

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: January 10, 2023

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson, Robert Burns, Bob Schuldt, and Greg Myhre

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Rachel Stock, Reporter Charlene Selbee, Finance Director Carol Lapham, Public Health and Human Services Director John Pugleasa, Board Clerk/EDA Director Allison Wagner, Engineer Brian Pogodzinski, Recorder Mary Betz, Human Resource Technician Ann Diersen, Environmental Services Director Martin Herrick, Sheriff Brian Swedberg, and Mark Klinski

Presiding: Chairperson Severson

Call to order.

Pledge of Allegiance.

Motion was made by Commissioner Burns, seconded by Commissioner Johnson, motion unanimously carried to approve the agenda.

Motion was made by Commissioner Johnson, seconded by Commissioner Myhre, motion carried unanimously to approve the January 3, 2023 meeting minutes.

Public Comment: No public comments were made.

APPOINTMENTS

None.

CONSENT AGENDA

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

- 1) Confirm the approval of a leave of absence (up to ten years) for Mary Betz beginning 1/3/2023, pursuant to M.S. 3.088.

ACTION ITEMS

File No. 1 – Commissioner Burns moved, Commissioner Schuldt seconded, motion unanimously carried to award the low bid for SAP 028-599-083 and SAP 028-599-084 to Minnowa Construction in the amount of \$557,997.75. The project was for the replacement of two box culverts on Wiebke Hill Road in Wilmington Township.

File No. 2 – Prior to making a motion the Commissioners discussed a purchase increase for a plow truck and box purchase with Engineer Pogodzinski. The board had approved a 2023 model plow truck chassis from Nuss Truck and box, plows and lights from Towmaster on February 22, 2022. Due to increases in raw materials, labor, freight, energy, and supply chain issues both companies were increasing their costs for the truck already ordered. The Commissioners could cancel their order, but they would then be moved to the back of the current list. The general consensus from the Commissioners was that although the change was frustrating they should stay with their spot on the list to keep the County's equipment rotation as close to on schedule as possible. Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to approve a purchase increase for a plow truck and box purchase from both Nuss Truck (\$9,002.87) and Towmaster (\$37,021.00).

File No. 3 – Commissioner Burns moved, Commissioner Johnson seconded, motion unanimously carried to purchase a snow plow chassis, plow truck box, and lights. There was a possibility the truck might not come until 2024, so the County was anticipating receiving a 2025 model. The 2025 price was not officially available and could be subject to change. Pogodzinski said it was important for the County to order the truck as lead times were getting longer, and the County needed to ensure their spot.

File No. 4 – Commissioner Myhre moved, Commissioner Severson seconded, motion unanimously carried to approve the purchase of the Case 590SN Backhoe Loader from Titan Machinery for \$74,500.00.

File No. 5 – Commissioner Myhre moved, Commissioner Johnson seconded, motion unanimously carried to approve Houston County Hauler License Renewals.

File No. 6 – Commissioner Myhre moved, Commissioner Schuldt seconded, motion unanimously carried to approve the service contract with ABC/Woodland for Community Based Supported Employment, Center Based Supported Employment, and Transportation. The agreement reflected an updated rate structure.

File No. 7 – Commissioner Johnson moved, Commissioner Burns seconded, motion unanimously carried to approve the 2022 Sencac contract for transportation services.

File No. 8 – Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to approve guardianship contracts with John Miller, Gregory Yackle, Clinton Brainard, Nora Beckjord, Bonnie Gregerson, Terry Lund.

File No. 9 - Commissioner Johnson moved, Commissioner Myhre seconded, motion unanimously carried to reappoint Dayna Burtness to the Houston County Economic Development Board. Her term would expire on 12/31/2025 (three year term).

File No. 10 – Commissioners discussed with Sheriff Swedberg the possibility of creating a jail operations review committee. It was the general consensus of the board to create a committee since there would likely be changes with jail operations in the upcoming years. It was decided that the Sheriff, PSAP Coordinator, Jail Administrator, Finance Director, and Commissioners Severson and Schuldt would serve on the committee. The committee appointments were officially approved under File No. 11.

