

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: November 16, 2021

9:00a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson, Robert Burns, Teresa Walter, and Greg Myhre

Others Present:

Auditor/Treasurer Donna Trehus, Finance Director Carol Lapham, Human Resources Director Theresa Arrick-Kruger, EDA Director/Board Clerk Allison Wagner, Interim Recorder Mary Betz, Zoning Administrator/Interim Environmental Services Director Amelia Meiners, and Elizabeth Myhre

Board Workgroup Session

Call to order.

The board discussed who should be a delegate and who should be an alternate to represent Houston County for Minnesota Counties Intergovernmental Trust (MCIT). It was the general consensus of the board that Chairperson Burns should be the delegate and that Commissioner Walter would be the alternate.

Commissioners discussed advertising a new RFP for the Comprehensive Land Use Plan. It was the general consensus of the board that EDA Director/Board Clerk Wagner and Environmental Services Director Meiners should work on a new RFP for the Comprehensive Land Use Plan. A RFP had previously been advertised, but the County had not received any proposals. It was the general consensus of the board that the information in the new RFP could be condensed hopefully making it more appealing for potential agencies to consider. The Commissioners also discussed using the lost revenue category of American Rescue Plan Act (ARPA) dollars to cover the cost of hiring an agency to facilitate the Comprehensive Land Use Plan.

Commissioners discussed a tentative plan and possible eligible uses for ARPA dollars.

The meeting was adjured at 11:04 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

WORKGROUP SESSION — November 16, 2021

Attest: _____
Donna Trehus, Auditor/Treasurer

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: November 23, 2021

9:02 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson (attended remotely), Robert Burns, Teresa Walter, and Greg Myhre

Others Present:

Reporter Craig Moorhead, Reporter Charlene Selbee, Finance Director Carol Lapham, Human Resources Director Theresa Arrick-Kruger, Board Clerk/EDA Director Allison Wagner, Engineer Brian Pogodzinski, Public Health and Human Services Director John Pugleasa, Financial Assistance Supervisor Karen Kohlmeyer, Chief Deputy Brian Swedberg, Houston Librarian Liz Gibson-Gasset, and Caledonia Librarian Stephanie Eggert

Presiding: Chairperson Burns

Call to order.

Pledge of Allegiance.

Prior to approving the agenda Chairperson Burns announced that three additional items had been added to the consent agenda. These included hiring Heidi Lapham as probationary Deputy Auditor/Treasurer-License Center, assigning Patrick Molling as probationary Lead Jailer/Dispatcher, and approving a competitive search for Jailer/Dispatcher. Motion was made by Commissioner Walter, seconded by Commissioner Severson, motion carried unanimously to approve the agenda with the changes.

Motion was made by Commissioner Walter, seconded by Commissioner Myhre, motion unanimously carried to approve the meeting minutes from November 9, 2021.

Motion was made by Commissioner Myhre, seconded by Commissioner Severson, motion unanimously carried to approve the workgroup session minutes from November 16, 2021.

Public Comment: Houston Librarian, Liz Gibson-Gasset presented to the Commissioners and said she was there representing the five libraries in Houston County. She told the Commissioners she had served on the committee with SELCO that had been negotiating an increase to the libraries with County committee representatives Chairperson Burns and Commissioner Walter. The proposed increase to the libraries was \$20,000. The Commissioners

had not yet signed the new contract. The increase would come from County citizens who did not live in a city with a library. Gibson-Gasset said that there was an inequity between the per capita amount that citizens of cities with libraries paid in the County compared to the per capita amount that citizens who lived in areas without libraries paid. County residents of cities with libraries were paying more per capita towards the libraries than citizens who did not live in these cities. Gibson-Gasset urged the Commissioners to sign the new contract so that the librarians could plan for the next year. She told the Commissioners about the variety of services that the libraries offered to residents, and that the increase of \$20,000 would only cover the most basic needs of the libraries. Commissioners asked questions and briefly discussed the matter. Commissioner Johnson said his concern with the new contract was that it was a one year contract. He said he would prefer a contract that would be good for multiple years such as a three year contract. No official decisions were made on the matter.

A Public Hearing was held to discuss the MS4 Permit held by the County, as a requirement by the permit. There were no public comments during the hearing.

CONSENT AGENDA

Motion by Commissioner Myhre, seconded by Commissioner Severson, motion unanimously carried to approve the consent agenda. Items approved are listed below.

- 1) Change the employment status of Dylan Felten, Appraiser Trainee, from probationary to regular, effective 12/09/2021.
- 2) Change Kelly Petersen's job classification from Certified Minnesota Appraisers (B23, Step 3) to Certified Minnesota Appraisers Income Qualified (B24, Step 3) retroactive to 10/08/2021.
- 3) Accept the resignation of Mary Gulbranson, Deputy Auditor/Treasurer effective the close of the business day 12/02/2021. (We thank Ms. Gulbranson for her nearly 20 years of service to the residents of Houston County.)
- 4) Approve Chief Deputy Sheriff's carrying over up to 80 hours of accrued vacation from 2021 to 2022.
- 5) Hire William Persons as a probationary Jailer/Dispatcher B23 Step 1, effective 12/06/2021 conditioned upon successful completion of physical and psychological evaluation.
- 6) Authorize Houston County Board Chair and County Auditor-Treasurer to sign on behalf of Houston County, the State of Minnesota Grant Contract Agreement Snowmobile Grant-in-Aid Program FY 201 Maintenance and Grooming Grants.
- 7) Hire Heidi Lapham, probationary Deputy Auditor/Treasurer-License Center, B22 Step 4, effective 12/14/2021 conditioned upon successful background check.
- 8) Assign Patrick Molling as a probationary Lead Jailer/Dispatcher, B32 effective 12/06/2021.
- 9) Approve initiating a competitive search for Jailer/Dispatcher.
- 10) Authorize Houston County Auditor-Treasurer to sign on behalf of Houston County, the LexisNexis VitalChek Network Inc. Payment Solutions Service Agreement with the

Houston County License Center being the customer and approve Resolution No. 21-57.
See Resolution below.

RESOLUTION NO. 21-57

November 23, 2021

BE IT RESOLVED that the Houston County Board of Commissioners hereby approves and authorizes the acceptance of the Payment Solutions Service Agreement with LexisNexis VitalChek Network Inc. to provide Houston County License Center with a credit and debit card service providing consumers who desire to pay for serviced rendered in this manner.

BE IT FURTHER RESOLVED by the Houston County Board of Commissioners that this Agreement shall be effective as of the Effective Date and shall continue in effect for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one year periods. Either party may terminate this Agreement for any reason by providing written notice to the other party to such effect at least sixty (60) days prior to the effective date of termination.

ACTION ITEMS

File No. 1 – Commissioner Severson moved, Commissioner Myhre seconded, motion unanimously carried to accept a donation to the Veteran’s Services Office from the Brownsville VFW in the amount of \$150.00.

File No. 2 – Commissioner Myhre moved, Commissioner Severeson seconded, motion unanimously carried to approve the Stipulated Mediated Settlement between AFSCME and Houston County regarding a labor contract grievance dated 10/01/2021.

File No. 3 – Commissioner Walter moved, Commissioner Myhre seconded, motion unanimously carried to approve MFIP Biennial Service Agreement 2022-2023. The agreement was a required agreement for administration of the Minnesota Family Investment Program (MFIP).

File No. 4 – Commissioner Myhre moved, Commissioner Walter seconded, motion unanimously carried to approve Title IV-D cooperative agreement. This was a required agreement that addressed Human Services, County Attorney, and Sheriff’s Office roles in the Child Support program.

File No. 5 – Commissioner Severson moved, Commissioner Walter seconded, motion unanimously carried to approve a Natural Resources Block Grant Agreement with the Board of Water and Soil Resources for shoreland, SSTs, water plan and wetland funds.

File No. 6 – Motion by Commissioner Severson seconded by Commissioner Myhre, motion unanimously carried to approve Change Order Request No. 32 in the amount of

\$5,934.54 for additional curb and gutter on Washington St., and additional curb and gutter near the transformer area, and reduction of concrete near the electrical transformer gas area.

File No. 7 – Motion by Commissioner Myhre seconded by Commissioner Walter, motion unanimously carried to approve Change Order Request No. 25 (revised) for water and electric service for the pressure washer and wash bay at the new highway facility. (The original Change Order No. 25 material prices increased prior to Board approval and the price was not locked in and guaranteed.) Pogodzinski said the materials would be ordered that day.

File No. 8 – Motion by Commissioner Severson seconded by Commissioner Walter, motion unanimously carried to approve Change Order Request No. 33 for additional insulation added to fill void space between the roof sheets and insulation as specified at the new highway facility in the amount of \$8,888.00.

DISCUSSION ITEMS

Chairperson Burns asked County Engineer Pogodzinski if he saw any issues with a bike rally event that would be coming to Houston County in the summer of 2022. Pogodzinski said he did not see any issues with the event and that the organization holding the event would provide their own traffic control.

Commissioners briefly discussed American Rescue Plan Act (ARPA) dollars. Chairperson Burns proposed allocating some ARPA funding to a watershed district in 2021. He requested that the request be an action item at the next regular meeting. It was the general consensus of the board to reconsider a request from Semcac for possible ARPA funding, as Semcac had received some ARPA dollars, but not any dollars that could be used on updating their facility in Caledonia.

Public Comment: No final public comments were made.

There being no further business at 11:54 a.m., the meeting was adjourned. The next meeting would be a regular meeting on December 14, 2021.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Robert Burns, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

Houston County Agenda Request Form

Date Submitted: 12/9/2021

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

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

Issue:

Erik Seivers, Executive Director - Hiawatha Valley Mental Health Center presentation regarding transition to a Certified Community Behavioral Health Clinic (CCBHC) service model.

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

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

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

**HOUSTON COUNTY
AGENDA REQUEST FORM**

Date Submitted: 12.14.21

By: Donna Trehus-Auditor-Treasurer

CONSENT AGENDA REQUEST:

APPOINTMENT: 10:15 a.m. Finance Review ending 10.29.21

Reviewed by:

____ **HR Director**

____ **Finance Director**

____ **IS Director**

____ **County Attorney**

____ **Environmental Svcs**

____ **County
Sheriff**

____ **County
Engineer**

____ **PHHS
Other
(indicate
dept)**

____ **Auditor/Treasurer**

Recommendation:

Decision:

Account Type	Amount
DD Account	\$ 100,000.00
Eitzen Special	\$ 7,176,771.62
Total Liquid \$	\$ 7,276,771.62
Matures 1-3 yrs	\$ 2,862,002.14
Matures 4-5 yrs	\$ 1,085,258.28
Matures 6-10 yrs	\$ 248,000.00
Total Investments	\$ 4,195,260.42
Grand Total	\$ 11,472,032.04

	Amount	% Rate	Maturity	Broker/Bank
	\$ 150,000.00	2.1	12/14/2021	BROKER
	\$ 150,000.00	2.65	7/29/2022	BROKER
	\$ 98,000.00	2	9/27/2022	BROKER
	\$ 248,000.00	2.4	5/24/2022	BROKER
	\$ 100,000.00	2.3	7/19/2022	BROKER
	\$ 100,000.00	1.85	10/17/2022	BROKER
	\$ 100,000.00	2.15	9/29/2022	BROKER
	\$ 150,000.00	2.2	2/1/2022	BROKER
	\$ 30,000.00	1.25	12/22/2022	BANK
	\$ 195,000.00	3.55	11/8/2023	BROKER
	\$ 20,002.14	0.5	11/2/2023	BANK
	\$ 97,000.00	3	10/11/2023	BANK
	\$ 99,000.00	3	12/3/2023	BANK
	\$ 97,000.00	3	12/3/2023	BANK
	\$ 200,000.00	3	12/23/2023	BANK
	\$ 150,000.00	2.65	5/30/2024	MULTI
	\$ 150,000.00	2.2	7/31/2024	MULTI
	\$ 105,000.00	0.55	7/30/2024	BROKER
	\$ 200,000.00	2.8	3/24/2024	BANK
	\$ 98,000.00	2.8	3/27/2024	BANK
	\$ 225,000.00	2.5	8/13/2024	BANK
	\$ 100,000.00	2.2	9/5/2024	BANK

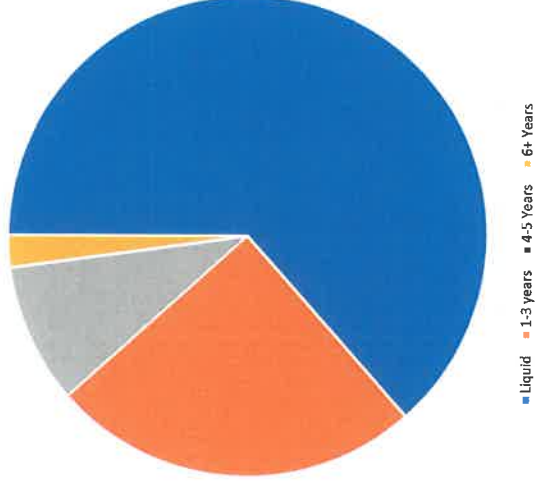
1-3 years \$ 2,862,002.14

4-5 years \$ 1,085,258.28

\$ 150,000.00	1	6/19/2025	BROKER
\$ 90,258.28	1.15	12/15/2025	BROKER
\$ 95,000.00	1	7/28/2026	BROKER
\$ 200,000.00	1	7/14/2026	BROKER
\$ 150,000.00	1.1	9/28/2026	BROKER
\$ 100,000.00	0.6	8/30/2026	BANK
\$ 150,000.00	1	9/30/2027	BROKER
\$ 150,000.00	3.2	2/1/2027	BROKER
\$ 248,000.00	1.2	12/2/2030	BROKER

