the Root River from Rushford, MN to the Mississippi River, which is 32 river miles.

**Project Roles:** The funding unit for this project is Houston County, with Amelia Meiners as the Project Lead who will handle setting up the contract and paying invoices. The Project Partner, Christina Basch of MDA, will serve as the technical experts for the project. Her role is to address questions the Contractor may have regarding implementation of the project. They will also be the ones who check the Contractor's work before an invoice is paid.

**Project timing:** This project may begin as soon as Japanese hops is visible and has enough foliage exposed to allow for adequate foliar treatment. Actual start time will be based on weather and how fast the hops sprouts and starts growing, but an estimated start time is mid-May. The successful Contractor cannot start foliar treatment of hops prior to mid-May without prior approval by the Project Partners. Project progression can occur intermittently, and likely will have to if weather conditions for herbicide application are unfavorable.

The Root River is highly used for recreational purposes. During the summer, river activity by canoes, inner tubes, and small motorboats is significant and may create challenges for the Contractor. Ideally, herbicide application would occur during weekdays, rather than on weekends. However, it may be necessary to conduct the project on weekends and that is allowed for this project.

The Contractor must keep in mind river levels as the season progresses. Low water conditions can occur in July and August, making travel by boat challenging. The Contractor must plan project implementation such that river navigation is taken into consideration at different times of the year.

**Equipment:** The Contractor must have a small, flat-bottomed Jon boat, or equivalent, that can navigate varying water levels and current on the Root River. This boat must be stable enough to have a tank with water and herbicide on board. In addition to a Jon boat, the Contractor must have a sprayer with a hose attachment and wand that will allow close treatment of hops on the river banks and on top of the banks. A minimum of a 50' hose attachment is recommended. Close treatment is necessary to reduce overspray and drift. Thorough hops treatment will require a person to get out of the boat and treat on top of the bank from land. Backpack sprayers may be desired for on-land treatment, but that is the Contractor's discretion. However, it is expected that the sprayer(s) will get out of the boat to treat hops further up the bank and onto adjacent land. Contractor must have all required personal protective equipment for conducting herbicide application and boat safety.

**Invasive Species Prevention:** Houston County requires active steps be taken by Contractors to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site. Cleaning should include removal of seeds, vegetation, and soil from equipment and attachments. The Project Lead realizes it is impossible to eliminate all debris from equipment; however, the Contractor must make a concerted effort to remove as much debris and soil as possible. Cleaning can be done

with a pressure washer, compressed air, leaf blower, broom, etc. If the equipment, vehicles, boat, sprayers, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, the Contractor may be required to remove all equipment from the site for adequate cleaning, or the Contractor may be required to clean all equipment, vehicles, boats, sprayers, and gear at a staging area before entering the project area. If the latter is required, the Contractor must dispose of material cleaned from equipment and clothing at a location determined by the Project Partners. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

**Site Access:** Site access is in multiple locations for boat landings on the Root River. A river map will be provided to the Contractor showing river miles, boat landings and other landmarks for navigating on the Root River. The boat landings on the Root River are lower maintenance accesses that have no paved ramps for launching a boat. However, most landings can accommodate a truck with boat on a trailer for loading and unloading.

All properties having Japanese hops on them are accessible primarily by river. While some sites may be accessible via land by going through private property, no arrangements have been made for this type of access. If a Contractor wishes to pursue land access, that is on his/her own time and cannot be billed as part of this project.

**Bidding requirements:** Bids will be taken on a per river mile basis, with a summary bid for each of three river stretches. There are 32 river miles occurring in Houston County. For the purposes of project management and benchmarks, the river will be broken into three stretches. The stretches are as follows:

1. Stretch 1 is from the county line near Rushford, at river mile 32, to the State 76 access, near river mile 18.6, by Houston. There is not an access at the county line, so the Contractor will have to travel downstream from the access just west of Rushford. This stretch consists of 13.4 miles.
2. Stretch 2 is from river mile 18.6 at the 76 bridge to the Hokah access around river mile 6.6. This stretch consists of 12.0 river miles.
3. Stretch 3 is from the Hokah access to the confluence of the Mississippi. This consists of 6.6 miles. Depending upon fuel needs there are DNR ramps in both Brownsville and La Crescent.

A Contractor must submit a bid for the cost to treat both banks per river mile. The bid must also total the river mile costs per stretch. Ideally, we would treat the entire 32 miles of river occurring in Houston County, but it is possible that bids will be higher than the funding available for the entire project. In that case, the overall project footprint will be reduced to meet available project funds.

The Contractor will not be paid for transportation to and from the project site, for idle time, for down time due to equipment problems, and for time cleaning equipment before entering the site and after the project is completed. These costs should be incorporated into the per river mile rate.

Bid will be awarded to one Contractor.