File No. 11 – Chairperson Severson said there had been a request to reconsider the 2023 Committee Assignments. The Commissioners went through each committee assignment. When it came to the Personnel Committee Commissioner Myhre said that he would like to continue serving on the committee as he had only served for one year. Commissioner Burns had been appointed to the committee along with Commissioner Johnson at the previous board meeting. Commissioner Myhre said he thought there was a conflict of interest with Commissioner Burns serving on the Committee since his son worked for the County. Commissioner Burns said that since union contracts had already been negotiated and agreed upon for the next several years he did not see it as a conflict. Commissioner Severson made a motion to appoint Commissioner Burns and Johnson to the Personnel Committee. The motion failed for lack of a second. Commissioner Johnson then motioned to keep the Personnel Committee the same as it was in 2022 by having Commissioner Myhre serve on the Personnel Committee. The motion passed three to two. Commissioners Johnson, Schuldt, and Myhre voted yes. Commissioners Burns and Severson voted no. The Commissioners continued to review the list. The Commissioners also changed the Finance Standing Committee to include Commissioner Burns and Severson. Commissioner Schuldt agreed to serve on the Southeastern MN Emergency Medical (JPC) Committee. Commissioners Severson and Schuldt were appointed to serve on the newly established Jail Operations Review Committee. After reconsidering the 2023 Committee List Commissioner Johnson moved, Commissioner Schuldt seconded to approve the 2023 Committee List with the changes mentioned above.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended including a land use, Semcac, Hiawatha Valley planning, economic development authority (EDA), and community services meeting.

Commissioner Johnson said the EDA Board had decided to set the annual interest rate for EDA Revolving Loans in 2023 at 3.5%. The board had funds available to lend for starting and expanding businesses in Houston County.

The Commissioners discussed meeting with the Fillmore County Commissioners directly following the Joint Board of Health meeting on January 24, 2024 at the Mable Community Center to discuss possible areas of collaboration between the two counties.

There being no further business at 10:25 a.m., a motion was made by Commissioner Myhre, seconded by Commissioner Johnson, motion unanimously carried to adjourn the meeting. The next meeting would be a workgroup session on January 17, 2023.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Dewey Severson, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: January 17, 2023

8:59 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Eric Johnson, Robert Burns, Bob Schuldt, and Greg Myhre

Others Present:

Finance Director Carol Lapham, Auditor/Treasurer Donna Trehus, EDA Director/Board Clerk Allison Wagner, Public Health and Human Services Director John Pogleasa, Financial Assistance Supervisor Karen Kohlmeyer, Human Resources Director Theresa Arrick-Kruger, Human Resources Technician Ann Diersen, Sheriff Brian Swedberg, Engineer Brian Pogodzinski, Recorder Mary Betz, Jail Administrator Dean Ott, and Bolton & Menk Aviation Engineer Silas Parmar

Board Workgroup Session

Call to order.

Commissioners discussed the procedure for appointing people to the Planning Commission. Commissioner Johnson said there was an opening on the planning commission due to a term ending. He said in the past they had tried to get equal representation from districts. Commissioner Johnson said he wanted to see some weight given to candidates who would be serving a recently vacated district if possible. The current vacancy was in his district. Two people were interested in the serving on the planning commission. It was the general consensus of the Commissioners that they would decide who would serve on the Commission at the next regular meeting after reviewing information from the interested individuals.

The Commissioners discussed the possibility of purchasing some additional land around the airport with Engineer Pogodzinski and Bolton & Menk Aviation Engineer Parmar. A land owner with bordering land to the airport had approached the County and was willing to sell some of his land to the County. Commissioners discussed future airport plans, and the possibility of swapping land. Parmar said he could check with the FAA to see what part of the potential land purchase they would cover and report back to the Commissioners.

The Commissioners discussed the possibility of adding lead workers in Public Health and Human Services in the Income Maintenance and Child Support Units with Public Health and Human Services Director Pogleasa and Financial Assistance Supervisor Kohlmeyer. Pogleasa and Kohlmeyer said the proposal would help with the shifting and demands in the complex case reporting. They said the additions in the leads would provide staff direct access to a program area

expert and create more space for training new and existing staff. Pugleasa and Kohlmeyer also proposed increasing one Child Support Officer from .95 to 1.0.

Sheriff Swedberg and Jail Administrator Ott told the board that the company that currently fulfilled jail medical needs had recently filed for bankruptcy. Therefore the County would need to contract with a different company for jail medical services. This would result in an increase in these costs to the County.