Total 6+ years \$

Investment Maturity



**HOUSTON COUNTY
POOLED CASH
TREASURERS DAILY CASH TRIAL BALANCE
10/29/2021 Finance Review**

TREASURER'S BALANCE END OF PRIOR DAY	18,953,705.02
DAILY RECEIPTS	290,042.36
CANCELLED WARRANTS	
PRIOR DAY CUMULATIVE RECEIPTS	25,159,604.07
CUMULATIVE MONTHLY RECEIPTS	25,449,646.43
DAILY DISBURSEMENTS	8,329.53
PRIOR DAY CUMULATIVE DISBURSEMENTS	6,205,899.05
CUMULATIVE MONTHLY DISBURSEMENTS	6,214,228.58

TREASURER'S BALANCE END OF DAY 19,235,417.85

Bank Name	Document No.	Date Invested	Date Matures	Interest Rate/Paid	Previous Days Balance	Receipts	Disbursements	Balance Per Client Books
CERTIFICATE OF DEPOSIT								
BANK		02-Jan-14	02-Nov-23	0.50%	20,002.14			20,002.14
BANK		11-Apr-11	11-Oct-23	3.00%	97,000.00			97,000.00
BANK		30-Aug-11	30-Aug-26	0.60%	100,000.00			100,000.00
BANK		03-Dec-18	03-Dec-23	3.00%	99,000.00			99,000.00
BANK		03-Dec-18	03-Dec-23	3.00%	97,000.00			97,000.00
BANK		26-Mar-19	26-Mar-24	2.80%	200,000.00			200,000.00
BANK		12-Jun-12	12-Dec-23	3.00%	200,000.00			200,000.00
BANK		27-Mar-14	27-Mar-24	2.80%	98,000.00			98,000.00
BANK		13-Aug-19	13-Aug-24	2.50%	225,000.00			225,000.00
BANK		05-Sep-19	05-Sep-24	2.20%	100,000.00			100,000.00
BANK		22-Dec-11	22-Dec-22	1.25%	30,000.00			30,000.00
Total Certificates of Deposit					1,266,002.14			1,266,002.14

NEGOTIABLE CERTIFICATE OF DEPOSIT

BROKER		29-Jul-15	29-Jul-22	2.65%	150,000.00			150,000.00
BROKER		30-May-19	30-May-24	2.65%	150,000.00			150,000.00
BROKER		27-Sep-19	27-Sep-22	2.00%	98,000.00			98,000.00
BROKER		24-May-17	24-May-22	2.40%	248,000.00			248,000.00
BROKER		31-Jul-19	31-Jul-24	2.20%	150,000.00			150,000.00
BROKER		08-Nov-18	08-Nov-23	3.55%	195,000.00			195,000.00
BROKER		14-Dec-16	14-Dec-21	2.10%	150,000.00			150,000.00
BROKER		19-Jul-17	19-Jul-22	2.30%	100,000.00			100,000.00
BROKER		17-Oct-19	17-Oct-22	1.85%	100,000.00			100,000.00
BROKER		30-Nov-20	02-Dec-30	1.20%	248,000.00			248,000.00
BROKER		19-Jun-20	19-Jun-25	1.00%	150,000.00			150,000.00
BROKER		30-Sep-21	30-Sep-27	1.00%	150,000.00			150,000.00
BROKER		29-Sep-17	29-Sep-22	2.15%	100,000.00			100,000.00
BROKER		30-Jul-21	30-Jul-24	0.55%	105,000.00			105,000.00
BROKER		28-Jul-21	28-Jul-26	1.00%	95,000.00			95,000.00
BROKER		28-Sep-21	28-Sep-26	1.10%	150,000.00			150,000.00
BROKER		14-Jul-21	14-Jul-26	1.00%	200,000.00			200,000.00
BROKER					2,539,000.00			2,539,000.00

GOVERNMENT SECURITIES

BROKER		20-Mar-12	01-Feb-27	3.20%	150,000.00			150,000.00
BROKER		28-Nov-12	01-Feb-22	2.20%	150,000.00			150,000.00
BROKER		26-Apr-19	15-Dec-25	1.150%	90,258.28			90,258.28
BROKER					390,258.28			390,258.28
Total Gov't Securities					390,258.28			390,258.28

MMKT SAVINGS

General Fund		n/a	n/a	0.00%	6,087,779.23	292,035.11	8,329.53	6,371,484.81
Cash Account		n/a	n/a	0.00%	200,000.00			200,000.00
Revolving ACH		n/a	n/a	0.00%	100,000.00			100,000.00
Revolving ACH		n/a	n/a	0.00%	700,000.00			700,000.00
Airport		n/a	n/a	0.00%	112,320.07			112,320.07
Tax Account		n/a	n/a	0.07%	129,070.63			129,070.63
Public Health		n/a	n/a	0.05%	10,005.87			10,005.87
Special MMKT		n/a	n/a	0.50%	7,176,771.62			7,176,771.62
Over Remittance		na	na	0.00	100.00			100.00
Total Money Market Checking					14,516,047.42			14,799,753.00

MMKT SAVINGS

Credit Card			n/a	n/a	0.00%	12,528.25	564.50	2,565.25	T	10,527.50
Tax Account			n/a	n/a	0.20%	49,175.00				49,175.00
Tax Account			n/a	n/a	0.05%	138,718.10	8.00			138,726.10
Investment Interest						2,190.69				2,190.69
Investment Interest						4,599.53				4,599.53
Investment Interest						430.78				430.78
Investment Interest						208.76				208.76
Investment Interest						33,589.37				33,589.37
Investment Interest						956.70				956.70
Total Money Market Savings						242,397.18				240,404.43

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TOTAL General Fund (Pooled Cash)

18,953,705.02

19,235,417.85

1,889,000.00	Broker
490,258.28	Broker
550,000.00	Broker
1,216,000.00	Bank
20,002.14	Bank
0.00	
100,000.00	DD Account
7,176,771.62	Special MMKT
30,000.00	Bank
11,472,032.04	Total Investments

11,472,032.04 Total Investments-Proof

HOUSTON COUNTY
SUMMARY OF FUND INVESTMENTS 10-29-21

FUND NAME	FUND AMOUNT
ROAD AND BRIDGE	\$1,493,600.00
HUMAN SERVICES	\$200,000.00
GENERAL FUND	\$3,050,966.99
SOIL AND WATER	\$234,974.13
COLLABORATIVE	\$50,000.00
TOTAL FUND INVESTMENTS	5,029,541.12

ROAD AND BRIDGE

Bank Name	Document No.	Date Invested	Date Matures	Interest Rate/Paid		Client Books
NEGOTIABLE CERTIFICATE OF DEPOSIT						
Broker	Cert	24-Apr-13	24-May-23	2.30%	100,000.00	100,000.00
Broker	Cert	13-Feb-19	13-Feb-24	3.10%	98,000.00	98,000.00
Total Negotiable Certificates of Deposit					198,000.00	198,000.00
CERTIFICATE OF DEPOSIT						
Bank	Cert	27-Jan-15	27-Jan-25	1.80%	97,000.00	97,000.00
Bank	Cert	27-Mar-12	22-Mar-22	2.00%	97,000.00	97,000.00
Total Negotiable Certificates of Deposit					194,000.00	194,000.00
MONEY MARKET SAVINGS						
Bank	Money Market	n/a	n/a	0.50%	1,101,600.00	1,101,600.00
Total Money Market Savings					1,101,600.00	1,101,600.00
Total Road and Bridge Investments					1,493,600.00	1,493,600.00

HUMAN SERVICES

Bank Name	Document No.	Date Invested	Date Matures	Interest Rate/Paid	Previous Days Balance	Receipts	Disbursements	Balance Per Client Books
NEGOTIABLE CERTIFICATE OF DEPOSIT								
Total Negotiable Certificates of Deposit					0.00			0.00
MONEY MARKET SAVINGS								
Bank	Money Market	n/a	n/a	0.50%	200,000.00			200,000.00
Total Money Market Savings					200,000.00			200,000.00
Total Human Services Investments					200,000.00			200,000.00

GENERAL FUND INVESTMENTS

Bank Name	Document No.	Date Invested	Date Matures	Interest Rate/Paid	Previous Days Balance	Receipts	Disbursements	Balance Per Client Books
MONEY MARKET SAVINGS								
Bank	Recorder's Tech	n/a	n/a	0.50%	173,242.01			194,702.81
Bank	EDA Rev	n/a	n/a	0.50%	512,692.79			551,596.79
Bank	Recorder's Compliance	n/a	n/a	0.50%	123,770.25			132,537.25
Bank	Tech Eq	n/a	n/a	0.50%	119,734.09			119,734.09
Bank	E911	n/a	n/a	0.50%	327,575.46			252,396.05
Bank	ICS -Recovery Fund 950070398	6/18/2021	n/a	0.50%	1,800,000.00			1,800,000.00
Total Money Market Savings					3,057,014.60			3,050,966.99
Total General Fund Investments					3,057,014.60			3,050,966.99

SOIL AND WATER

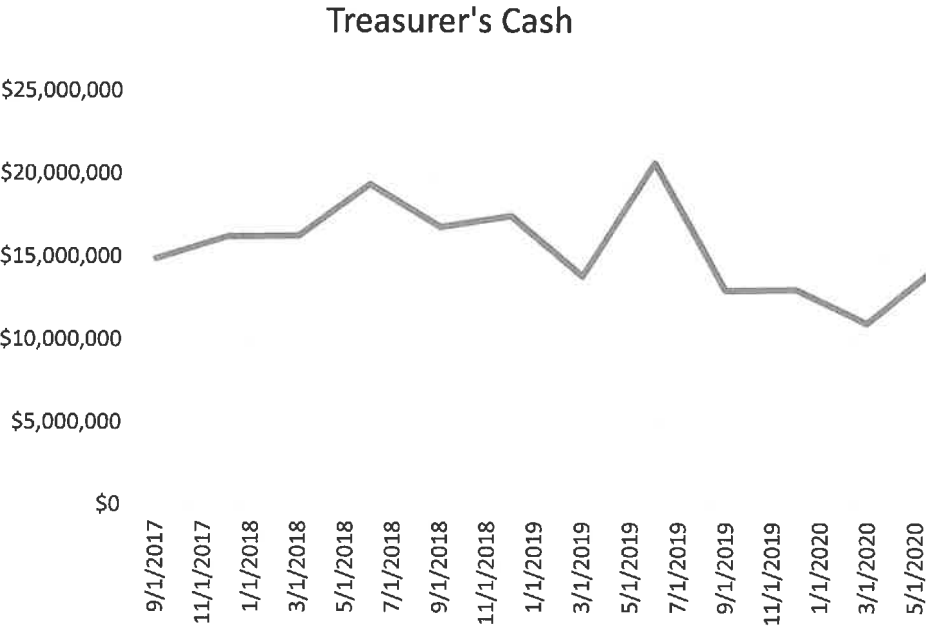
Bank Name	Document No.	Date Invested	Date Matures	Interest Rate/Paid	Previous Days Balance	Receipts	Disbursements	Balance Per Client Books
NEGOTIABLE CERTIFICATE OF DEPOSIT								
MONEY MARKET SAVINGS								
Eitzen State Bank	MMKT		n/a	0.50%	62,290.15			62,290.15
Total Money Market Savings					62,290.15			62,290.15
Total Soil and Water Investments					62,290.15			62,290.15

Bank Name	Document No.	Date Invested	Date Matures	Interest Rate/Paid		Client Books
SAVINGS ACCOUNTS						
Bank	Soil and Water-Checking	1/11/2013	n/a	0.20%	\$11,774.69	\$11,774.69
Bank	Soil and Water-Checking	1/11/2013	n/a	0.20%	\$17,000.00	\$13,779.40
Bank	Soil and Water-Checking	6/6/2013	N/A	0.20%	\$34,440.00	\$34,440.00
Bank	Soil and Water-Checking	10/30/2013	N/A	0.20%	\$9,000.00	\$9,000.00
Bank	Soil and Water-Checking	7/19/2013	N/A	0.20%	\$41,399.74	\$41,399.74
Total Savings					113,614.43	110,393.83
Total Soil and Water Investments					175,904.58	172,683.98

COLLABORATIVE

Bank Name	Document No.	Date Invested	Date Matures	Interest Rate/Paid	Previous Days Balance	Receipts	Disbursements	Balance Per Client Books
MONEY MARKET SAVINGS								
Bank	Money Market	n/a	n/a	0.50%	\$50,000.00			50,000.00
Total Savings					50,000.00			50,000.00
Total Collaborative Investments					50,000.00			50,000.00

FINANCE PRESENTATION	CASH BOOK TOTAL 5 - YEAR PERIOD		
DATE	12.14.21		
9/30/2017	\$14,892,222		
12/30/2017	\$16,230,251		
3/30/2018	\$16,271,111		
6/30/2018	\$19,408,482		
9/30/2018	\$16,815,068		
12/30/2018	\$17,503,192		
3/30/2019	\$13,860,734		
6/30/2019	\$20,706,289		
9/30/2019	\$13,017,731		
12/30/2019	\$13,079,133		
3/30/2020	\$11,038,126		
6/30/2020	\$14,566,690		
9/30/2020	\$15,858,223		
12/30/2020	\$19,617,188		
3/31/2021	\$17,303,395		
6/30/2021	\$19,639,249		
9/30/2021	\$16,432,168		



Houston County Agenda Request Form

Date Submitted: 12/9/2021

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:

Review and approve regional contract management agreement with Olmsted County. This agreement provided contract management and consistency across multiple human services contracts and service providers in the region.

Attachments/Documentation for the Board's Review:

Copy of electronic agreement for review

Justification:

Action Requested:

Approve agreement and authorize PH & HS Director to sign document agreement.