**Invoices:** Invoices may be submitted upon completion of each identified river stretch. In the event that there is not enough funding to cover an entire stretch, an invoice can be submitted upon completion of the number of river miles agreed upon once the bid is awarded. Project work must be inspected by Project Partners before payment will be released. Daily herbicide application records must be submitted with an invoice before payment will be released.

Because this project involves herbicide application, a minimum of one week must elapse from the treatment date to the inspection date before an invoice is paid. This timing should allow for adequate die down of the target vegetation so that the Project Partners can inspect the quality and impact of the herbicide application. This is an estimated timeframe and may extend beyond a week if the Project Partners do not see significant die down upon initial inspection. The Contractor may be asked to retreat missed areas before an invoice is paid.

**Herbicide Application:** The Contractor, and all employees working on this project, must have a valid Minnesota Commercial Applicator's license showing certification in categories A and F. Copies of valid licenses must be provided to the Project Lead before work may begin. **If not currently licensed, the appropriate pesticide applicator's licenses must be obtained by June 15, 2021. Houston County will not cover the cost to obtain that license.**

The Contractor must use an aquatic non-glyphosate herbicide for Japanese hops treatment such as Vastlan. The application rate must be a minimum of a 1 or 2% solution. A low volume sprayer must be used for this application rate. In addition to herbicide, the Contractor must also use a non-ionic surfactant, at a mixing rate of 1oz surfactant per 1 gallon of water. Surfactant application rate must not exceed 5% of the total solution. An aquatic version of triclopyr was chosen to minimize potential drift impact to agricultural crops, such as corn and soybeans. If the Contractor wishes to use a different herbicide or a different application rate, permission must be granted in writing by the Project Partners.

The Contractor shall add dye to the herbicide mixture so that coverage is visible by the applicator, and also the public. The dye shall be non-toxic to fish, amphibians, and reptiles. The Project Partners understand that dye may not be readily visible once dried.

The Contractor will apply the herbicide mixture at a rate that achieves coverage of foliage, but not to the point of runoff.

The Contractor must be aware of the rainfast times for the specific product being used. Herbicide application must not occur within the rainfast time prior to rainy weather. This means if the herbicide product takes two hours to dry and light rain is predicted to occur in less than two hours, no herbicide application should occur. In the event that rain does occur within the rainfast period for the product, the Contractor may be required to reapply herbicide. If this happens, reapplication is at the time and expense of the Contractor.

The Contractor must keep track of daily herbicide application rates and amounts. An application treatment data sheet is provided in this solicitation and is recommended for recording data. However, a Contractor may use his/her own datasheet, but must include the following information:

target species, application date, site name, county, applicator(s) name, start and end times of treatment, number of river miles treated, temperature at start and end of treatment, wind speed at start and end of treatment, treatment method and equipment, herbicide name, mixture amount (how much herbicide mixed per gallon carrier), carrier, total amount of herbicide used that day. Application records must be submitted with an invoice before payment will be released.

The Contractor may refill tank with river water. The Contractor **MUST** use a bucket to refill the tank, and it is recommended the Contractor use a two-method system for straining debris from the water, to prevent damage to pump, i.e. screen and cotton material. The Contractor is **NOT** allowed to use a syphon hose for refilling tank. If Contractor has another method for refilling tank, permission must be granted in writing by the Project Partners.

Neither Houston County, nor the State of Minnesota, is liable for damage caused to crops, or other real property, due to spray drift, improper herbicide application, or herbicide spills.

**Contractor Requirements:** Contractors must meet the following requirements in order to be considered for this project.

1. The Contractor must have completed a minimum of one aquatic herbicide application project that involved applying herbicide from a boat. The name, location, and brief description of the project along with a reference contact name and phone number must be submitted with the bid. Houston County reserves the right to reject a bidder based on lack of reference(s), or poor reference(s).
2. The Contractor, and employees, must be able to identify the target species, Japanese hops, and differentiate it from native look-alikes.
3. The Contractor must have a valid Minnesota Commercial Pesticide Applicator's License, showing certification in Category A and endorsement F for aquatic herbicide application. A copy of a valid MN license for all employees providing herbicide application must be submitted with the bid.
4. The Contractor must be able to keep daily records of herbicide application as described in this solicitation, and preferably using the form provided.

The Contractor may not contract with third parties for the performance of any obligations under this solicitation without written approval from the Project Partners.

**Scope of Work:** The project included in this bid solicitation involves eradication of Japanese hops from the banks of the Root River in Houston County. Japanese hops occurs on both banks of the Root River and on land adjacent to the river banks. While the density of hops along the river varies, it is present from the Fillmore/Houston County line to its confluence with the Mississippi River. Project Partners conducted an assessment of the Japanese hops along the Root River in 2017. A map showing the entire 32 miles is included below. Japanese hops is relatively easy to kill, but seed stays viable in the soil for at least three years. Thus, any stretch shown not to have hops in 2017 likely will have new hops occurring in 2018. As a result, the Contractor must start the project just east of Rushford, beginning at river mile 32. The Contractor should make note of stretches that don't have hops as proof of evaluation by taking GPS points at the beginning and end of the stretch evaluated.