Commissioner Mhyre said he would be attending a meeting regarding ambulance services and possible consolidation of ambulance service in Spring Grove. He asked if any other Commissioners wanted to attend with him and Commissioner Burns volunteered to also attend the meeting.

The meeting ended at 11:13 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 24, 2023**

Date Submitted: January 19, 2023

On behalf of: Tess Kruger, HRD/Facilities Mgr.

ACTION

- **Continue Liza Jandt's employment status at 1.0 FTE.**

APPOINTMENT REQUEST

- **None**

HR CONSENT AGENDA REQUEST

Public Health and Human Services

- **Assign Kelly Rohland, Adult Services Social Worker, C41, to Child Protective Services Social Worker, C41, (lateral transfer) effective January 25, 2023.**
- **Initiate a competitive search for a full-time Adult Services Social Worker to fill the vacancy created by Ms. Rohland's change of assignment.**

Sheriff's Office

- **Confirm Sheriff Swedberg's request to appoint Deputy William Hargrove as Chief Deputy Sheriff, C52 step 8, effective January 29, 2023. (This appointment is pursuant to M.S. 387.145.)**

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

Houston County Agenda Request Form

Date Submitted: 1/19/2023

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

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

Issue:

Guardianship contracts - Renata Luetdtke, Judy Storlie, Sandra Fitting

Attachments/Documentation for the Board's Review:

One electronic copy of base contract for review, and 2 hard copies of each agreement for signature.

Justification:

Action Requested:

Approve and sign contracts as presented

For County Use Only

Reviewed by:

<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning/Environmental Service
<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> HR/Personnel
<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	

Recommendation:

Decision:

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

PURCHASE OF SERVICE AGREEMENT

This Agreement made and entered into by and between the County of Houston, through its local social service agency, Houston County Human Services, 304 South Marshall Street, Room #104, Caledonia, MN 55921, referred to as "County" and **Renata Luedtke**, 1597 Clinton Road, Houston, MN 55943, hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Houston County Human Services has identified a need for Guardianship/Conservator services for indigent persons who are impaired to the extent of lacking sufficient understanding or capacity to make personal decisions, and are unable to meet personal needs for medical care, nutrition, clothing, shelter, or safety, even with appropriate technological and supported decision-making assistance; and

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

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

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

1. Term

The term of this Agreement shall be from January 1, 2023 through December 31, 2024. Either party may cancel this Agreement, with or without cause, upon thirty (30) days written notice. Cancellation of this Agreement or expiration of the Agreement term shall not relieve County from paying for Provider's services for wards and protected persons that the Provider is court-appointed to serve, and whom are still eligible for services under this Agreement, before cancellation or termination, so long as Provider remains the court-appointed Guardian and/or Conservator.

2. Services:

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

<u>BRASS CODE</u>	<u>SERVICE DESCRIPTION</u>
59500	Guardianship/Conservatorship (DD)
69500	Guardianship/Conservatorship (Adult)
61600	Transportation/Mileage (Adult)
51600	Transportation/Mileage (DD)
64800	Money Management

3. Cost and Delivery of Purchased Services:

See Attachment A for details.

4. Eligibility for Services:

- a. Service eligibility will be determined according to the criteria established by Houston County.
- b. Services under this Agreement shall only be provided to clients meeting the criteria of indigent residents of Houston County.
- c. County shall determine an indigent client AND the category of complexity shall be assigned by County after negotiation with the Provider. All new indigent cases that are not a medical emergency must be screened by County prior to start of service. Service level is subject to negotiation by Provider and County in the light of actual experience with the client and/or changing circumstances.

5. Payment for Purchased Services:

- a. To receive payment, Provider shall, within ten (10) business days following the last day of each month, submit a county approved invoice for purchased services to County. The invoice shall show client name, address, case number, and a detailed listing of the service(s) provided.
- b. County shall, within thirty-five (35) days of receipt of the invoice and summary sheet, make payment for all approved units of service. Provider will be contacted within the 35-day period for charges that are in a pending approval status.
- c. Provider further acknowledges that bills must be current and timely. Provider acknowledges that there will be a reduction of 50% of the total amount billable, on bills submitted for payment more than 3 months after date of service.
- d. If the ward/conservatee has a monthly income and is:
 - 1) Receiving Minnesota Supplemental Aid (MSA) and not residing in Nursing Home or Regional Treatment Center or
 - 2) Receives Housing Support (GRH) benefits or
 - 3) Receiving Medical Assistance (MA) Payments for Long-Term Care (LTC) Services,Provider shall deduct 5% of the ward/conservatee's gross monthly income for conservator/guardian fees up to a maximum of \$100.00 per month. This amount must then be deducted from the indicated County payment amount. If the amount obtained from income exceeds County payment amount, there will be no County payment to Provider.