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

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

INTERAGENCY AGREEMENT REGION 10 CONTRACTING SERVICES

This Interagency Agreement effective January 1, 2022 through December 31, 2023, by and between the Participating Counties of Fillmore County, Freeborn County, Goodhue County, Houston County, Minnesota Prairie County Alliance, Mower County, Wabasha County, and Winona County and the Host County, Olmsted County, is as follows:

I. STATEMENT OF PURPOSE

The purpose of this Interagency Agreement is to clarify the roles and services provided by the Region 10 Contracting Unit to Participating Counties and Olmsted County's role in being the host county of the Region 10 Contracting Unit.

II. REGION 10 CONTRACTING UNIT COMPOSITION

The following positions, employed and supervised by Olmsted County, comprise the Region 10 Contracting Unit:

- Senior Contract Manager – 1 FTE
- Contract Manager – 1 FTE
- Contract Specialist – .3 FTE

III. SCOPE OF SERVICES AND SPECIFIC DUTIES

The Region 10 Contracting Unit shall make available the following services pertaining to Health, Housing Support and Human Services to Participating Counties:

- Consultation on Human Services, Housing Support, and Public Health Services contracts.
- Provision of information on Purchase of Service contracting standards.
- Recommend and implement uniform standards and procedures for contracting, including contract and application templates, regional policies, and Request for Proposals (RFPs).
- Facilitation and assistance with the implementation of contracts with new providers and provide input and information to assist in negotiations/contract disputes with existing contracted providers.
- Development, implementation, and administration of Request for Proposals (RFPs).
- Attendance at meetings and site visits when requested by any Participating County.
- Provision of liaison services between DHS and MDH staff relating to Human Services and Public Health contracts, including those relating to Housing Support and Tier II, Tier III Agreements.
- Inform all Participating Counties of applicable contracting mandates, and providing alerts when changes are made.
- Attendance and participation at the Region 10 Waiver Lead meetings and other regional/state meetings relevant to contracting issues.

IV. FUNDING

Olmsted County shall develop a budget annually for Region 10 Contracting Services and provide it to the Participating Counties, along with a breakdown of the cost allocated to each Participating County. Each Participating County shall have 35 days in which to review, approve and allocate funding in accordance with the funding breakdown. Attachment A to this Interagency

Agreement provides an example of the format that will be used and the cost allocations for calendar year 2022 and 2023.

This Interagency Agreement is effective upon date signed. Any Participating County seeking to amend or cancel this Interagency Agreement or modify the payment allocations outlined in the annual budget must provide notice to all of the other Participating Counties and Olmsted County and allow 90 days in which to review the request. Any changes to this Interagency Agreement must be made via a written addendum signed by all counties listed below.

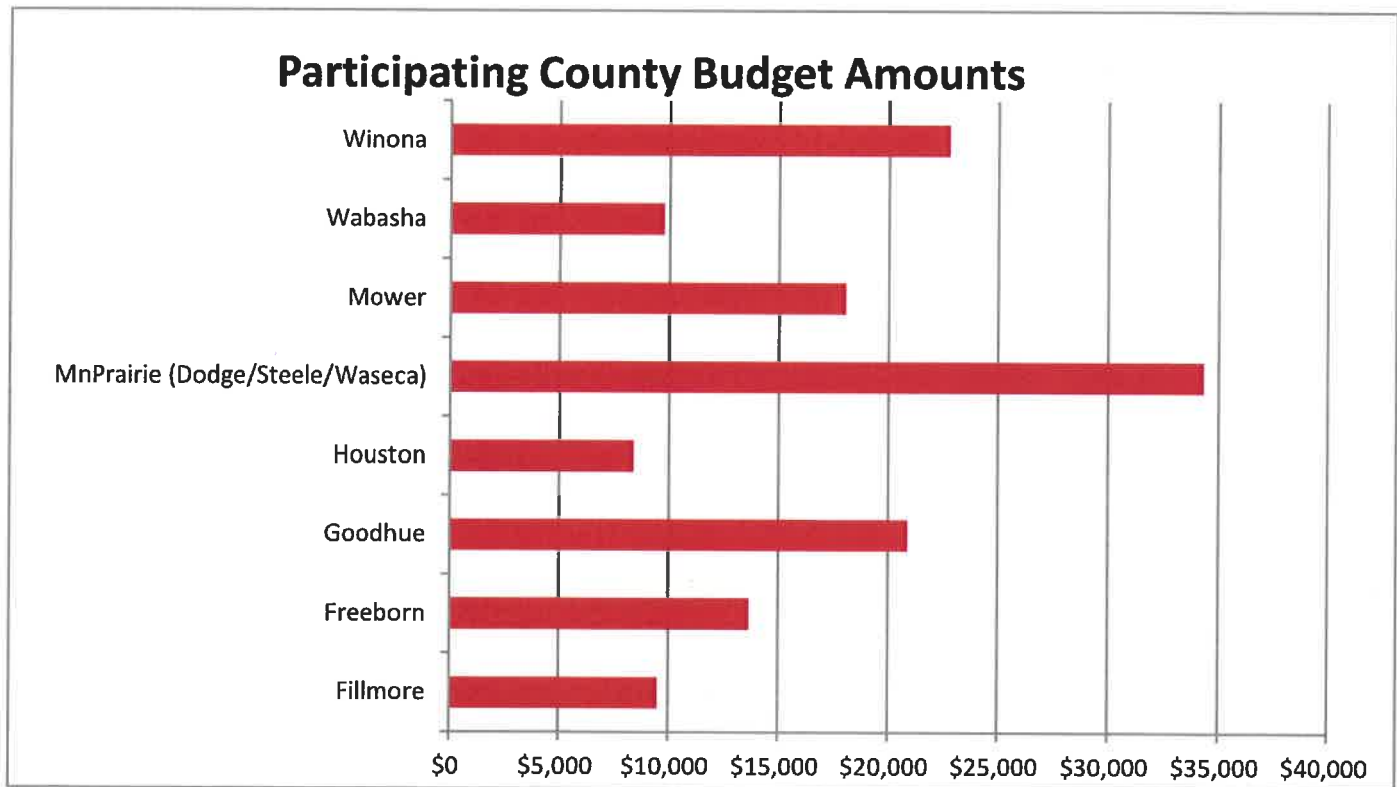
Approved and Accepted for:

_____	Dated
Fillmore County	
_____	Dated
Freeborn County	
_____	Dated
Goodhue County	
_____	Dated
Houston County	
_____	Dated
Minnesota Prairie County Alliance	
_____	Dated
Mower County	
_____	Dated
Olmsted County (Host County)	
_____	Dated
Wabasha County	
_____	Dated
Winona County	

**Region 10 Contract Manager
2022 Budget Proposal**

Investment needed is \$117,835 for 1.18 FTE plus \$19,418 for fixed overhead costs, furniture, computer, hook up, etc .

County	Population*	% share	2022 Rate	2021 Rate	Increase / (Decrease)	%
Fillmore	21,067	6.9%	\$9,491	\$9,214	\$277	3%
Freeborn	30,281	9.9%	\$13,642	\$13,321	\$321	2%
Goodhue	46,340	15.2%	\$20,877	\$20,304	\$573	3%
Houston	18,600	6.1%	\$8,380	\$8,129	\$251	3%
MnPrairie (Dodge/Steele/Waseca)	76,195	25.0%	\$34,327	\$33,392	\$935	3%
Mower	40,062	13.1%	\$18,049	\$17,507	\$542	3%
Wabasha	21,627	7.1%	\$9,743	\$9,471	\$272	3%
Winona	50,484	16.6%	\$22,744	\$22,239	\$505	2%
Total	304,656	100%	\$137,253	\$133,577	\$3,676	3%

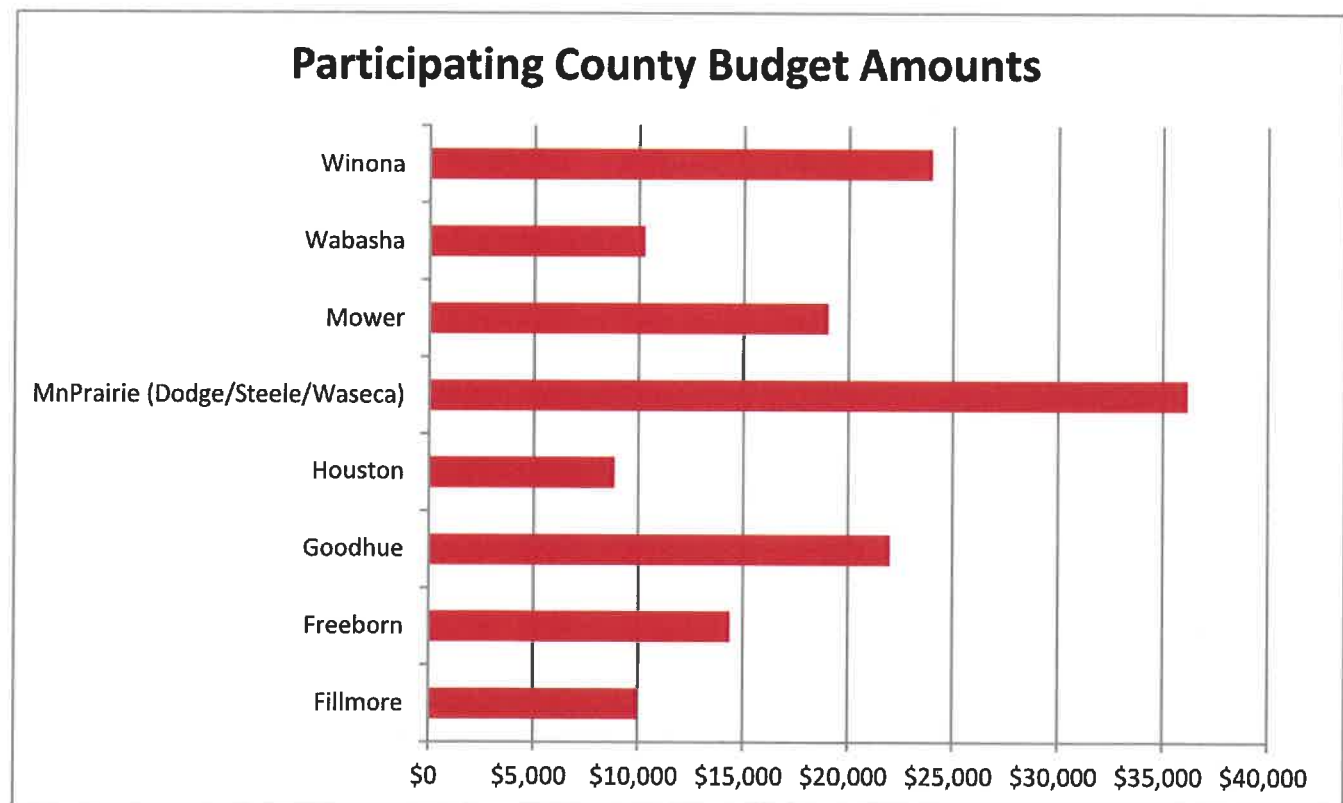


*US Census 7/1/2019 population estimates (<http://www.census.gov/quickfacts/table>)

**Region 10 Contract Manager
2023 Budget Proposal**

Investment needed is \$124,120 for 1.18 FTE plus \$19,770 for fixed overhead costs, furniture, computer, hook up, etc .

County	Population*	% share	2023 Rate	2022 Rate	Increase / (Decrease)	%
Fillmore	21,067	6.9%	\$10,005	\$9,491	\$514	5%
Freeborn	30,281	9.9%	\$14,381	\$13,642	\$739	5%
Goodhue	46,340	15.2%	\$22,008	\$20,877	\$1,131	5%
Houston	18,600	6.1%	\$8,834	\$8,380	\$454	5%
MnPrairie (Dodge/Steele/Waseca)	76,195	25.0%	\$36,187	\$34,327	\$1,860	5%
Mower	40,062	13.1%	\$19,027	\$18,049	\$978	5%
Wabasha	21,627	7.1%	\$10,271	\$9,743	\$528	5%
Winona	50,484	16.6%	\$23,976	\$22,744	\$1,232	5%
Total	304,656	100%	\$144,689	\$137,253	\$7,436	5%



*US Census 7/1/2019 population estimates (<http://www.census.gov/quickfacts/table>)

**HOUSTON COUNTY
AGENDA REQUEST FORM
December 14, 2021**

Date Submitted: 12.09.2021

By: Tess Kruger, HRD/Facilities Mgr.

ACTION REQUEST

- **Consiser hiring Martin Herrick as a probationary Environmental Services Director, D61 (exempt) Step 4 effective 12/20/2021**
- **Consider approval of the Summit proposal for the replacement of the existing fire alarm panel, smoke detectors, heat detectors, horn strobes, and pull stations and the associated Inspection Service Agreement.**

APPOINTMENT REQUEST

Closed Session

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](#).

HR CONSENT AGENDA REQUEST

- **Consider renewing of the Professional Services Agreement and Addendum with the Community and Economic Development Associates (CEDA) for years 2022 and 2023. (The revised agreement includes a 2% increase in rates for services for each year.)**
- **Consider renewing the AVI Courtroom Support contract for 2022 (Court's technology maintenance/support)**

Public Health & Human Services

- **Consider hiring Tricia Laganriere-Sand, as a probationary Child Protection Social Worker, C41 Step 4 (non-exempt), effective 12/27/2021 conditioned upon successful completion of a background check**

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

Retail Sales Agreement



AVI Systems Inc., 9675 W 76th St Eden Prairie, MN, 55344 | Phone: (952)949-3700, Fax: (952)949-6000

Proposal Number: 1054495

Prepared For: Houston County Auditor

Attn: Darlene Larson

Proposal Date: April 14, 2021

Support Contract Renewal 2021/2022

Prepared By: Renea Dalton

Phone: (952)949-6040

Email: renea.dalton@avisystems.com

BILL TO

Attn: Darlene Larson

Houston County Auditor

306 S Marshall St Suite 2100

Caledonia, MN, 55921

Phone: (507)724-7002

Email: Darlene.Larson@courts.state.mn.us

Customer Number: HOC006

SITE

Attn: Darlene Larson

Houston County Courts

306S Marshall St Suite 2100

Caledonia, MN, 55921

Phone: (507)724-7002

Email: Darlene.Larson@courts.state.mn.us

COMMENTS

Support Contract covers Third Judicial - Houston County Rev 2; COUNTY, original project number: 941507 for dates 01/01/2022-12/31/2022

PRODUCTS AND SERVICES SUMMARY

Equipment	\$0.00
Integration	\$0.00
PRO Support	\$6,589.00
Shipping & Handling	\$0.00
Tax	\$0.00
Grand Total	\$6,589.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ON ACCOUNT. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

SERVICES TO BE PROVIDED

CUSTOMER CARE

CUSTOMER CARE SERVICES TO BE PROVIDED

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in Definitions, for covered Systems.