Maps showing Japanese hops density along the banks of the Root River from the Fillmore County line to the confluence of the Mississippi. The following maps have been taken from EDDMaps and so the red dots indicate positive identifications and the yellow dots indicate areas that have been treated.



The river has been divided into three stretches for bidding and project management purposes. The stretches are as follows:

1. Stretch 1 is from the county line near Rushford, at river mile 32, to the State 76 access, near river mile 18.6, by Houston. There is not an access at the county line, so the Contractor will have to travel downstream from the access just west of Rushford. This stretch consists of 13.4 miles.
2. Stretch 2 is from river mile 18.6 at the 76 bridge to the Hokah access around river mile 6.6. This stretch consists of 12.0 river miles.
3. Stretch 3 is from the Hokah access to the confluence of the Mississippi. This consists of 6.6 miles. Depending upon fuel needs there are DNR ramps in both Brownsville and La Crescent.

A Root River map will be provided to the Contractor prior to starting the project. This map has the river miles indicated along with boat accesses, other amenities, and hazards.

There is Japanese hops around the parking lot for the Hwy 16 boat access as well as at the Rushford boat access parking lot. The Contractor does NOT need to treat Japanese hops that occurs around these parking areas. The Contractor is expected to focus treatment on the river banks and up on top of the banks – these are sites most easily accessed by boat. Hops occurring along the Root River Trail and boat access parking lots will be treated by a land-based crew.

### **Root River Stretch 1: River mile 32 to 18.6, for a total of 13.4 miles**



The Contractor must start at river mile 32. There is a boat access at river mile ##, west of Rushford, as indicated on the above map. The Contractor must treat Japanese hops on both banks and on land adjacent to the banks, which will require getting out of the boat and checking to make sure all the hops is treated. This stretch follows the entire Main Branch of the Root River, and goes to river mile 18.6. The take out point is the Hwy 76 boat access

This stretch will require two treatment applications. One application should occur in mid-May to early June when plants are just emerging, but have grown enough to allow for adequate foliar herbicide application. If plants are not fully emerged, there will not be enough leaf surface area to allow for good control/kill with herbicide.

The second hops treatment should occur a minimum of one month after the initial treatment. The goal with the second treatment is to hit any missed areas, and also any new growth. This timeframe may be altered if new growth occurs more rapidly than one month, but that will be determined by Project Partners.

**\*\*Japanese hops starts flowering in mid to late summer. Thus, all treatments must be conducted before flowering is completed and seed starts to develop. We don't want any hops plants going to seed.**

Suggested treatment timing:

1. First application in mid-May to early June.
2. Second application in early to mid-July.

## **Root River Stretch 2: River mile 18.6 to mile 6.6, for a total of 12 miles**



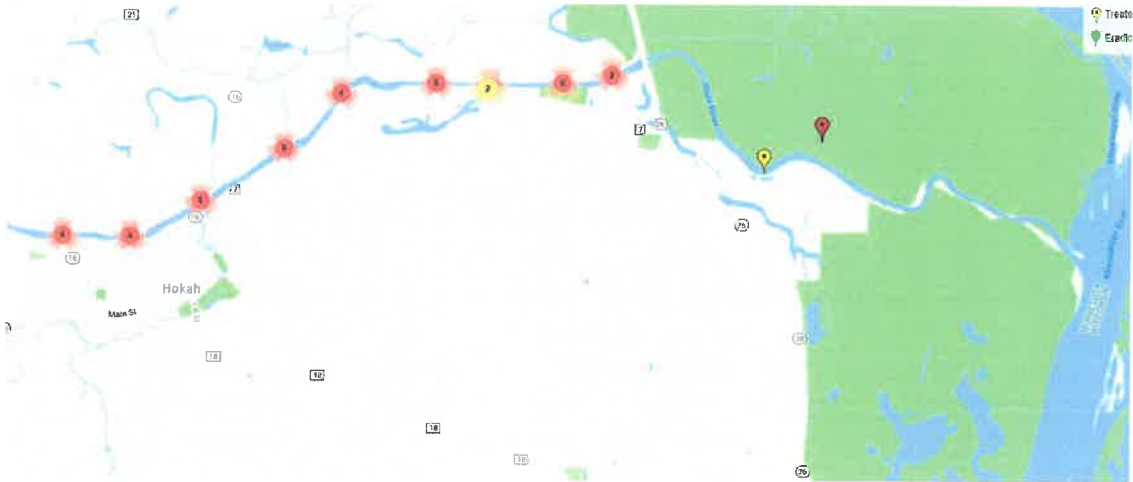
This stretch begins at the Hwy 76 boat access, which is just upstream of river mile 18. The Contractor must treat Japanese hops on both banks and on land adjacent to the banks, which will require getting out of the boat and checking to make sure all the hops is treated. This stretch follows the Main Branch of the Root River, to the Hokah access at river mile 6.6.