6. Records

- a. Provider shall maintain such records and provide County with financial, statistical and service reports as County may require for accountability.
- b. Per MN Statute 16C.05, Subd. 5, all records pertaining to this Agreement must be maintained for six (6) years at 1597 Clinton Road, Houston, MN 55943.
- c. Provider agrees to cooperate in evaluative and/or outcome efforts as required by County.

7. Independent Contractor

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

8. Provider Standards and Licenses

- a. Upon initial implementation of an Agreement with the Provider, Provider shall furnish County a background resume to include the following: professional and personal credentials for guardianship/conservatorship, a minimum of three personal/professional references, professional associations and/or accreditation of such, a current Minnesota driver's license in good standing.
- b. Provider will comply with all background check and background reporting requirements specified by County and courts. Provider agrees to inform Houston County of any change in address and/or violations that may affect background check results within 5 days of the occurrence.
- c. Provider shall comply with all applicable Federal and State statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted including Minnesota Statutes 524.5 et al.
- d. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements listed in this section may be cause for cancellation of this Agreement effective as of receipt of notice of cancellation.

9. Safeguard of Client Information:

Provider agrees to comply with all data privacy rules as governed by the Minnesota Data Practices Act, Minnesota Chapter 13, and the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Part 160-164).

10. Indemnification:

- a. Provider does hereby agree that it will defend, indemnify, and hold harmless County, its elected officials, employees and agents against any and all liability, loss, damages, costs and expenses (including reasonable attorney's fees and costs of defense) which County may hereafter sustain, incur, or be required to pay:
- 1) By reason of any client and any client's personal caregiver suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving services to be furnished under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
 - 2) By reason of any client causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the services called for under this Agreement.
 - 3) Any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court by Provider related to services furnished to client pursuant to this Agreement.
- b. This indemnity provision shall survive the termination or expiration of this Agreement. Nothing herein shall be construed to limit County from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

RENATA LUEDTKE

BY: Renata Luedtke

Renata Luedtke

DATED: 12/29/22

Approved as to Form and Execution:

BY: [Signature]

Houston County Attorney

DATED: 1-4-23

BY: _____

Chairperson
Houston County Board of Commissioners

DATED: _____

BY: John Puleasa

John Puleasa, Director
Houston County Human Services

DATED: 12/13/22

Houston County's Conservatorship and Guardianship Service Definition

A guardian or conservator:

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

Duties for Guardian/Conservators:

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

Conservator:

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

Guardian:

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

General:

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

Rates:

The reimbursement rate for all services is \$138.00 per month. This rate includes mileage. Any mileage reimbursement or travel time must be pre-approved by a County Case Manager. Mileage will be reimbursed at the current IRS mileage rate.

Service Arrangements:

Individual Service Arrangements will authorize the amount and frequency of service to be provided to each client. Provider cannot exceed the authorized amount of service to be

provided without having received prior approval from the involved County worker, or designee, to do so.

Billing:

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

Houston County

Agenda Request Form

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

Date Submitted: 1/18/23 for the 1/24/23 Board Meeting

Person requesting appointment with County Board: Martin Herrick

Issue:

Two candidates have applied for the open planning commission position to replace Rich Schild

Attachments/Documentation for the Board's Review:

Candidate applications were distributed at the 1/17/23 workgroup meeting

Justification:

Action Requested:

Board Approval of a candidate

For County Use Only

Reviewed by:

_____ County Auditor	_____ County Attorney	_____ Zoning Administrator
_____ Finance Director	_____ County Engineer	_____ Environmental Services
_____ IS Director	_____ Other (indicate dept)	_____

Recommendation:

Decision:

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

**HOUSTON COUNTY
AGENDA REQUEST FORM
January 24, 2023**

Date Submitted: 1/19/2023

By: Brian Swedberg, Sheriff

ACTION REQUEST:

- **Approve switching from Mend to ACH medical service for Houston County Jail (Dean Ott)**

CONSENT AGENDA REQUEST:

NONE

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

Houston County Agenda Request Form

Date Submitted: 1/19/2023

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 cooperative agreement with Olmsted County for Minnesota Department of Health Infrastructure Grant project. This project is focused on developing local data for the following three areas: Opioids, Family Home Visiting, and access to services.