Customer Care Entitlement Matrix					
Entitlement	Definition	System Support	Unified Communications	Digital Media	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Included	Included	Remote initiation within two (2) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Included	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Not Included	Not Included	Onsite response within eight (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include Consumables or Obsolete Equipment.	Included	Included	Included	Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	Included	Included	
System Training	AVI Systems conducts user training to cover operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separate from this agreement.	Included	Not Included	Not Included	Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included	Not Included	Not Included	Two (2) System Health Checks per year, scheduled at least one (1) week in advance
Asset Management	AVI Systems tracks asset information for Systems.	Included	Included	Included	

CUSTOMER CARE DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Priority Support – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client location is beyond 60 miles of an AVI Systems Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Loaner Equipment – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Best Effort – Means AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

Advanced Parts Replacement - Provides for recycling of equipment covered in a system or consumables with no additional fees. Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

PRODUCTS AND SERVICES DETAIL

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1.0000	\$6,589.00	\$6,589.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

- 1. Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
- 2. Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
- 3. Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI's know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal Regulations.
- 4. Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.
- 5. Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
- 6. Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI
- 7. Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
- 8. Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.
- 9. Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.
- 10. General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN. AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. Indemnification – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. Limitation of Remedies for Equipment – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

19. Confidentiality. The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

20. Nonsolicitation - To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

21. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

22. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.



HOUSTON COUNTY CEDA

Professional Services Agreement

THIS CONTRACT, and amendments and supplements thereto, is between the COUNTY of Houston, acting through its Board of Commissioners, (hereinafter COUNTY), and Community and Economic Development Associates, a Minnesota nonprofit corporation exempt from income tax as an organization operated for charitable purposes with the meaning of I.R.C. section, 501(c)(3) (hereinafter CONTRACTOR).

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

WHEREAS, COUNTY is in need of professional economic development services to assist the County Board in fostering a durable local economy through a wide range of planning and development initiatives.

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be **effective on January 1, 2022** or upon the date the final required signature is obtained by COUNTY, whichever occurs later, and shall remain in effect **through December 31, 2023**. 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 DUTIES.** The CONTRACTOR will provide a wide range of professional economic development services. The CONTRACTOR will provide 1,248 hours of services per calendar year to develop strategic measures to leverage public and private resources to foster economic innovation and advance the economic advantage of County business and industry including but not limited to:
 - Identifying potential economic opportunities that through a wide range of innovative collaborations and provide the Board with an assessment of the potential impact of proposed initiatives
 - Identify grant funding opportunities

- Provide loan packaging services for COUNTY'S business assistance programs
- Administer local, regional, and state revolving loan funds, as necessary
- Review/update the COUNTY's Economic Development Work Plan
- Plan, facilitate, and/or conduct the COUNTY's community and business development projects, including as necessary, staffing those projects in consultation with and as directed by the COUNTY:
 - Seek municipal involvement
 - Foster relationships and partnerships to enhance meeting the COUNTY'S goals
 - Prepare economic development guidelines
 - Promote the use of local assets to support and promote businesses and value-added processes
 - Provide direction and oversight to *The Bluff County's Collaborative and Driftless Grown*
- Develop and/or assist with local surveys
- Assist with COUNTY's economic development marketing efforts, including coordinating efforts with the COUNTY web-site development
- Develop and coordinate and host COUNTY economic development forums

III. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by COUNTY as follows:

1. Compensation for Year 2022 will be SIXTY-ONE THOUSAND, FOUR-HUNDRED EIGHTY-SEVEN dollars and 64/100 (\$61,487.64) for professional services; commencing on January 1, 2022 or upon the date the final required signature is obtained by COUNTY whichever is later. The charge for services described in section II above, for year 2023 will increase by 2% to SIXTY-TWO THOUSAND, SEVEN-SEVENTEEN dollars and 39/100 (\$62,717.39).
2. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the CONTRACTOR in performance of this contract in an amount not to exceed ZERO DOLLARS, (\$0.00).

The CONTRACTOR shall not be reimbursed for travel and subsistence expenses incurred unless it receives prior written approval for such travel from COUNTY'S authorized representative.

B. Terms of Payment

Payment shall be made by COUNTY promptly after the CONTRACTOR'S presentation of invoices by the 10th of each month for the preceding four weeks of professional services performed and acceptance of such services by COUNTY'S Authorized Representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of, as determined at the sole discretion of its, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. 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. Invoices shall be presented by CONTRACTOR on the first of the month following the month of services.

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: Theresa Arrick-Kruger
Address: 304 South Marshall Street
Caledonia, MN 55921
Telephone: (507)725-5822
E-Mail: Theresa.arrick-kruger@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: Ron Zeigler
Address: 1500 South Highway 52
P.O. Box 483
Chatfield, MN 55923
Telephone: (507) 867-3164
E-Mail: ron.zeigler@cedausa.com

V. CANCELLATION AND TERMINATION

This contract may be canceled by COUNTY or the CONTRACTOR at any time, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

VI. ASSIGNMENT

The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of COUNTY.

VII. LIABILITY

The CONTRACTOR shall indemnify, save, and hold COUNTY, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by COUNTY, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for COUNTY'S failure to fulfill its obligations pursuant to this contract.

VIII. INDEPENDENT CONTRACTOR

It is understood and agreed by and between the parties to this Agreement that nothing herein is intended or should be construed in any manner as creating or establishing the relationship of principle-agent, partners, joint ventures, or associates between the parties, or as constituting Contractor as the employee of County for any purpose or in any manner whatsoever. Contractor is to be, and shall remain, an independent contractor with respect to any and all work performed under this Agreement.

IX. 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.

X. INSURANCE REQUIREMENTS

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

- Comprehensive General Liability - \$1million minimum per occurrence
- Excess Liability Coverage - \$2 million over the general and automobile coverage.
- 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 A.

IX. PUBLICITY

Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the CONTRACTOR or its employees individually or jointly with others, or any subcontractors shall identify COUNTY as the sponsoring agency and shall not be released prior to receiving the approval of COUNTY'S authorized representative.

X. NON-DISCRIMINATION, MINNESOTA STATUTE §181.59.

The Contractor will comply with the provisions of Minnesota Statute §181.59 which require:

Every contract for or on behalf of the COUNTY, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) that, in the hiring of common

or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

XI. DATA DISCLOSURE

The CONTRACTOR is required to provide either a social security number, or a federal taxpayer 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.

XI. GOVERNMENT DATA PRACTICES ACT

The CONTRACTOR and COUNTY must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, 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.

XIII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

The CONTRACTOR represents and warrants that MATERIALS produced or used under this contract do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted law, COUNTY at the CONTRACTOR'S expense from any action or claim brought against COUNTY to the extent that it is based on a claim that all, or part of the materials, infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises, or in the CONTRACTOR'S or COUNTY'S opinion is likely to arise, the CONTRACTOR shall, at COUNTY'S discretion, either procure for COUNTY the right or license to continue using the MATERIALS at issue

or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

XIV. JURISDICTION AND VENUE

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

XV. AMENDMENTS

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

XVI. STATE AUDITS

The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by COUNTY and the Legislative Auditor for a minimum of six (6) years from the end of the contract.

XVII. SURVIVAL OF TERMS. The following clauses survive the expiration, cancellation or termination of this contract: VII., Liability; IX., Publicity; XI., Data Disclosure; XII., Government Data Practices Act; XIII., Ownership Of Materials and Intellectual Property Rights; XIV., Jurisdiction and Venue; and XVI., State Audits.


THIS SPACE INTENTIONALLY BLANK

SIGNATURE PAGE TO FOLLOW

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

APPROVED:

CONTRACTOR:

For Community and Economic Development Associates, by 
Ron Zeigler
Title: CEO/ President
Date: December 7 ,2021

HOUSTON COUNTY

For Houston County, by
Robert Burns
Title: Houston County Board Chair
Date: December ,2021

For Houston County, by
Theressa Arrick-Kruger
Title: Human Resources Director
Date: December ,2021

APPROVED AS TO FORM AND EXECUTION:

By
Samuel Jandt
Title: Houston County Attorney
Date: December ,2021

EXHIBIT A

ACORD CERTIFICATE OF LIABILITY



HOUSTON COUNTY CEDA

Addendum to Professional Services Agreement

This addendum (hereinafter ADDENDUM) is made by and between the County of Houston, acting through its Board of Commissioners, (hereinafter COUNTY), and Community and Economic Development Associates, a Minnesota nonprofit corporation (hereinafter CONTRACTOR), parties to an agreement dated December 14, 2021 and effective January 1, 2022 through December 31, 2023, (hereinafter AGREEMENT). The AGREEMENT is modified as follows:


1. **TERM OF ADDENDUM.** This ADDENDUM is effective on January 1, 2022 and shall remain in effect through December 30, 2022. The CONTRACTOR understands that no work should begin under this ADDENDUM until all required signatures have been obtained and the CONTRACTOR is notified to begin work by COUNTY's authorized representative.
2. **CONTRACTOR'S DUTIES.** The CONTRACTOR will provide an eight (8) hours of services per week (416 hours total) during the term of this ADDENDUM to assist the COUNTY as Clerk to the County Board of Commissioners. The scope of work includes:
 - Attend Board Tuesday morning meetings and work sessions
 - Maintain an accurate record of official board proceeding and preservation of documents
 - Draft Board agendas in coordination with Department Heads and the Board Chairperson; distribute board agenda packets to Commissioners; submit agenda supportive documents and to IT for posting
 - Draft Board communications; gather information as may be necessary
 - Manage Board public notice postings
 - Develop/maintain Board of Commissioners Board's 2022 and 2023 calendar
3. **CONSIDERATION.** Compensation for Year 2022 will be TWENTY-THOUSAND, FOUR-HUNDRED NINETY-FOUR dollars and 66/100 (\$20,494.66). The charge for services described in section 2. above, for year 2023 will increase by 2% to TWENTY-THOUSAND, NINE-HUNDRED FOUR dollars and 55/100 (\$20,904.55) for the services described in herein.

4. Except as set forth in this ADDENDUM, the AGREEMENT is unaffected and all provisions and terms shall remain in full force and effect. Any conflicts of terms between this ADDENDUM and the AGREEMENT, the terms of this ADDENDUM shall prevail.

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

APPROVED:

CONTRACTOR:

For Community and Economic Development Associates, by 
Ron Zeigler
Title: CEO/ President
Date: December 7, 2021

HOUSTON COUNTY

For Houston County, by
Robert Burns
Title: Houston County Board Chair
Date: December , 2021

For Houston County, by
Theressa Arrick-Kruger
Title: Human Resources Director
Date: December ,2021

APPROVED AS TO FORM AND EXECUTION:

By
Samuel Jandt
Title: Houston County Attorney
Date: December , 2022

HOUSTON COUNTY AGENDA REQUEST FORM

Date Submitted: 12.14.21

By: Donna Trehus, Auditor/Treasurer

CONSENT AGENDA REQUEST: Adopt Resolution 21-59 to support and opt in to the multistate settlements with McKesson, Cardinal Health, and AmerisourceBergen, and with Johnson & Johnson and to authorize county staff to execute all necessary documents to ensure County participation in the multistate settlements, including the Participation Agreement and accompanying Release, and in the State-Subdivision Agreement; and supports the amending of Minn. Stat. § 256.043, subd. 3(d), to remove a provision which would appropriate approximately 50 percent of the state's settlement allocation to county social service agencies via the existing Opiate Epidemic Response Fund distribution mechanism for statutorily-prescribed use(s).

ACTION ITEM:

Reviewed by:

☐ HR Director

☒ Finance Director

☐ IS Director

☒ County Attorney

☐ Environmental Svcs

County
Sheriff

County
Engineer

☒ PHHS
Other
(indicate
dept)

Auditor/Treasurer

Recommendation:

Decision:

RESOLUTION 21-59

Authorizing county staff to execute all necessary documents to ensure County participation in the multistate settlements relating to opioid distributors and manufacturers, and in the Minnesota Opioids State-Subdivision Memorandum of Agreement, and declaring support for an amendment to Minn. Stat. § 256.043, subd. 3(d).