If costs allow, this stretch would also be treated twice in the season following the same protocol as for Stretch 1. However, in anticipation that there will not be enough funds, or time to conduct two treatments on Stretch 1, these specifications provide guidelines for one application. Determination if one or two treatments will be possible for this stretch will occur once bids come in and available funding is evaluated.

For a single herbicide application, the Contractor should apply herbicide to Japanese hops in mid-July. The goal with a later initial application is to hit the hops just prior to flowering. This will allow for the vines to die back and not go to seed. It will also be late enough in the season that new growth will not have enough time to develop viable seed. Thus, the ultimate goal with one application is to kill existing plants and prevent any new seed from being deposited.

Suggested treatment timing: mid to late July.

### **Root River Stretch 3: River mile 6.6 to mile 0, for a total of 6.6 miles**



This stretch begins at the Hokah boat access, which is river mile 6.6. The Contractor must treat Japanese hops on both banks and on land adjacent to the banks, which will require getting out of the boat and checking to make sure all the hops is treated. This stretch follows the Main Branch of the Root River, from the Hokah access at river mile 6.6, to its confluence with the Mississippi River. There is only a carry-in boat access on the Root River near the confluence. However, there are DNR landings in La Crescent and Brownsville on the Mississippi River if you believe it's feasible to use those. Otherwise, it is suggested that the Contractor travel back upstream to the Hokah boat access for loading.

If costs allow, this stretch would also be treated twice in the season following the same protocol as for Stretch 1. However, in anticipation that there will not be enough funds, or time to conduct two treatments on Stretch 1, these specifications provide guidelines for one application. Determination if one or two treatments will be possible for this stretch will occur once bids come in and available funding is evaluated.

For a single herbicide application, the Contractor should apply herbicide to Japanese hops in mid to late-July. The goal with a later initial application is to hit the hops just prior to flowering. This will allow for the vines to die back and not go to seed. It will also be late enough in the season that new growth will not have enough time to develop viable seed. Thus, the ultimate goal with one application is to kill existing plants and prevent any new seed from being deposited.

Suggested treatment timing: mid to late July.



### Description of Japanese hops



- Japanese hops are herbaceous annual vines that can grow up to 35 feet in a single growing season. They twine to climb adjacent vegetation and structures and sprawl across open ground to form dense mats several feet deep.
- Leaves have toothed edges and 5-7 lobes arranged palmately. They are opposite and approximately 2-6 inches long. Stems and leaves have hooked hairs. There are distinct bracts where the leaf petioles attach to the stem.
- There are separate male and female plants. Both are greenish and produce flowers with five petals. Male flowers are arranged in airy cone-shaped clusters (panicles). Female flowers are arranged in short spikes. Japanese hops flowers in mid-late summer followed by seed production.
- Common hops (*H. lupulus*) is similar but has more rounded leaves with 0-5 lobes and is perennial. Sometimes bur cucumber (*Sicyos angulatus*) and wild cucumber (*Echinocystis lobata*) are mistaken for Japanese hops, but can be distinguished because they do not have hooked, downward-pointing hairs on the leaves and stems and have tendrils on the stem. Woodbine (*Parthenocissus vitacea*) and Virginia Creeper (*P. quinquefolia*) can be differentiated from J. hops in that J. hops

does not produce berries like woodbine and V. creeper, and J. hops leaves are simple and not alternate and palmately compound like woodbine and V. creeper.

- For more information on identification, please see University of Wisconsin Extension's helpful YouTube video [Japanese Hop, identification of the Wisconsin invasive species Humulus japonicus](#).


- Photos of Japanese hops can be viewed at the following website:

<http://www.mda.state.mn.us/plants/pestmanagement/weedcontrol/noxiouslist/japanesehops.as>



**Exhibit B:****State of Minnesota Grant Agreement****SWIFT Contract Number 189946 / PO# 3000038283****STATE OF MINNESOTA  
ENCUMBRANCE WORKSHEET**

*\*Please, allow 5 - 7 business days for F&B processing. For RUSH requests, complete boxes above. You will be notified of any unusual delay if unavoidable circumstances arise. Thank you.*

ORG: 112		SWIFT CONTRACT NO: 189946	
TYPE: GRANT		PO NUMBER: 3000038283	
MDA PREPARER/CONTACT & PHONE NUMBER (INITIAL BY NAME) EMILIE JUSTEN, 651-201-6360		DS 	
Date Funding String & contract template were reviewed and approved by Division's Senior Accounting Officer			
AGENCY: B0401	FISCAL YEAR: 2021	SWIFT VENDOR NUMBER: 0000197295	
TOTAL AMOUNT: \$ 5,000	CATEGORY CODE: 84101501	SWIFT VENDOR LOCATION: 1	
	ACCOUNT CODE: 441322	SWIFT VENDOR ADDRESS: 1	
LAWS OF: MN Statutes 41A.12			