Attachments/Documentation for the Board's Review:

Virtual Copy for review, and two hard copies for signature.

Justification:

Action Requested:

Review and approve as presented

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>

Recommendation:

Decision:

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

**COOPERATIVE AGREEMENT
MINNESOTA DEPARTMENT OF HEALTH (MDH) INFRASTRUCTURE GRANT
2022-2023**

WHEREAS, Dodge County, Fillmore County, Freeborn County, Goodhue County, Houston County, Mower County, Olmsted County, Rice County, Steele County, Wabasha County, and Winona County ("Participating Counties") have agreed to participate in the MDH Infrastructure grant to increase data capacity; and

NOW THEREFORE, in consideration of the mutual promises and consideration contained herein among Participating Counties agree as follows:

1. The purpose of this Agreement is to jointly agree that Participating Counties will participate in the MDH infrastructure grant from July 1, 2022 through June 30, 2023.
2. The infrastructure grant goal is to increase data capacity in the Southeast Minnesota Region by piloting different data projects. Each Participating County will be paid \$3,000.00 upon signing this Agreement and then an additional per project amount upon completion of the infrastructure project. The per project amount will be determined jointly between MDH and Olmsted County based on the number of data projects completed and the number of Participating Counties who took part in each data project.
3. Participating Parties agree to attend quarterly infrastructure grant meetings to determine the data projects.
4. Participating Parties agree to participate in evaluation activities after each data project.
5. As fiscal host, Olmsted County has applied for and received the infrastructure grant funds.
6. Olmsted County, as fiscal host for these funds shall:
 - a. Establish an account to ensure proper record keeping of all the receipts and expenditures.
 - b. Perform all accounting and fiscal reporting duties, including:
 - 1) Review of documentation of expenses to ensure that the expense is allowable, including but not limited to both the type of expense and timing of the expense within the fund period.
 - 2) Ensure that Participating Counties cooperate with Olmsted County regarding monitoring, assessment and fiscal reconciliation of the infrastructure project.
 - 3) Ensure that Participating Counties are completing all required data reporting.
7. Each Participating County who receives funds passed through Olmsted County agrees to indemnify and hold harmless Olmsted County for any determinations by any authority that funds used by or received by the Participating County were not used and/or must be repaid to the State or Federal government. The affected Participating County agrees to pay any necessary amounts, including any penalties, interest, or fees of any kind, on the time schedule determined by the State or Federal government to the payee determined by the State or Federal government. If Olmsted County, solely in its own discretion, agrees to be an intermediary in

any repayments for the affected Participating County, that County agrees to cooperate fully with Olmsted County and to not delay any necessary payments. The affected Participating County agrees to reimburse Olmsted County for any reasonable costs incurred by Olmsted County related to assisting the affected Participating County or caused by complying with requests of the granting authority related to funds received by that Participating County.

8. Olmsted County will make reasonable efforts to disburse budgeted funds to each Participating County as soon as practicable through Olmsted County's normal accounts payable processes.
9. Participating Counties may audit records related to services provided under this Agreement. Participating Counties agree to cooperate with any records disclosure request made by any Participating County or the State Auditor related to an audit of this program.
10. Parties agree to be bound by the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Participating Counties under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated under this Agreement. To the extent that a function or activity of this Agreement involves the use of "protected health information" (45 CFR 164.501), including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re- pricing; or otherwise as provided by 45 CFR § 160.103, Participating Counties are a business associate of Olmsted County for purposes of the Health Insurance Portability and Accountability Act of 1996.
11. Participating Counties shall save and hold harmless all other Participating Counties and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Participating Counties or its subcontractors, agents, or employees under this Agreement.
12. The failure of any Participating County to enforce any provisions of this Agreement shall not constitute a waiver by such County of that or any other provision.
13. The Participating Counties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
14. The term of this Agreement shall be from July 1, 2022 through June 30, 2023 and/or shall remain in effect until one of the following occurs: 1) a new Agreement is signed by all Participating Counties 2) the term of this Agreement is extended via an Addendum or 3) the Participating Counties choose to terminate the Agreement in accordance with section 15 below.