WHEREAS, the State of Minnesota and numerous Minnesota cities and counties are engaged in nationwide civil litigation against manufacturers and distributors of prescription opioids related to the opioid crisis; and

WHEREAS, the Minnesota Attorney General has signed on to multistate settlement agreements with several pharmaceutical distributors, McKesson, Cardinal Health, and AmerisourceBergen, as well as opioid manufacturer Johnson & Johnson, but those settlement agreements are still subject to sign-on by local governments and final agreement by the companies and approval by the courts; and

WHEREAS, there is a deadline of January 2, 2022, for a sufficient threshold of Minnesota cities and counties to sign on to the above-referenced multistate settlement agreements, and failure to timely sign on may diminish the amount of funds received by not only that city or county but by all Minnesota cities and counties from the settlement funds; and

WHEREAS, representatives of Minnesota's local governments, the Office of the Attorney General, and the State of Minnesota have reached agreement on the intrastate allocation of these settlement funds between the State, and the counties and cities, as well as the permissible uses of these funds, which will be memorialized in the Minnesota Opioids State-Subdivision Memorandum of Agreement (the "State-Subdivision Agreement"); and

WHEREAS, during negotiations of the State-Subdivision Agreement, representatives of Minnesota's counties prioritized flexibility in how local governments may use settlement funds for opioids abatement and remediation and advocated for counties to receive settlement allocations directly rather than using the distribution mechanism detailed in Minn. Stat. § 256.043, subd. 3(d); and

WHEREAS, in order to achieve the goals of flexibility and direct allocation, Minn. Stat. § 256.043, subd. 3(d), must be amended to remove a provision which would otherwise appropriate approximately 50 percent of the state's settlement allocation to county social service agencies for statutorily-prescribed use(s); and

WHEREAS, the State-Subdivision Agreement creates an opportunity for local governments and the State to work collaboratively on a unified vision to deliver a robust abatement and remediation plan to address the opioid crisis in Minnesota; now, therefore,

BE IT RESOLVED, Houston County supports and agrees to the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, Houston County supports and opts in to the multistate settlements with McKesson, Cardinal Health, and AmerisourceBergen, and with Johnson & Johnson; and

BE IT FURTHER RESOLVED, Houston County authorizes county staff to execute all necessary documents to ensure County participation in the multistate settlements, including the Participation Agreement and accompanying Release, and in the State-Subdivision Agreement; and

BE IT FURTHER RESOLVED, Houston County, supports the amending of Minn. Stat. § 256.043, subd. 3(d), to remove a provision which would appropriate approximately 50 percent of the state's settlement allocation to county social service agencies via the existing Opiate Epidemic Response Fund distribution mechanism for statutorily-prescribed use(s).

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Donna Trehus, do hereby certify that the above is true and correct copy of a resolution adopted by the Houston County Board of Commissioners at the session dated December 14, 2021.

WITNESS my hand and the seal of my office this 14th day of December 2021.

Donna Trehus, Auditor-Treasurer

Resolution No. 21-58
Houston County
Board of County Commissioners
Review of Proposed State Land Acquisition

In accordance with; Minnesota Statutes 84.944, Subd. 3, 97A.145, Subd. 2, and 97C.02 the Commissioner of the Department of Natural Resources on 12/14/2021 provided the county board with a description of lands to be acquired by the State of Minnesota for Wildlife Management Area purposes.

Lands to be acquired are described as follows:

That part of the Southeast Quarter of the Northwest Quarter of Section 36, Township 104 North, Range 5 West, Houston County, Minnesota, lying southerly of the center line of County State Aid Highway Number 21.

This is a preliminary version of the legal description. This description is intended to generally describe the property in the proposed transaction. However, the final legal description is subject to change for reasons including but not limited to correcting errors, ensuring accuracy, and/or after property surveying.

Subject to easements, reservations, and restrictions, if any, of record.
Containing 36.57, more or less.

IT IS HEREBY RESOLVED, by the Board of County Commissioners of Houston on Enter date here that the State's proposed acquisition of the attached described property be

☐ Approved

☐ Disapproved. If so, state reason(s) for disapproval: Enter reason(s) here.

This resolution was presented by Commissioner Commissioner Full Name, seconded by Commissioner Commissioner Full Name and upon vote was duly adopted.

I, Name of County Auditor, County Auditor of the County of Houston,

State of Minnesota, certify that the foregoing resolution is a true and correct excerpt of the minutes of the Board of County Commissioners, County of Houston, State of Minnesota held at address/location, Minnesota, on the Day day of Month, Year.

Enter name of County Auditor (signature)

County of Houston
State of Minnesota

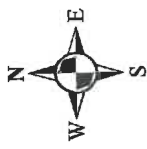
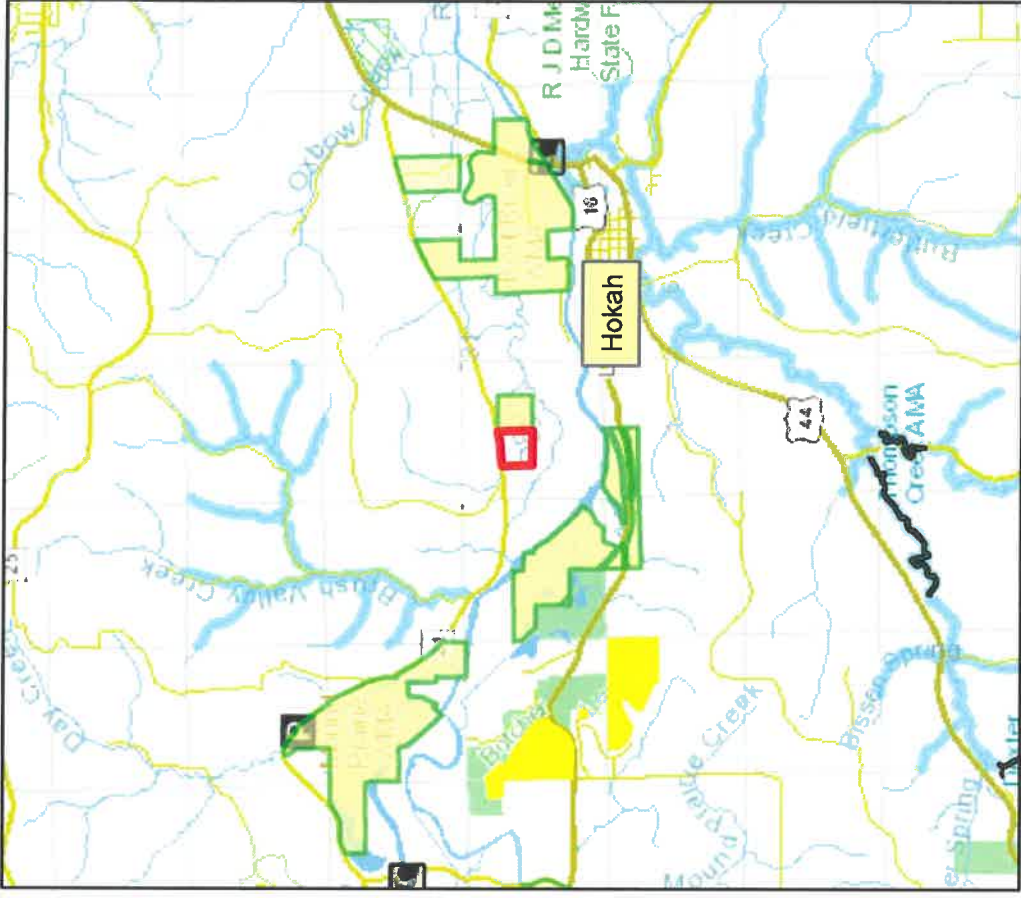
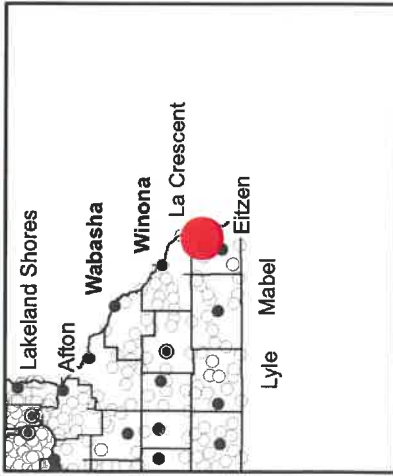
Root River WMA Tract 15

- ~36.75 acres located in Hokah Township in Root River floodplain
- No row cropping-too wet, persistent issues with flooding out.
- Willing seller
- Contacted Township-Township has no concerns with sale and transfer to the state
- Payment in lieu of taxes est. \$981.75/year.
 - Previous taxes (for entire parcel of 74 acres with homesite-state is only acquiring 36.8 acres of unbuilt land, owner is retaining remaining acreage and the homesite)
 - 2021-\$1,786
 - 2020-\$1,472
 - 2019-\$1,396
- Sales of lands within the floodplain of the Root River were previously approved by the County Board for acquisition in 2001 through a blanket approval resolution to facilitate floodplain reconnection, wetland restoration, and wildlife habitat management after severe flooding. Due to the length of time that has passed, we are seeking a new resolution to approve the acquisition of this parcel. Previous resolution is attached.

ROOT RIVER WMA TRACT 15 (WVIA), T. 104, R. 03, S. 36, Tract 15, Hokah Township, Houston County, ~36.7 Acres



- Root River WMA Tract 15
- State WMA Boundaries
- NRCS Easements
- TNC Lands
- State AMAs
- State SNAs



Note: This map shows the approximate relative location of property boundaries and other features but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

Houston County Fair

Houston county Fair <houstoncountyfair@rocketmail.com>

Wed 12/8/2021 1:54 PM

To: Houston County BOC <BOC@co.houston.mn.us>;

 2 attachments (2 MB)

2021 Balance.pdf; 2021 Profit - Loss.pdf;

***** HOUSTON COUNTY SECURITY NOTICE *****

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact HelpDesk.

Hello Commissioners,

The Houston County Agricultural Society/ Fair Board would like to be on the agenda on December 14th to share our financials for 2021 and requesting the additional \$4,000. I am attaching the Balance sheet and the Profit and Loss for 2021.

I will be there at 9 am unless you do not need me until a bit later. Please advise that you received this email and have us on the agenda for December 14th.

Thank you!

Emily Johnson, Fair Manager

Houston County Fair

PO Box 91

Caledonia, MN 55921

507-725-3397

email: houstoncountyfair@rocketmail.com

Website: www.houstoncountyfair.com

Houston County Agricultural Society
Balance Sheet
As of September 30, 2021

	Sep 30, 21
ASSETS	
Current Assets	
Checking/Savings	
100 · General Checking- Merchants	12,224.02
101 · General Savings- Fundraising	51.42
102 · Livestock Building - Merchants	42,267.79
Total Checking/Savings	54,543.23
Accounts Receivable	
1200 · Accounts Receivable	1,200.00
Total Accounts Receivable	1,200.00
Other Current Assets	
110 · Premiums Clearing	-3,757.25
Total Other Current Assets	-3,757.25
Total Current Assets	51,985.98
Fixed Assets	
120 · Land	29,706.00
121 · Building & Equipment	772,116.73
121.1 · New Livestock Building	210,974.19
122 · Other Assets	19,542.99
123 · Accumulated Depreciation	-521,038.00
Total Fixed Assets	511,301.91
TOTAL ASSETS	563,287.89
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
245 · Federal UBI Taxes Payable	-4,050.00
246 · MN UBI Taxes Payable	-2,000.00
Total Other Current Liabilities	-6,050.00
Total Current Liabilities	-6,050.00
Long Term Liabilities	
3100 · John Deere Financial- Mower Loa	11,454.13
Total Long Term Liabilities	11,454.13
Total Liabilities	5,404.13
Equity	
32000 · Unrestricted Net Assets	533,232.74
Net Income	24,651.02
Total Equity	557,883.76
TOTAL LIABILITIES & EQUITY	563,287.89

Houston County Agricultural Society

Profit & Loss

October 2020 through September 2021

	Oct '20 - Sep 21
Ordinary Income/Expense	
Income	
400 · Sales	
400.1 · T-Shirt Sales	560.00
Total 400 · Sales	560.00
412 · Misc Income	
412.4 · Talent Contest	20.00
412.6 · MCIT Dividend	0.00
412 · Misc Income - Other	188.00
Total 412 · Misc Income	208.00
413 · Open Class Registration	2,219.00
414 · Membership Dues	636.00
415 · Rental Income	
415.1 · Horse Arena Rental	680.00
415.2 · Grounds Rental	1,080.00
415 · Rental Income - Other	1,380.00
Total 415 · Rental Income	3,140.00
416 · Building/ Storage Rental (UBIT)	30,032.00
417 · Memorial Income	250.00
420 · Sponsorships	
420.1 · Queen Sponsorship	375.00
Total 420 · Sponsorships	375.00
422 · Donations	
422.1 · Thrivent Choice Dollars	475.00
422.2 · Township Donations	11,800.00
422.3 · Donations- Livestock Building	13,100.00
422.4 · General Donations	22,090.00
422.5 · Amazon Smile	10.83
Total 422 · Donations	47,475.83
424 · County Aid	24,000.00
426 · Grant Income	
426.1 · Department of Ag	25,525.74
426.2 · Compeer	2,900.00
Total 426 · Grant Income	28,425.74
429 · 4-H Stalling	1,762.00
431 · Grandstand Admission Income	
431.1 · Demo Derby	30,881.00
431.6 · Tuff Trucks	3,010.00
431.7 · Thursday Concert	3,625.00
431.8 · Friday Concert	13,660.00
Total 431 · Grandstand Admission Income	51,176.00
432 · Parking Receipts	4,826.00
433 · Commercial/Booth Rental	2,995.00
434 · Food Vendor Rental	6,529.67
435 · Carnival Ticket Sales	
435.1 · Pre Sale Carnival Tickets	1,320.00
435 · Carnival Ticket Sales - Other	10,270.00
Total 435 · Carnival Ticket Sales	11,590.00
436 · Beer Tent Sales	
436.1 · Beer Sales	29,484.00
Total 436 · Beer Tent Sales	29,484.00