ACCOUNTING DISTRIBUTION	ACCOUNTING DISTRIBUTION	ACCOUNTING DISTRIBUTION
FISCAL YEAR: 2021	FISCAL YEAR:	FISCAL YEAR:
FUND: 2050	FUND:	FUND:
DEPT ID: B0431222	DEPT ID:	DEPT ID:
APPROP ID: B042T22	APPROP ID:	APPROP ID:
PC BUS UNIT:	PC BUS UNIT:	PC BUS UNIT:
PROJECT ID:	PROJECT ID:	PROJECT ID:
ACTIVITY:	ACTIVITY:	ACTIVITY:
SOURCE:	SOURCE:	SOURCE:
AMOUNT: \$5,000	AMOUNT:	AMOUNT:

CONTRACT START DATE 02/25/2021CONTRACT END DATE 12/31/2021CONTRACT NAME & ADDRESS Houston County – Amelia Meiners304 S. Marshall St. Room 209Caledonia, MN 55921

F&amp;B ONLY BELOW THIS LINE

CHECKLIST: BUDGET CHECKED	FAIL: _____ PASS: _____	P/T OVER \$25,000 EVALUATION PRINTED FOR FILE
RECORDED ON BUYER'S SS: _____	DOCUSIGN: _____	

OK TO DISPATCH NO: \_\_\_\_\_ YES: \_\_\_\_\_ 21 DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_



NOTES:

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OK TO CLOSE: DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_

## STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Agriculture ("STATE") and Houston County, Amelia Meiners, 304 S. Marshall St, Room 209, Caledonia, MN 55921 ("GRANTEE").

### Recitals

1. Under Minn. Stat. M.L. 2019, First Special Session, Chp. 4, Art. 2, Sec. 2, Subd. 6c and Minnesota Statute 18.90 the State is empowered to enter into this grant contract agreement.
2. The State is in need of local units of government to take measures to implement and maintain noxious weed control programs within their jurisdictions.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

### Grant Contract Agreement

#### 1 Term of Grant Contract Agreement

##### 1.1 *Effective date:*

February 25, 2021 Per [Minn. Stat.§16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

##### 1.2 *Expiration date:*

December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

##### 1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

#### 2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).

- Perform the duties specified in Appendix A which is attached and incorporated into this grant contract agreement.
- Supply the State with receipts, paid invoices, payroll records, processed/cancelled check or other proof of payment relating to all duties listed in Appendix A for on or after February 25, 2021 and on or before the expiration date. Only expenses incurred during this period are eligible for reimbursement. Failure to complete all duties as listed in Appendix A OR submission of receipts, accurately proving payment dates WILL disqualify Grantee from final distribution of grant funds for this contract's effective date and WILL require the Grantee to reimburse the State for any grant funds provided up-front. Grantee also agrees that funds are only spent in accordance with this grant agreement.

#### 3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

#### 4 Consideration and Payment

**4.1 Consideration.**

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

**(a) Compensation**

The Grantee will be paid \$5,000, upon completion of all duties and proof that work was performed to the State's satisfaction as outlined in Appendix A, which is incorporated into this agreement and made part of this contract.

**(b) Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$0, provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

**(c) Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$5,000.

**4.2 Payment****(a) Invoices**

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: All related documents must be received by 12/31/2021. Final payment to the subrecipient will be paid when the State's Authorized Representative determines that the grantee has satisfactorily fulfilled all the terms of this agreement. If the State's Authorized Representative determines that the grantee has used funds distributed up-front inappropriately, the grantee WILL reimburse the State for those expenses.

**(b) Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

**4.3 Contracting and Bidding Requirements**

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

**(a)** For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

**(b)** The grantee must not contract with vendors who are suspended or debarred in MN:  
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

**5 Conditions of Payment**

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

**6 Authorized Representative**

The State's Authorized Representative is Emilie Justen, Noxious Weed Law Coordinator, 625 Robert ST. N, St. Paul, MN 55155, 651-201-6360, [emilie.justen@state.mn.us](mailto:emilie.justen@state.mn.us), or his/her successor, and has the

responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Amelia Meiners, Houston County, 304 S. Marshall St, Room 209, Caledonia, MN 55921, 507-725-5800, [amelia.meiners@co.houston.mn.us](mailto:amelia.meiners@co.houston.mn.us). If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

## **7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete**

### **7.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

### **7.2 Amendments**

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

### **7.3 Waiver**

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

### **7.4 Grant Contract Agreement Complete**

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

## **9 State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

## 10.2 *Intellectual Property Rights*

### - Joint of Ownership of Intellectual Property Rights

A. INTELLECTUAL PROPERTY RIGHTS: All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the WORKS and DOCUMENTS, shall be jointly owned by the GRANTEE and the STATE. WORKS shall mean all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "DOCUMENTS" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this Contract. The ownership interests of the STATE and the GRANTEE in the WORKS and DOCUMENTS shall equal the ratio of each party's contributions to the total costs described in the Budget of this Contract, except that the STATE's ownership interest in the WORKS and DOCUMENTS shall not be less than fifty percent (50%). The party's ownership interest in the WORKS and DOCUMENTS shall not be reduced by any royalties or revenues received from the sale of the products or licensing or other activities arising from the use of the WORKS and DOCUMENTS. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the WORKS and DOCUMENTS.