15. The Participating Counties may also terminate this Agreement effective upon mailing of 90 days of written notice to other affected parties, under any of the following conditions:
- a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Agreement may at the parties' discretion be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
 - c. If any Participating County chooses to opt out of the infrastructure project, it will provide written notice to the other Participating Counties at least 90 days prior to the proposed termination date. In this event, the remaining Participating Counties shall jointly determine whether to terminate this Agreement or redistribute the funds amongst the remaining Participating Counties.

Any such termination of the Agreement shall not reduce or negate any obligations or liabilities of any party already accrued prior to such termination.

16. Participating Counties shall individually sign and return this Agreement by the due date specified by Contract Management to: Olmsted County Health, Housing, and Human Services – Contracting Division, 2117 Campus Drive S.E., Rochester, MN 55904. Funds cannot be disbursed to the Participating County until the signed agreement has been received by Contract Management
17. Upon request, Olmsted County shall provide each Participating County with a copy of the fully signed Cooperative Agreements.
18. This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

COUNTY OF: Houston

By: _____

Dewey Severson

Title: Chairperson of the County Board

Dated:

ATTESTED TO:

By: _____



John Pugleasa

Title: Director Public health & Humans Services

Dated:

1/12/23

APPROVED AS TO FORM AND EXECUTION:

By: _____



Samuel Jandt

Title: County Attorney

Dated:

1-12-23

Houston County Agenda Request Form

Date Submitted: 1/19/2023

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 CREST agreement. CREST is a regional collaborative in SE MN that coordinates menatal health related services in the region. This is a two year agreement.

Attachments/Documentation for the Board's Review:

Virtual Copy for review, and two hard copies for signature.

Justification:

Action Requested:

Review and approve as presented

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.

**COOPERATIVE AGREEMENT
CREST INITIATIVE
2023-2024**

WHEREAS, Fillmore County, Goodhue County, Houston County, Mower County, Olmsted County, Minnesota Prairie County Alliance which is comprised of Dodge County, Steele County and Waseca County, Wabasha County, and Winona County ("Participating Counties") have agreed to integrate State financial resources into the CREST Initiative ("CREST"); and

WHEREAS, CREST was established in 1995 under the authority of the County Mental Health Authorities, in accordance with Minn. Stat. 245.465 and the Commissioner of Human Services; and

WHEREAS, Participating Counties adopted the CREST Compact Council Operating Procedures and By-Laws developed on July 16, 2004; and

WHEREAS, CREST is responsible for allocating State financial resources to provide Adult Mental Health Initiative services in Participating Counties; and

WHEREAS, CREST membership is comprised of: representatives from each Participating County including one representative from the 3 counties which make up the Minnesota Prairie County Alliance and one representative from the Department of Human Services, Mental Health Division; and

WHEREAS, by integrating State financial resources into CREST, Participating Counties are therefore allowed maximum flexibility in using such resources in a manner best suited to client and regional needs; and

WHEREAS, the Minnesota Department of Human Services allocates Adult Mental Health Initiative Grant funding to Olmsted County, who is the authorized fiscal host of the CREST Region.

NOW THEREFORE, in consideration of the mutual promises and consideration contained herein among Participating Counties and the authority provided in Minn. Stat. 471.59, Participating Counties agree as follows:

1. The purpose of this Agreement is to jointly agree that Participating Counties will continue integrating State financial resources into CREST for Calendar Years 2023 and 2024, from January 1, 2023 to December 31, 2024. The total of the State funded allocation for calendar years 2023 and 2024 is \$4,595,908.00.
2. As fiscal host, Olmsted County may apply for and receive the Adult Mental Health Initiative Funding Grant on behalf of CREST related to adult mental health services provided in Participating Counties.
3. Olmsted County on behalf of CREST may apply for and receive grants related to adult mental health services provided in Participating Counties. If grant funds are received, this Agreement shall be amended to add the additional grant fund amount to the \$4,595,908.00 total.
4. CREST funds will be allocated as determined by the regional management team throughout the 8 participating CREST County agencies and reviewed quarterly.