Houston County Agricultural Society

Profit & Loss

October 2020 through September 2021

	Oct '20 - Sep 21
439 · Interest Income	42.32
440 · Expense Reimbursement	4,550.75
49900 · Uncategorized Income	2.39
Total Income	250,279.70
Expense	
712 · Misc. Fair Expenses	
712.2 · T-Shirt Expense	149.05
712.3 · Kid Power Pedal Tractor Pull	377.50
712.4 · Horse Pull Expense	800.00
712.5 · Kid's Day Expense	151.39
712.6 · Arts Tent Entertainment	6,970.00
712.7 · Entertainment Tent	1,700.00
Total 712 · Misc. Fair Expenses	10,147.94
713 · Grandstand Expenses	
713.1 · Demo Derby	17,506.08
713.2 · Tuff Trucks	206.08
713.7 · Soccer Club- Gates	500.00
713.8 · Thursday Concert	16,091.34
713.9 · Friday Concert	28,751.83
Total 713 · Grandstand Expenses	63,055.33
717 · Bank Fees	30.00
721 · Grant Expense	19,434.46
723 · Carnival Expense	18,473.39
724 · Superintendent Fees	900.00
725 · Parking/Security	
725.1 · Parking	0.00
725.2 · Security	1,484.00
Total 725 · Parking/Security	1,484.00
726 · Garbage/Cleanup	
726.1 · Richard's Sanitation- Garbage	3,479.97
726.2 · Caledonia Football Club-Cleanup	1,000.00
Total 726 · Garbage/Cleanup	4,479.97
727 · Beer Tent Expense	
727.1 · Licensing- Pop & Beer	60.00
727.2 · Dram Insurance	1,391.04
727.3 · Pop/Beer Purchases	9,437.90
727.4 · Beer Tickets	320.68
Total 727 · Beer Tent Expense	11,209.62
728 · Advertising/Promotions	
728.2 · Fair Advertising/Signage	1,083.50
728.3 · Fair Advertising/Radio	5,625.00
728.4 · Fair Advertising/Newspaper	1,700.52
728.5 · Fair Advertising/Parades	1,933.93
728.7 · Annual Notices	392.02
Total 728 · Advertising/Promotions	10,734.97
729 · Premiums - Prior Year Uncashed	
729.1 · 4-H Premium-Cash Payout	3,766.50
729.2 · Open Class Premiums- Cash Payout	3,155.00
729 · Premiums - Prior Year Uncashed - Other	-545.77
Total 729 · Premiums - Prior Year Uncashed	6,375.73

Houston County Agricultural Society

Profit & Loss

October 2020 through September 2021

	Oct '20 - Sep 21
730 · Awards	
730.1 · Ribbons and Stickers	1,287.66
730.2 · Contest Awards- Cash	930.00
730.3 · Trophies/Plaques	1,037.50
730.4 · Misc Awards	137.22
Total 730 · Awards	3,392.38
731 · Judging	
731.1 · 4-H Judging	4,639.67
731.2 · Open Class Judging	485.55
Total 731 · Judging	5,125.22
732 · Fair Administration	
732.2 · Office Supplies	2,773.97
732.4 · Membership Dues	690.00
732.5 · Paper Storage Fee	300.00
732.6 · Memorials	56.10
Total 732 · Fair Administration	3,820.07
734 · Repairs & Maintenance	
734.1 · Building	10,771.88
734.2 · Equipment	3,449.75
734.3 · Repair and Maintance- Grounds	2,108.32
734.4 · Sound Equipment	359.97
Total 734 · Repairs & Maintenance	16,689.92
735 · Fuel	1,693.86
736 · Utilities	10,795.44
737 · Telephone	722.58
739 · Accounting and Tax Prep Service	1,097.00
741 · Contract Labor	
741.1 · Groundskeeper	6,683.00
741.2 · Officers or Administration	4,000.00
741.3 · Commission	3,325.30
Total 741 · Contract Labor	14,008.30
742 · Miscellaneous Expense	
742.1 · Fair Start Up Cash	0.00
742.2 · General Fair Expense	4,581.99
Total 742 · Miscellaneous Expense	4,581.99
745 · Federal 990T Tax Paid	9,013.51
746 · MN UBIT	1,047.00
747 · Insurance Expense	7,100.00
748 · Sales Tax Expense	216.00
Total Expense	225,628.68
Net Ordinary Income	24,651.02
Net Income	24,651.02

**HOUSTON COUNTY
AGENDA REQUEST FORM
December 7, 2021**

Date Submitted: 11/19/2021

By: Brian Swedberg, Chief Deputy

ACTION REQUEST:

- **The Farm to Table Event donated \$1,000.00 to Sheriff's Office to use for Sheriff's Office needs.**
- **Houston County K9 Foundation Inc. donated \$1,500.00 for K9 lease.**
- **Houston County K9 Foundation Inc. donated \$2,571.75 for new K9 squad car cage.**

CONSENT AGENDA REQUEST:

NONE

Reviewed by:

____ **HR Director**

____ **x**

County

Sheriff

____ **Finance Director**

County

Engineer

____ **IS Director**

PHHS

Other

(indicate

dept)

____ **County Attorney**

____ **Environmental Svcs**

Recommendation:

Decision:

Houston County Agenda Request Form

Date Submitted: December 3, 2021 **Board Date:** December 14, 2021

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

The door between the break room and parts & mechanic repair area did not have a door closure mechanism included within the original plans. It is critical that this door remains closed completely at all times to meet building code requirements. Change Order #34 is to purchase and install a door closure.

Attachments/Documentation for the Board's Review:

Change Order Request #34

Justification:

Required in order to make sure building is operated within complainance with building codes.

Action Requested:

Approved Change Order Request #34

For County Use Only			
<u>Reviewed by:</u>	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> County Auditor	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> County Attorney	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> Zoning Administrator
	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> Finance Director	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> County Engineer	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> Environmental Services
	<div style="border-bottom: 1px solid black; display: inline-block; width: 80%;"></div> IS Director	<div style="border-bottom: 1px solid black; display: inline-block; width: 100%;"></div> Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

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



CHANGE ORDER REQUEST #34

Project Name: Houston County Hwy Department

Job # 220193

Date: 11/30/2021

DESCRIPTION OF WORK TO BE DONE:

Add door closer to door 124.3.

	Sub Quote	Labor Total	Tax Exempt Material Total	Equipment Total	Total Cost
Wieser Brothers		\$242.50	\$390.00	\$57.40	\$689.90
					\$0.00
Subtotal	\$0.00	\$242.50	\$390.00	\$57.40	
Subtotal					\$689.90
Contractor's Fee					\$68.99
Total for Change Order					\$758.89

Approval: _____

Date: _____



HOUSTON COUNTY

304 South Marshal Street
Caledonia, MN 55921
TEL (507) 725-5827

2022 Board Meeting Schedule

31 Dec(21)	<i>New Year's Day (Emp. Holiday)</i>	4 Jul	<i>Independence Day (Emp. Holiday)</i>
4 Jan	09:00 Full Board Meeting	5 Jul	09:00 Full Board Meeting
11 Jan	09:00 Full Board Meeting	12 Jul	09:00 Full Board Meeting
17 Jan	<i>ML King Day (Employee Holiday)</i>	19 Jul	09:00 Workgroup Session
18 Jan	09:00 Workgroup Session	26 Jul	09:00 Full Board Meeting
25 Jan	09:00 Full Board Meeting	2 Aug	09:00 Full Board Meeting
1 Feb	09:00 Full Board Meeting	9 Aug	09:00 Full Board Meeting
8 Feb	09:00 Full Board Meeting	16 Aug	09:00 Workgroup Session
15 Feb	09:00 Workgroup Session	23 Aug	09:00 Full Board Meeting
21 Feb	<i>President's Day (Employee Holiday)</i>	30 Aug	No Meeting
TBA Feb	AMC Legislative Conference	5 Sep	<i>Labor Day (Employee Holiday)</i>
22 Feb	09:00 Full Board Meeting	6 Sep	09:00 Full Board Meeting
1 Mar	09:00 Full Board Meeting	13 Sep	09:00 Full Board Meeting
8 Mar	09:00 Full Board Meeting	20 Sep	09:00 Workgroup Session
15 Mar	09:00 Workgroup Session	27 Sep	09:00 Full Board Meeting
22 Mar	09:00 Full Board Meeting	4 Oct	09:00 Full Board Meeting
29 Mar	No Meeting	11 Oct	09:00 Full Board Meeting
5 Apr	09:00 Full Board Meeting	18 Oct	09:00 Workgroup Session
12 Apr	09:00 Full Board Meeting	25 Oct	09:00 Full Board Meeting
15 Apr	<i>Spring Holiday (Employee Holiday)</i>	1 Nov	09:00 Full Board Meeting
19 Apr	09:00 Workgroup Session	8 Nov	09:00 Full Board Meeting
26 Apr	09:00 Full Board Meeting	11 Nov	<i>Veteran's Day (Employee Holiday)</i>
3 May	09:00 Full Board Meeting	15 Nov	09:00 Workgroup Session
10 May	09:00 Full Board Meeting	22 Nov	09:00 Full Board Meeting
17 May	09:00 Workgroup Session	24-25 Nov	<i>Thanksgiving Day (Emp. Holiday)</i>
24 May	09:00 Full Board Meeting	29 Nov	No Meeting
30 May	<i>Memorial Day (Employee Holiday)</i>	6 Dec	No Meeting
31 May	No Meeting	5-7 Dec	AMC Conf. (TBD)
7 Jun	09:00 Full Board Meeting	13 Dec	09:00 Full Board Meeting
14 Jun	09:00 Full Board Meeting	20 Dec	09:00 Full Board Meeting
21 Jun	09:00 Workgroup Session	23-26 Dec	<i>Christmas Eve/Day (Emp. Holiday)</i>
28 Jun	09:00 Full Board Meeting	27 Dec	No Meeting

Full Board Meetings occur in the County Board Meeting Room, 2nd floor, Historic Courthouse Building, Caledonia, MN. Agenda, board packets, and minutes are stored at the Historic Courthouse Building and shared on the Houston County website, as are video recordings, when available.

The County Board conducts workgroup sessions to receive information from staff or outside agencies regarding current or upcoming issues or projects in advance of requests to take formal action. The County Board does not take formal action during workgroup meetings. The County Board will normally hold workgroup sessions at 09:00 in Rm. 219 of the Historic Courthouse Building, Caledonia, MN, but may move to other locations and times, as appropriate. If changed, the County will announce the changed time and location during the preceding full board meeting and reflect the change in the published agenda for said meeting. These meetings are not video recorded, but agenda and minutes will be available via the county website.

**HOUSTON COUNTY
AGENDA REQUEST FORM
December 14, 2021**

Date Submitted: December 9, 2021

By: Carol Lapham

Action item:

Request approval of 2021 PH&HS budget amendments. These changes reflect the line item increases/decreases in payroll due to the 2021 labor contract settlements. A lump sum change had previously been provided to the Board.

Action item:

Approve MOA with UofM for providing Extension programs locally and employing Extension Staff. This MOA covers the AFNR (Ag) and 4-H Youth Development Extension Educators. Also consider approving the MOA addendum that covers a Program Intern. Due to budget reduction requests it was offered to forego the Program Intern substituting a Program Coordinator (i.e. fair support) with a 2022 cost savings of \$2,160 - \$2,940

Action item:

Due to conflicts within the County, authorization is requested to expend funds to investigate 3 complaints that have been filed with the County Attorney's Office.

Action item:

Approve disbursing a \$40,000 appropriation of ARPA funds to CCWSCD to support clean water efforts by the district.

Reviewed by:

_____ **HR Director**

_____ **Finance Director**

_____ **IS Director**

 X **County Attorney**

_____ **Environmental Svcs**

County

Sheriff

County

Engineer

 X **PHHS**

Other

(indicate

dept)

 Extension

Recommendation:

Decision:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2021 BUDGET	2021 AMENDMENT	2021 AMENDED BUDGET
PAYROLL - CONTRACT SETTLEMENT				
11-420-600-4801-6105	WAGES & SALARIES	453,958	42,527	496,485
11-420-600-4801-6151	GROUP INSURANCE - HOLDING	127,849	-11,606	116,243
11-420-600-4801-6152	LIFE INSURANCE	180	0	180
11-420-600-4801-6153	HSA/VEBA CONTRIBUTION	22,750	-1,750	21,000
11-420-600-4801-6161	PERA HOLDING STAFF	34,047	3,189	37,236
11-420-600-4801-6171	FICA HOLDING STAFF	28,145	2,637	30,782
11-420-600-4801-6178	MEDICARE STAFF	6,582	617	7,199
11-420-600-4805-6105	WAGES & SALARIES	180,296	6,288	186,584
11-420-600-4805-6151	GROUP INSURANCE - HEALTH & LIFE	48,232	0	48,232
11-420-600-4805-6152	LIFE INSURANCE	53	0	53
11-420-600-4805-6153	HSA/VEBA CONTRIBUTION	8,540	0	8,540
11-420-600-4805-6161	PERA ADMIN	13,522	472	13,994
11-420-600-4805-6171	FICA ADMIN	11,178	390	11,568
11-420-600-4805-6178	MEDICARE ADMIN	2,614	91	2,705
11-420-640-4800-6105	WAGES & SALARIES	182,470	8,216	190,686
11-420-640-4800-6151	GROUP INSURANCE - HEALTH & LIFE	58,121	0	58,121
11-420-640-4800-6152	LIFE INSURANCE	71	0	71
11-420-640-4800-6153	HSA/VEBA CONTRIBUTION	10,325	0	10,325
11-420-640-4800-6161	PERA STAFF	13,685	616	14,301
11-420-640-4800-6171	FICA STAFF	11,313	510	11,823
11-420-640-4800-6178	MEDICARE STAFF	2,646	119	2,765
11-430-700-4800-6105	WAGES & SALARIES	919,247	38,822	958,069
11-430-700-4800-6110	SALARIES - OVERTIME	10,000	0	10,000
11-430-700-4800-6151	GROUP INSURANCE - HEALTH & LIFE	235,365	-11,607	223,758
11-430-700-4800-6152	LIFE INSURANCE	306	0	306
11-430-700-4800-6153	HSA/VEBA CONTRIBUTION	42,000	-1,750	40,250
11-430-700-4800-6161	PERA STAFF	69,694	2,911	72,605
11-430-700-4800-6171	FICA STAFF	57,613	2,407	60,020
11-430-700-4800-6178	MEDICARE STAFF	13,474	563	14,037
11-430-700-4805-6105	WAGES & SALARIES	215,402	7,557	222,959
11-430-700-4805-6151	GROUP INSURANCE - HEALTH & LIFE	54,335	0	54,335
11-430-700-4805-6152	LIFE INSURANCE	60	0	60
11-430-700-4805-6153	HSA/VEBA CONTRIBUTION	9,643	0	9,643
11-430-700-4805-6161	PERA ADMIN	16,155	567	16,722
11-430-700-4805-6171	FICA ADMIN	13,355	468	13,823
11-430-700-4805-6178	MEDICARE ADMIN	3,123	110	3,233
11-430-765-4801-6105	WAGES & SALARIES	504,882	20,626	525,508
11-430-765-4801-6151	HEALTH INSURANCE	139,456	-23,213	116,243
11-430-765-4801-6152	LIFE INSURANCE	143	0	143
11-430-765-4801-6153	HSA/VEBA CONTRIBUTION	24,325	-3,412	20,913
11-430-765-4801-6161	PERA	37,765	1,547	39,312
11-430-765-4801-6171	SOCIAL SECURITY	31,303	1,279	32,582
11-430-765-4801-6178	MEDICARE	7,321	299	7,620
11-430-765-4805-6105	WAGES & SALARIES	12,314	1,154	13,468
11-430-765-4805-6151	HEALTH INSURANCE	6,710	-3,830	2,880
11-430-765-4805-6152	LIFE INSURANCE	6	0	6
11-430-765-4805-6153	HSA/VEBA CONTRIBUTION	1,155	-577	578
11-430-765-4805-6161	PERA	924	86	1,010
11-430-765-4805-6171	SOCIAL SECURITY	763	72	835
11-430-765-4805-6178	MEDICARE	179	16	195
11-481-450-0000-6105	WAGES & SALARIES	181,438	6,149	187,587
11-481-450-0000-6151	HEALTH INSURANCE	45,617	0	45,617
11-481-450-0000-6152	LIFE INSURANCE	49	0	49
11-481-450-0000-6153	HSA/VEBA CONTRIBUTION	8,067	1	8,068
11-481-450-0000-6161	PERA	13,608	461	14,069