B. OBLIGATIONS:

1. NOTIFICATION: Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and contractors, in the performance of this Contract, the GRANTEE shall immediately give the STATE's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the GRANTEE and the STATE, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the STATE.

2. REPRESENTATION: The GRANTEE shall perform all acts, and take all steps necessary to ensure that all intellectual property rights in the WORKS and DOCUMENTS are the sole property of the STATE, and that no GRANTEE employee, agent, or contractor retains any interest in and to the WORKS and DOCUMENTS. The GRANTEE represents and warrants that the WORKS and DOCUMENTS do not and shall not infringe upon any intellectual property rights of others.

The GRANTEE shall indemnify, defend, and hold harmless the STATE, at the GRANTEE's expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the WORKS or DOCUMENTS infringe upon the intellectual property rights of others. The GRANTEE shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE's or the STATE's opinion is likely to arise, the GRANTEE shall, at the STATE's discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or to replace or modify the allegedly infringing WORKS or DOCUMENTS as necessary and appropriate to obviate the claim. This remedy of the STATE shall be in addition to and not exclusive of other remedies provided by law.



- C. USES OF THE WORKS AND DOCUMENTS: The STATE and GRANTEE shall jointly have the right to make, have made reproduce, modify, distribute, perform, and otherwise use the WORKS, including DOCUMENTS produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the WORKS, including DOCUMENTS, shall be authorized without a future written contractual agreement between the parties.
- D. POSSESSION OF DOCUMENTS: The DOCUMENTS may remain in the possession of the GRANTEE. The STATE may inspect any of the DOCUMENTS at any reasonable time. The GRANTEE shall provide a copy of the DOCUMENTS to the STATE without cost upon the request of the STATE.
- SUITABILITY: The rights and duties of the STATE and the GRANTEE, provided for above, shall survive the expiration or cancellation of this Contract.

## **11 Workers Compensation**

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

## **12 Publicity and Endorsement**

### **12.1 Publicity**

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

### **12.2 Endorsement**

The Grantee must not claim that the State endorses its products or services.

## **13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement.

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

## **14 Termination**

### **14.1 Termination by the State**

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### **14.2 Termination for Cause**

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

#### **14.3 Termination for Insufficient Funding**

The State may immediately terminate this grant contract agreement if:

- (a)** It does not obtain funding from the Minnesota Legislature
- (b)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**14.4 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.**

#### **15 Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

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SIGNATURE PAGE TO FOLLOW

**1. STATE ENCUMBRANCE VERIFICATION**

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

DocuSigned by:

Signed

Linda Rowley

858C7FC6FC504E1...

Date: 2/26/2021

SWIFT Contract/PO No(s) 3000038283 189946

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_

(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Distribution:**

Agency

Grantee

State's Authorized Representative



## Certificate Of Completion

Envelope Id: 7269FDE94A56449EBOB30C637249A660  
Subject: Please DocuSign: GRT-EJ-HoustonFY21Contract.pdf  
Source Envelope:

Document Pages: 9  
Certificate Pages: 2  
AutoNav: Enabled  
Envelope Stamping: Enabled

Signatures: 1  
Initials: 2

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
NiCole Rawski  
625 Robert Street North  
Saint Paul, MN 55155

nicole.rawski@state.mn.us  
IP Address: 156.98.51.15

## Record Tracking

Status: Original  
2/19/2021 10:43:57 AM  
Security Appliance Status: Connected  
Storage Appliance Status: Connected

Holder: NiCole Rawski  
nicole.rawski@state.mn.us  
Pool: StateLocal  
Pool: Department of Agriculture

Location: DocuSign

Location: DocuSign

## Signer Events Douglas

Spanier  
douglas.spanier@state.mn.us  
Attorney General Rep  
CarahSoft OBO MN - Dept of Agriculture  
Security Level: Email, Account Authentication  
(None)

## Signature

Signature Adoption: Pre-selected Style  
Using IP Address: 97.116.69.30

## Timestamp

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Signed: 2/19/2021 5:12:25 PM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Emilie Justen  
Emilie.Justen@state.mn.us  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Drawn on Device  
Using IP Address: 156.98.51.15

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Signed: 2/22/2021 9:15:38 AM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