5. If the State requests that allocated funds distributed through CREST be returned, Participating Counties shall return such funds.
6. Olmsted County shall receive \$160,000.00 to act as fiscal host for these CREST funds. Fiscal host duties shall include, but are not limited to:
 - a. Establishing an account to ensure proper record keeping of all the receipts and expenditures
 - b. Performing all CREST accounting and fiscal reporting duties, including:
 - 1) Review of documentation of expenses to ensure that the expense is allowable, including but not limited to both the type of expense and timing of the expense within the proper grant period, subject to the following restrictions:
 - a) All expenditures must be for services, or items necessary for the delivery of those services.
 - b) "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations of the items listed above that materially increase their value or useful life (not ordinary repairs and maintenance). Exceptions to the prohibition of capital purchases will be considered on a case-by-case basis.
 - c) The budgets, expenditures, and programs are subject to periodic review by the Commissioner of DHS.
 - d) Expenditures shall be reported by Olmsted County to DHS on the quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895).
 - e) Olmsted County will submit DHS Form 2895 to DHS on behalf of the Region.
 - 2) Implement CREST-specific contracts with existing and potential providers of CREST-funded services.
 - 3) Ensure that the contracted providers are billing eligible insurance before accessing CREST grant funding.
 - 4) Ensure that participating Counties cooperate with Olmsted County on following DHS Policy 08-10 which involves Monitoring Contracts, Risk Assessment and Fiscal Reconciliation of those contracts over \$50,000.
 - 5) Ensure that Participating Counties and contracted providers are completing all required data reporting, including the Adult AMHI Reporting Tool.

- a) Participating Counties will complete and submit to Olmsted County on a quarterly basis the Adult AMHI Reporting Tool within 15 days of the end of the quarter.
7. Each Participating County who receives grant dollars passed through Olmsted County agrees to indemnify and hold harmless Olmsted County for any determinations by any authority that grant dollars used by or received by the Participating County were not used and/or must be repaid to the State or Federal government. The affected Participating County agrees to pay any necessary amounts, including any penalties, interest, or fees of any kind, on the time schedule determined by the State or Federal government to the payee determined by the State or Federal government. If Olmsted County, solely in its own discretion, agrees to be an intermediary in any repayments for the affected Participating County, that County agrees to cooperate fully with Olmsted County and to not delay any necessary payments. The affected Participating County agrees to reimburse Olmsted County for any reasonable costs incurred by Olmsted County related to assisting the affected Participating County or caused by complying with requests of the granting authority related to funds received by that Participating County.
8. Olmsted County will make reasonable efforts to disburse budgeted funds to each Participating County and/or contracted provider as soon as practicable through Olmsted County's normal accounts payable processes.
9. Each Participating County acknowledges that it has received a copy of the *2021-2022 Minnesota Department of Human Services County Grant Contract* for AMHI and CSP funding and will comply with all grant provisions in the document.
10. If the grant terms require provision of documentation by the fiscal support entity for any purpose including securing reimbursement from the grantor that it must provide the documentation to Olmsted County on the schedule established by Olmsted County so that sufficient processing time is available to pass the information through to the grantor. Olmsted County will make reasonable efforts to gather and pass on required documentation but staff absences or work load may delay this process. Olmsted County is not responsible for any interest or fees due to delayed pass through of funds which result from the Participating County's failure to provide documentation on a timely basis. Olmsted County is not responsible for requesting, editing, reviewing, changing, or verifying any information provided to it by Participating Counties for this grant unless specifically stated elsewhere in this Agreement.
11. Participating Counties may audit records related to CREST and services provided under this Agreement. Participating Counties agree to cooperate with any records disclosure request made by any Participating County or the State Auditor related to an audit of this program. Parties agree to be bound by the requirements of the Minnesota Government Data Practices Act as it applies to any data which may be created in the course of this program.

12. Each Participating County shall maintain at their own expense general liability, professional liability and error and omissions insurance coverage, or equivalent coverage, at levels appropriate to cover the activities of that Participating County or its subcontractors, agents, or employees under this Agreement.
13. Participating Counties shall save and hold harmless all other Participating Counties and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Participating Counties or its subcontractors, agents, or employees under this Agreement.
14. The failure of any Participating County to enforce any provisions of this Agreement shall not constitute a waiver by such County of that or any other provision.
15. The Participating Counties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
16. The term of this Agreement shall be from January 1, 2023 through December 31, 2024 and/or shall remain in effect until one of the following occurs: 1) a new Agreement is signed by all Participating Counties 2) the term of this Agreement is extended via an Addendum or 3) the Participating Counties choose to terminate the Agreement in accordance with section 15 below.
17. The Participating Counties may also terminate this Agreement effective upon mailing of 90 days of written notice to other affected parties, under any of the following conditions:
 - a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Agreement may at the parties' discretion be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
 - c. If any Participating County chooses to opt out of providing CREST-funded adult mental health services, it will provide written notice to the other Participating Counties at least 90 days prior to the proposed termination date. In this event, the remaining Participating Counties shall jointly determine whether to terminate this Agreement or redistribute the CREST funds amongst the remaining Participating Counties.