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2021		2021 AMENDED
		2021 BUDGET	AMENDMENT	BUDGET
11-481-450-0000-6171	SOCIAL SECURITY	11,249	381	11,630
11-481-450-0000-6178	MEDICARE	2,631	89	2,720
11-483-460-0000-6105	WAGES & SALARIES	1,012	31	1,043
11-483-460-0000-6151	HEALTH INSURANCE	131	0	131
11-483-460-0000-6152	LIFE INSURANCE	1	0	1
11-483-460-0000-6153	HSA/VEBA CONTRIBUTION	26	0	26
11-483-460-0000-6161	PERA	76	2	78
11-483-460-0000-6171	SOCIAL SECURITY	63	2	65
11-483-460-0000-6178	MEDICARE	15	0	15
11-483-462-0000-6105	WAGES & SALARIES	1,012	31	1,043
11-483-462-0000-6151	HEALTH INSURANCE	131	-1	130
11-483-462-0000-6152	LIFE INSURANCE	1	0	1
11-483-462-0000-6153	HSA/VEBA CONTRIBUTION	26	0	26
11-483-462-0000-6161	PERA	76	2	78
11-483-462-0000-6171	SOCIAL SECURITY	63	2	65
11-483-462-0000-6178	MEDICARE	15	0	15
11-485-451-0000-6105	WAGES & SALARIES	41,967	1,677	43,644
11-485-451-0000-6151	HEALTH INSURANCE	10,896	-2,321	8,575
11-485-451-0000-6152	LIFE INSURANCE	12	0	12
11-485-451-0000-6153	HSA/VEBA CONTRIBUTION	1,934	-350	1,584
11-485-451-0000-6161	PERA	3,148	125	3,273
11-485-451-0000-6171	SOCIAL SECURITY	2,602	104	2,706
11-485-451-0000-6178	MEDICARE	609	24	633
11-485-452-0000-6105	WAGES & SALARIES	15,357	437	15,794
11-485-452-0000-6151	HEALTH INSURANCE	2,993	0	2,993
11-485-452-0000-6152	LIFE INSURANCE	4	0	4
11-485-452-0000-6153	HSA/VEBA CONTRIBUTION	543	-1	542
11-485-452-0000-6161	PERA	1,152	33	1,185
11-485-452-0000-6171	SOCIAL SECURITY	952	27	979
11-485-452-0000-6178	MEDICARE	223	6	229
11-485-456-0000-6105	WAGES & SALARIES	40,423	1,248	41,671
11-485-456-0000-6151	HEALTH INSURANCE	0	0	
11-485-456-0000-6152	LIFE INSURANCE	11	0	11
11-485-456-0000-6161	PERA	3,032	93	3,125
11-485-456-0000-6171	SOCIAL SECURITY	2,506	78	2,584
11-485-456-0000-6178	MEDICARE	586	18	604
11-485-458-0000-6105	WAGES & SALARIES	25,082	1,199	26,281
11-485-458-0000-6151	HEALTH INSURANCE	7,554	-2,321	5,233
11-485-458-0000-6152	LIFE INSURANCE	8	0	8
11-485-458-0000-6153	HSA/VEBA CONTRIBUTION	1,330	-350	980
11-485-458-0000-6161	PERA	1,881	90	1,971
11-485-458-0000-6171	SOCIAL SECURITY	1,555	74	1,629
11-485-458-0000-6178	MEDICARE	364	17	381
11-485-461-0000-6105	WAGES & SALARIES	1,119	105	1,224
11-485-461-0000-6151	HEALTH INSURANCE	610	-348	262
11-485-461-0000-6152	LIFE INSURANCE	1	0	1
11-485-461-0000-6153	HSA/VEBA CONTRIBUTION	105	-53	52
11-485-461-0000-6161	PERA	84	8	92
11-485-461-0000-6171	SOCIAL SECURITY	69	7	76
11-485-461-0000-6178	MEDICARE	16	2	18
11-485-463-0000-6105	WAGES & SALARIES	2,215	111	2,326
11-485-463-0000-6151	HEALTH INSURANCE	697	-232	465
11-485-463-0000-6152	LIFE INSURANCE	1	0	1
11-485-463-0000-6153	HSA/VEBA CONTRIBUTION	123	-35	88
11-485-463-0000-6161	PERA	166	8	174
11-485-463-0000-6171	SOCIAL SECURITY	137	7	144

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2021 BUDGET	2021 AMENDMENT	2021 AMENDED BUDGET
11-485-463-0000-6178	MEDICARE	32	2	34
11-485-467-0000-6105	WAGES & SALARIES	26,034	830	26,864
11-485-467-0000-6151	HEALTH INSURANCE	6,609	-580	6,029
11-485-467-0000-6152	LIFE INSURANCE	7	0	7
11-485-467-0000-6153	HSA/VEBA CONTRIBUTION	1,155	-88	1,067
11-485-467-0000-6161	PERA	1,953	62	2,015
11-485-467-0000-6171	SOCIAL SECURITY	1,614	52	1,666
11-485-467-0000-6178	MEDICARE	377	12	389
11-485-468-0000-6105	WAGES & SALARIES	58,030	2,082	60,112
11-485-468-0000-6151	HEALTH INSURANCE	13,062	-1,973	11,089
11-485-468-0000-6152	LIFE INSURANCE	16	0	16
11-485-468-0000-6153	HSA/VEBA CONTRIBUTION	2,354	-298	2,056
11-485-468-0000-6161	PERA	4,352	156	4,508
11-485-468-0000-6171	SOCIAL SECURITY	3,598	129	3,727
11-485-468-0000-6178	MEDICARE	841	31	872
11-485-470-0000-6105	WAGES & SALARIES	6,737	208	6,945
11-485-470-0000-6152	LIFE INSURANCE	2	0	2
11-485-470-0000-6161	PERA	505	16	521
11-485-470-0000-6171	SOCIAL SECURITY	418	12	430
11-485-470-0000-6178	MEDICARE	98	3	101
11-486-472-0000-6105	WAGES & SALARIES	20,212	624	20,836
11-486-472-0000-6152	LIFE INSURANCE	5	0	5
11-486-472-0000-6161	PERA	1,516	47	1,563
11-486-472-0000-6171	SOCIAL SECURITY	1,253	39	1,292
11-486-472-0000-6178	MEDICARE	293	9	302
11-486-475-0000-6105	WAGES & SALARIES	0	0	0
11-486-475-0000-6151	HEALTH INSURANCE	0	0	0
11-486-475-0000-6152	LIFE INSURANCE	0	0	0
11-486-475-0000-6153	HSA/VEBA CONTRIBUTION	0	0	0
11-486-475-0000-6161	PERA	0	0	0
11-486-475-0000-6171	SOCIAL SECURITY	0	0	0
11-486-475-0000-6178	MEDICARE	0	0	0
11-486-476-0000-6105	WAGES & SALARIES	0	0	0
11-486-476-0000-6151	HEALTH INSURANCE	0	0	0
11-486-476-0000-6152	LIFE INSURANCE	0	0	0
11-486-476-0000-6153	HSA/VEBA CONTRIBUTION	0	0	0
11-486-476-0000-6161	PERA	0	0	0
11-486-476-0000-6171	SOCIAL SECURITY	0	0	0
11-486-476-0000-6178	MEDICARE	0	0	0
		4,232,042	94,423	4,326,465
GRANT EXPENDITURE ADJUSTMENTS DUE TO PAYROL CHANGES				
11-485-452-0000-6411	GENERAL SUPPLIES	1,109	-503	606
11-485-468-0000-6411	GENERAL SUPPLIES	1,564	-126	1,438
11-485-470-0000-6411	GENERAL SUPPLIES	349	-240	109
11-486-472-0000-6411	GENERAL SUPPLIES	106	-65	41
		3,128	-934	2,194
REVENUE RECLASSIFICATION				
11-486-475-0000-5370	MNDH-PH-REGIONAL CICT	-20,000	20,000	0
11-486-475-0000-5492	CARES ACT - 21.019 FED - CICT	0	-20,000	-20,000
		-20,000	0	-20,000
TOTAL 2021 BUDGET AMENDMENT			93,489	

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

This Agreement (“Agreement”) between the County of Houston Minnesota (“County”) and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 (“University”) is effective January 1, 2022, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2022 and ending on December 31, 2024, unless earlier terminated as provided in paragraphs 8 and 9.

WITNESSETH:

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

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

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

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

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

1. In accordance with Minn. Stat. §38.37 County desires to augment University’s state-wide Extension programs. The programs that the County will augment are detailed in Table A below.

Table A

Program	FTE	2022 Price	FTE	2023 Price	FTE	2024 Price
Extension Educator, AFNR (Ag)	0.50	\$42,500	0.50	\$43,457	0.50	\$44,543
Extension Educator, 4-H Youth Development	1.00	\$76,949	1.00	\$78,681	1.00	\$80,648
Total	1.50	\$119,449	1.50	\$122,138	1.50	\$125,191

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

3. Based on the County's funding commitment, University will be responsible for providing salary & fringe benefits for the positions, enhanced programming from regional extension educator staff, program supervision, travel (mileage, meals, and lodging), in-service training within program area, payroll, and accounting services.

The County agrees to provide local support in the form of support staff, office space, office furnishings, telephone, computer, software, internet service,, storage space, and general office supplies. The University will recommend support staff responsibilities, technology needs and other office standards. Nevertheless, the level of availability and type of local support will be determined by the County as established in the annual budget.

4. University will bill the County on a quarterly basis and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County shall be paid in four (4) equal quarterly payments.

5. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the program with regional educators and/or temporary employees with involvement and concurrence of the County, The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees.

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

7. The University will complete an annual performance evaluation of each University Extension employee working in the County and supporting the programs identified in paragraph 1. The County Extension Committee will have the option to provide input to University on such evaluation. The

University in accordance with University personnel guidelines will determine salary adjustment of each University Extension employee.

8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.34.

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

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

If to County:	Houston County Board Houston County Government Center 304 S Marshall St Caledonia, MN 55921
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If to University:	University of Minnesota Minnesota Extension Attn: Dean Beverly Durgan 240 Coffey Hall 1420 Eckles Avenue St. Paul, MN 55108 Facsimile No.: 612-625-6227 E-mail: mnext@umn.edu
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11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

12. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

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

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

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

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

COUNTY of Houston

Regents of the University of Minnesota

BY _____
Chair, County Board of Commissioners

BY _____

DATE _____

DATE _____

Approved as to form:

BY _____
County Attorney

DATE _____

BY _____

DATE _____

ADDENDUM TO
Agreement between the University of Minnesota and Houston County
For providing Extension programs locally and employing Extension Staff

This Addendum is made to the Memorandum of Agreement (“MOA”) for providing Extension programs locally and employing Extension staff between the County of Houston, Minnesota (“County”) and Regents of the University of Minnesota, through Extension. The Addendum will remain in place for the term of the Memorandum of Agreement and will be effective as of January 1, 2022.

Program Intern

County agrees to provide the funds identified below to support the following Extension Program Interns (college students). This table is in addition to Table A in the Memorandum of Agreement.

Program Intern	2022 Price	2023 Price	2024 Price
Rate per Hour	\$15.00	\$15.34	\$15.72
Hours	300	300	300
Total	\$4500	\$4602	\$4716

Assignment of intern to AFNR and/or Youth Development Center will be determined upon budget approval.

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

The parties by their respective authorized agents or officers have executed this addendum.