MDA Contract Coordinators  
Contracts.Coord.MDA@state.mn.us  
Department of Agriculture  
Security Level: Email, Account Authentication  
(None)

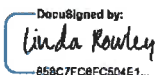
## Completed

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Signed: 2/25/2021 11:31:49 AM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Linda Rowley  
linda.rowley@state.mn.us  
Department Buyer  
CarahSoft OBO MN - Dept of Agriculture  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 156.98.51.15

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Viewed: 2/25/2021 12:05:28 PM  
Signed: 2/26/2021 2:33:43 PM

Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

**Signer Events**

Amelia Meiners

amelia.meiners@co.houston.mn.us

Security Level: Email, Account Authentication  
(None)Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Whitney Place

whitney.place@state.mn.us

Security Level: Email, Account Authentication  
(None)Electronic Record and Signature Disclosure:  
Not Offered via DocuSign**Signature****Timestamp**

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Viewed: 2/26/2021 2:40:48 PM

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

2/19/2021 10:45:46 AM

**Payment Events****Status****Timestamps**

**Exhibit C: Insurance ACORD**

# Houston County Agenda Request Form

**Date Submitted:** 5/20/2021

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

**Will you be doing a power point or video presentation: \_\_\_\_\_ Yes \_\_\_\_\_ X NO**

**Issue:**

Guardianship contract: Rebecca Servais

**Attachments/Documentation for the Board's Review:**

Soft copy of Contract for review and two copies of contract for signature

**Justification:**

**Action Requested:**

Review contract and approve as presented

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

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.

## PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as the "County" and Rebecca Servais, PO Box 495, 318 South Jackson Street, Houston, MN 55943, hereafter referred to as the "Provider".

### WITNESSETH

WHEREAS, Houston County Human Services had identified a need for Guardianship/Conservator services and related legal services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make or communicate responsible personal decisions, and who has demonstrated deficits in behavior which evidence an inability to meet personal need for medical care, nutrition, clothing, shelter, or safety; or concerning the appointment concerning the appointment concerning the person's estate or financial affairs, has demonstrated deficits in behavior which evidence an inability to manage the estate or financial affairs effectively by reason of detention by a foreign power or disappearance.

WHEREAS, this is a mandated service under Minnesota Statute 524.5-101 to 524.5-903 and 252A.01-252A.21;

WHEREAS, the County wishes to purchase such program services from the Provider;

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, Houston County and Provider agree as follows:

1. Term

The term of this Agreement shall be from January 1, 2021 through December 31, 2022. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. Cancellation of this Agreement or expiration of the Agreement term shall not relieve County from paying for Provider's services for wards and protected persons that the Provider is court-appointed to serve, and whom are still eligible for services under this Agreement, before cancellation or termination, so long as Provider remains the court-appointed Guardian and/or Conservator.

2. Services:

- a. Pursuant to MN Statutes 256M (Vulnerable Children and Adults Act) and as further detailed in Attachment A to this Agreement, Houston County agrees to purchase, and the Provider agrees to furnish the following services:

**SERVICE DESCRIPTION**

**BRASS CODE**

59509  
69500  
61600  
51600  
64800

**SERVICE DESCRIPTION**

Guardianship/Conservatorship (DD)  
Guardianship/Conservatorship (Adult)  
Transportation/Mileage (Adult)  
Transportation/Mileage (DD)  
Money Management

3. **Cost and Delivery of Purchased Services:**
- a. The amount paid for service will be billable at \$120.00 per month for the term of the Agreement. Service descriptive and number of units for each client will be authorized by an Individual Service Agreement.
  - b. The per month fee stated above includes administrative services as are reasonably or necessarily incurred by the Provider including documents, reports, mileage (unless otherwise pre-approved by a Houston County Case Manager), phone calls, certificates, etc. as required by this Agreement. See Attachment A for details.
  - c. When emergency guardianship and/or conservatorship are filed by the courts, which can last anywhere from 60-90 days, Provider will be paid \$52.00 per hour for up to 10 hours per month.
4. **Eligibility for Services:**
- a. Service eligibility will be determined according to the criteria established by the County.
  - b. Services under this Agreement shall only be provided to clients meeting the criteria of indigent residents of the County.
  - c. The County shall determine an indigent client AND the category of complexity shall be assigned by the County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by the County prior to start of service. Service level is subject to negotiation by Provider and County in the light of actual experience with the client and/or changing circumstances.
5. **Payment for Purchased Services:**
- a. The Provider shall within ten (10) working days following the last day of each month, submit a county approved invoice for purchased services to the County. The invoice shall show client name, address, case number and a detailed listing of the service(s) provided. The details must include hours or partial hours for each service provided. The County shall, within thirty-five (35) days of the receipt of the invoice, make payment for all units of service billed.
  - b. The Provider further acknowledges that bills must be current and timely. The Provider acknowledges that there will be a reduction of 50% of the total amount billable, on bills submitted for payment more than 3 months after date of service.
  - c. If the ward/conservatee has a monthly income and is:
    - 1) Receiving Minnesota Supplemental Aid (MSA) and not residing in Nursing Home or Regional Treatment Center or
    - 2) Receives Housing Support benefits or
    - 3) Receiving Medical Assistance (MA) Payments for Long-Term Care (LTC) Services,

The Conservator/Guardian shall deduct 5% of the ward/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$120.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds the County payment amount, there will be no County payment to Provider.

6. Records

- a. The Provider shall maintain such records and provide the County (DD and/or MH Unit) with financial, statistical and service reports as the County may require for accountability.
- b. Per MN Statute 16C.05, Subd. 5, all records pertaining to this Agreement must be maintained for six (6) years. Provider shall inform the County the address of where records shall be located.
- c. The Provider agrees to cooperate in evaluative and/or outcome efforts as required by the County.

7. Independent Contractor

- a. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the county and shall not be considered employees of the County, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the County; and the Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay and PERA.
- b. It is agreed that nothing contained in the Agreement, including the payment provisions as specified above for the full term or any portion or extension of the contract period, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with the County. And nor shall the Provider, it's employees, agents, and representatives be considered employees, agents and representatives of the County.

8. Provider Standards and Licenses

- a. The Provider shall furnish to the County a background resume to include the following: professional and personal credentials for



guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.

- b. The Provider will annually authorize the County to perform a background check under the Criminal Justice Information System for evidence of maltreatment of adults, vulnerable adults, and any criminal exploitation. The Provider will be required to consent to a background check (local and state) prior to a contract being issued.
- c. Provider will comply with all court background check and background reporting requirements, including filling out forms annually and when any changes occur, if applicable.
- d. When required, the Provider shall remain licensed by the State during the term of this Agreement. The County will only pay for contracted services provided pursuant to such licensing requirements.
- e. When licensing is required, the revocation of the license shall be the cause for cancellation of this Agreement effective upon receipt of the cancellation notice, other provisions for cancellation of this Agreement notwithstanding.
- f. The Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- g. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs a-f as stated above may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

9. Safeguard of Client Information:

The use or disclosure by the Provider of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any purpose not directly connected with the administration of the County or Providers responsibility with respect to the Purchased Services hereunder is prohibited except upon written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, Houston County and the Provider have executed this Agreement as of the day and year first written above.

REBECCA SERVAIS

BY: Rebecca Servais

Rebecca Servais

DATED: 5/18/2021

Approved as to Form and Execution:

BY: [Signature]

Houston County Attorney

DATED: 5/18/21

BY: \_\_\_\_\_

Chairperson  
Houston County Board of Commissioners

DATED: \_\_\_\_\_

BY: John Puleasa

John Puleasa, Director  
Houston County Human Services

DATED: 12/10/20

## **Houston County's Conservatorship/Guardianship Service Definition**

### **A guardian or conservator:**

- Has only those powers necessary to provide for the demonstrated needs of the ward or protected person.
- Is responsible for protecting the rights of ward or protected person.
- Is the court-appointed decision maker for the ward or protected person.
- Should involve the ward or protected person (and other interdisciplinary team members if applicable) in the decision-making process but is ultimately responsible for making decisions that promote the health, safety and personal well-being of the ward or protected person.

### **Duties for Guardian/Conservators:**

- Minimum of two (2) face-to-face visits with client per year, more frequent visits and communication by other means is encouraged.
- Sign consents and other necessary paperwork
- Complete financial applications as needed
- Complete any required correspondence
- Make court appearances on behalf of client as needed
- Attend Care Conference, annual meetings, ISP and IHP meetings on client's behalf
- Communicate with interdisciplinary team members regarding decisions made

### **Conservator:**

- Pay monthly bills and service other financial responsibilities
- Establish and manage appropriate checking, savings and other accounts
- File annual accounting with the court(s).

### **Guardian:**

- Coordinate general living support services
- Coordinate housing upkeep and repair if needed
- Ensure general living and health needs are adequately met
- File annual well-being report to court(s).

### **General:**

- Remain current on trends and procedures of Conservatorship and Guardianship
- Submit monthly bills and contact notes to the County

### **Rates:**

The reimbursement rate for all services is \$120.00 per month. This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a County Case Manager. Mileage will be reimbursed at the current IRS mileage rate.

### **Service Agreements:**

Individual Service Agreements will authorize the amount and frequency of service to be provided to each client. Guardians/conservators cannot exceed the authorized amount of service to be provided without having received prior approval from the involved social worker, or designee, to do

so.

**Billing:**

Guardian/Conservator time should be billed in 15-minute increments. Bills and associated contact notes should be submitted to a Human Services Case Manager on a monthly basis. While monthly billing is expected, if for some reason monthly billing is not possible, they must be submitted quarterly. Guardians/Conservators must also meet "end of the year" budget deadlines in order to be paid for December.