COUNTY of Houston_____

Regents of the University of Minnesota

BY _____
Chair, County Extension Committee

By _____
Dean

DATE _____

DATE _____

BY _____
Chair, County Board of Commissioners

DATE _____



Proposal and Contract

Summit Companies ("Summit") makes the following proposal ("Proposal"):

Date of Proposal: 12/7/2021

Project Name: Woodland Industries
Address: 521 Old Highway Dr
Caledonia, MN 55921-1831

Submitted to: Greg Olson
Address: Houston County
Phone: 507-450-9819
Email: greg.olson@co.houston.mn.us

SCOPE OF WORK

Summit Companies (Summit) is pleased to offer this proposal to replace the existing Simplex fire alarm panel with new. This panel will be "nonproprietary" meaning anyone can perform maintenance to it, not just Simplex. We are providing a quote for a new panel, smoke detectors, heat detectors and pull stations. This system will be capable of monitoring. A separate quote for inspection and monitoring to be attached.

UL documentation to be provided to you and your insurance company.

Fire Alarm:

Material List

- (1) Fire lite Fire Panel
- (5) Pull Stations
- (8) Horn Strobes
- (1) Heat Detector
- (10) Smoke Detectors
- (1) Design
- (1) Labor
- (1) Misc.

Pricing: Equipment, Labor, Design \$6,175.00

Notes:

- All labor to be done during normal business hours.
- The price includes the equipment, all labor, freight
- 120vac dedicated branch circuit connections (panel power) provided by others
- Additional fee for any additional or unforeseen items.
- Two phone lines to fire panel by others





Completion of the Project: Summit offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in this Proposal. This Proposal shall be null and void, at Summit's option, if Summit does not receive a signed acceptance of this Proposal within 90 days. Summit reserves the right to adjust all prices based on the cost of materials at the time this Proposal is accepted by Owner, due to the volatility in the steel, electronics and other markets. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.

Parties: Summit Companies is a d/b/a of Minnesota Conway, a Minnesota corporation.

Thank you for the opportunity to provide this proposal. Please contact me at 507-780-1151 with any questions regarding this proposal.

Submitted by,
Summit Companies

Ralph Thoren
Sales Representative - Fire Life Safety

OWNER ACCEPTANCE OF PROPOSAL

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit and Owner.

OWNER:

By:

Signature

Print Name

Date



SUMMIT COMPANIES PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit and Owner by a written change order signed by Summit and Owner. Summit reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. **Limited Warranty.** All materials and labor supplied by Summit will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit in connection with Summit's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit based on Summit's standard fees and charges at the time. No other express or implied warranties are made by Summit. Summit's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. **Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit applies, Summit shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit.
6. **Access.** Owner shall allow Summit to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit personnel.
7. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Owner. Summit shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.
8. **MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**
 - (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS.
 - (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE



YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.”

9. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit under this Contract, Owner agrees that the maximum liability of Summit shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit.
10. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop work on the Project and Summit may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit for reasonable legal fees and costs incurred by Summit in the enforcement of this Contract.
11. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
12. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

INSPECTION SERVICE AGREEMENT

Branch Office

3026 40th Avenue NW
Rochester, MN 55901
507-280-0622



Corporate Office

575 Minnehaha Avenue W.
St. Paul, MN 55103
(651) 251-1880

Date: 12/1/2021

Summit Fire Protection Co. ("Summit Fire Protection") is presenting an **Inspection Service Agreement** ("Agreement"), in accordance with the State Fire code including the items indicated below.

CLIENT			
Name:	Houston County		
Address:			
	Caledonia, MN		
Contact:	Greg Olson		
Phone:		Cell:	507-450-9819
E-mail:	greg.olson@co.houston.mn.us		
A/R Email:			

INSPECTION LOCATION			
Name:	Woodland Industries		
Address:	521 Old Hwy Dr		
	Caledonia, MN 55921		
Contact 1:	Greg Olson		
Phone:		Cell:	507-450-9819
Contact 2:			
Phone:		Cell:	

INSPECTIONS & TESTING

DESCRIPTION	QTY	FREQUENCY	MONTH	VALUE
Fire Alarm System(s)	1	Annual	February	\$195
Monitoring	1	Annual	February	\$420

EXCLUSIONS:	SUMMARY:
Tax, Extinguisher & Ansul 6/12 year test, miscellaneous parts.	Additional programming fee may apply at monitoring take over.
Additional charges may apply if panel code(s) are not available or not reprogrammed to the factory default.	
3rd party Inspection Compliance Engine Fees (if applicable)	

Initial Term:	3 Years
From:	12/1/2021 Thru: 11/29/2024
Presented By:	

Ralph Thoren	
rthoren@summitfire.com	
Fire Life Safety Sales Representative	
3026 40th Ave NW	
Rochester, MN 55901	
Summit Fire Protection Co.	
Cell Phone: 608-385-4941	
Direct Phone: 507-780-1151	Fax: 507-280-0577
Signature: <i>Ralph Thoren</i>	
Date: 12/1/2021	

Quantities noted on this agreement may vary based on actual inspection. Additional unit pricing would apply.

Total Annual Investment:	\$615
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ACCEPTANCE: This Agreement is limited to INSPECTION SERVICE ONLY performed in accordance with the State Fire code as indicated by items checked above. Any additional maintenance, repairs or alterations will be made only upon receipt of such orders by an authorized person, at Summit Fire Protection's prevailing rates. Payment is due 30 days from date of billing or payment at time of service. Service is contingent on completion of credit application or credit card information being submitted to Accounts Receivable Department.

GENERAL CONDITIONS: The General Conditions attached to this Agreement are incorporated herein and made a part of this Agreement. Upon acceptance of this Agreement by Client, the General Conditions will automatically be part of this Agreement between Summit Fire Protection and Client.

The above prices, specifications and conditions, and the attached General Conditions, are hereby accepted. Summit Fire Protection is authorized to perform the work as specified. Client acknowledges that he/she has read and understands this Agreement.

Contract Acceptance:	
Client:	
Signature:	Date:

See General Conditions on Page 2

MH_____

SUMMIT FIRE PROTECTION CO. INSPECTION SERVICE AGREEMENT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Inspection Service Agreement to which they are attached (collectively, the "Agreement") as if fully set forth on the front page of the Agreement. As used in these General Conditions, "Summit Fire Protection," "Client," and other words and terms used in these General Conditions shall have the same meanings as those terms have in the Agreement.

1. **Payment.** Client agrees to pay all fees (the "Fees") for the testing and inspection services (the "Services") included in the Agreement. If Client fails to pay the Fees within thirty (30) days after the date the same is due and payable, Client shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Term/Renewal Pricing.** The initial term of the Agreement shall be a 1, 2, 3, 4, or 5 year term as indicated on the first page of the Agreement. The term of the Agreement shall continue to automatically renew for a like term unless either Client or Summit Fire Protection notifies the other party in writing at least sixty (60) days prior to the then expiring term that it does not want the term of the Agreement to renew. On the first annual anniversary date of this Agreement, and on each subsequent annual anniversary date thereafter during the term of the Agreement and any renewal hereof, the Fees as indicated on the first page of the Agreement shall automatically be increased by five percent (5%) per year.
3. **Changes.** Any changes to the Services to be provided by Summit Fire Protection during the term of the Agreement are to be documented by a written change order or amendment signed by Summit Fire Protection and Client, which may include, among other terms, a change in the Fees.
4. **Taxes.** Any taxes or other governmental charges related to the Agreement shall be paid by Client to Summit Fire Protection and shall be in addition to the Fees.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit Fire Protection applies, Summit Fire Protection shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Client, or any other events or causes beyond the control of Summit Fire Protection.
6. **Access.** Client shall allow Summit Fire Protection to have reasonable access to the job location to allow the performance of the Services on the dates and at the times requested by Summit Fire Protection personnel.
7. **Limitation of Liability and Remedies.** The Services provided under this Agreement are not an insurance policy or a substitute for an insurance policy. The amount paid by Client for the Services is not sufficient for Summit Fire Protection to assume liability for loss or damage except as expressly set forth in this Agreement. In the event of any breach, default or negligence by Summit Fire Protection under this Agreement, Client agrees that the maximum liability of Summit Fire Protection shall not exceed \$500.00 or an amount equal to the Fees, whichever is greater, and Client expressly waives any right to make any claim in excess of that amount. Further, Client waives any right to any claims for punitive, exemplary, incidental or consequential damages. Client shall provide Summit Fire Protection with reasonable notice of any claim and a reasonable opportunity to cure any alleged breach or default. Client shall indemnify, defend and hold Summit Fire Protection harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the negligence or willful misconduct of Summit Fire Protection.
8. **Client's Failure to Pay.** If Client fails to pay any amount due to Summit Fire Protection as and when required, Summit Fire Protection shall have the right, but not the obligation, to immediately discontinue performing any Services and Summit Fire Protection may pursue any and all other rights and remedies, including the right to place a lien against the job site. In addition, Client shall be obligated to reimburse Summit Fire Protection for all reasonable legal fees and costs incurred by Summit Fire Protection in the enforcement of this Agreement.
9. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 9 above, in the event of any dispute between Client and Summit Fire Protection, whether during the performance of the Services contemplated under this Agreement or after, Client and Summit Fire Protection agree to negotiate in good faith towards the resolution of the dispute. If Client and Summit Fire Protection are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Client and Summit Fire Protection agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Agreement including, without limitation, claims relating to the formation, performance or interpretation of this Agreement, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Agreement. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Client and Summit Fire Protection agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be in Ramsey County, Minnesota. Summit Fire Protection expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of the Services and termination of this Agreement.
10. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement. This Agreement shall be construed, enforced and interpreted under the laws of the State of Minnesota. Except as otherwise provided herein, jurisdiction and venue for the interpretation and enforcement of this Agreement shall be solely in the courts of the State of Minnesota located in Ramsey County, Minnesota. Each party waives the right to a jury trial. This Agreement may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by such party. If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable. This Agreement is not assignable by either party. This Agreement is the entire agreement between the parties regarding the subject matter of this Agreement; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Agreement.
11. **Monitoring Subscriber Responsibilities.** Client agrees with respect to its fire alarm & security system ("System") monitored by Summit Fire Protection:
 - a. To furnish Summit Fire Protection in writing and on a continuing basis a list of the names and telephone numbers of all person authorized to enter Client's premises during closed periods and/or to represent Client in his/its absence.
 - b. To notify Summit Fire Protection any alterations, remodeling, fixture or structural changes, and to bear the cost of any changes in the System that are required as a result and which are authorized by Client.
 - c. To not tamper with, disturb, injure, misuse, abuse, remove, or otherwise interfere with the System, or permit the same to be done by any third party, and to indemnify and pay to Summit Fire Protection the cost of repair or replacement of any loss or damages to the System, including, but not limited to, loss by fire, earthquake, riot, vandalism, flood, or other damage or destruction.
 - d. To repair, maintain, service and/or assure the operation of any other property, system, or any device of Client or of others to which the System may be attached or connected, and to redecorate any portion of Client's premises affected by the removal of all or part of the System.
 - e. To provide uninterrupted 110 volt AC power to locations(s) through Client's meter and at Client's expense.
 - f. To the extent that the system is under Client's control:
 1. To carefully and properly set the System immediately prior to the closing of the premises and carefully test the System, understanding particularly that the sensitivity and area of coverage of space protection devices may change, that Summit Fire Protection is unable to detect such changes and accordingly that "walk tests" in the area or areas of such coverage are necessary to insure that adequate sensitivity is maintained.
 2. To turn off or remove all things which are the source of air turbulence or air movement which may interfere with the effectiveness of the System, and particularly space protection components of the System, during closed periods when the System is on.
 3. To refrain from causing false alarms through the carelessness of Client or malicious or accidental use of the System and to reimburse Summit Fire Protection for any false alarm fine, penalty, or fee assessed against Summit Fire Protection by any government or municipal agency as a result of such false alarms and, in addition, reimburse Summit Fire Protection for its costs and expenses in responding to such false alarms.
- g. In the event that Summit Fire Protection receives authorized or false signals to its monitoring station from Client's premises, Summit Fire Protection may give notice to Client of these signals. If the unauthorized or false signals are not corrected promptly after such notice, Client agrees that Summit Fire Protection shall have the right to enter the premises where the Systems is located for the purpose of removing or disconnecting the System. In the event that the Client fails to provide Summit Fire Protection access to the premises for this purpose, Client shall be liable for all costs and expenses, including attorney's fees, incurred by Summit Fire Protection in its attempt to prevent unauthorized or false signals.
12. **Monitoring Limitations of Liability.** Summit Fire Protection does not represent or warrant that the System will prevent any loss by or through burglary, hold-up, fire or otherwise, or that the System will in all cases provide the protection for which it is installed or intended. Client acknowledges that Summit Fire Protection is not an insurer, that Client assumes all risk for loss or damage to Client's premises and to its contents, that Summit Fire Protection has not made any representations or warranties, and the Client has not relied on any representation or warranties, expressed or implied, except assets forth herein and Client acknowledge that he/it has read and understands this Agreement.



Woodland Industries Scope of Work

The purpose of this project is to replace the existing proprietary Simplex fire alarm control panel at Woodland Industries 521 Old Highway Drive, Caledonia, MN 55921. Summit Fire Protection will remove the existing panel, replace it with a new fire non-proprietary fire alarm control panel. System will be operational and tested upon completion of installation. Upon completion of this project, the building at 521 Old Highway Drive will meet or exceed any State and local Authority Having Jurisdiction as well as NFPA Standards.

Parts:

- (1) Fire-Lite MS-5UD-3 Panel
- (5) Pull Stations BG1211
- (8) Horn Strobes BKP2RL
- (10) Smoke Detectors 2WB
- (1) Heat Detector 5601
- (1) Labor
- (1) Misc.