Any such termination of the Agreement shall not reduce or negate any obligations or liabilities of any party already accrued prior to such termination.

18. Participating Counties shall individually sign and return this Agreement by the due date specified by Contract Management to: Olmsted County Health, Housing, and Human Services, Contract Management Team, 2117

Campus Drive S.E., Rochester, MN 55904. Funds cannot be disbursed to the Participating County until the signed agreement has been received by Contract Management


19. Upon request, Olmsted County shall provide each Participating County with a copy of the fully signed Cooperative Agreements.
20. This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

COUNTY OF: Houston

By: _____
Dewey Severson
Title: Chairperson of the County Board

Dated:

ATTESTED TO:

By: 
John Pugliese
Title: Director Public Health & Human Services

Dated:

1/12/23

APPROVED AS TO FORM AND EXECUTION:

By: 
Samuel Jandt
Title: County Attorney

Dated:

1-12-23

Houston County Agenda Request Form

Date Submitted: 1/19/2023

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 Mobile Crisis agreement. This is a multi-county project that coordinates mobile crisis services for Counties in SE Minnesota. This is a two year agreement.

Attachments/Documentation for the Board's Review:

Virtual Copy for review, and two hard copies for signature.

Justification:

Action Requested:

Review and approve as presented

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>

Recommendation:

Decision:

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

**COOPERATIVE AGREEMENT
ADULT & CHILDREN'S MOBILE CRISIS GRANT COOPERATIVE AGREEMENT
2023-2024**

WHEREAS, Fillmore County, Goodhue County, Houston County, Mower County, Olmsted County, Minnesota Prairie County Alliance, Wabasha County, and Winona County ("Participating Counties") have agreed to integrate State financial resources into the CREST Initiative ("CREST"); and

WHEREAS, CREST was established in 1995 under the authority of the County Mental Health Authorities, in accordance with M.S. 245.465 and the Commissioner of Human Services; and

WHEREAS, Participating Counties adopted the CREST Compact Council Operating Procedures and By-Laws developed on July 16, 2004; and

WHEREAS, CREST is responsible for allocating State financial resources to provide Adult Mental Health Initiative services in Participating Counties; and

WHEREAS, by integrating Rule 12 State Operated Services financial resources into CREST, Participating Counties are therefore allowed maximum flexibility in using such resources in a manner best suited to client and regional needs; and

WHEREAS, in December 2013 the Minnesota Department of Human Services (DHS) awarded Participating Counties an Adult & Children's Mobile Crisis Services Grant ("Grant");

NOW THEREFORE, in consideration of the mutual promises and consideration contained herein among Participating Counties and the authority provided in Minn. Stat. 471.59, Participating Counties agree as follows:

1. The purpose of this Agreement is to jointly agree that Participating Counties will integrate the Mobile Crisis Grant (Grant) resources into CREST, from January 1, 2023 to December 31, 2024.
2. The Grant includes an ongoing amount of \$1,363,343.00 between the two years.
3. The Participating Counties have agreed to the need to maintain Mobile Crisis Services at full capacity. In order to maintain that capacity when either DHS has reduced the grant award or when service expenses have increased, each Participating County has agreed to pay the amounts listed below to maintain full capacity of Mobile Crisis Services. The amounts listed below for the Participating Counties are based on the relative proportion of each Participating County's population as certified by the Minnesota State Demographic Center's annual estimate, except in years the United States census is published. Each summer population estimates for the previous year are released which will be used to determine the following two year's contributions. Olmsted County will invoice each Participating County sometime after July 1st of each year.

County	2023	2024
Fillmore	\$21,470	\$21,470
Goodhue	\$47,352	\$47,352
Houston	\$18,988	\$18,988
MNPrairie	\$78,194	\$78,194
Mower	\$40,904	\$40,904
Olmsted	\$163,550	\$163,550

Wabasha	\$22,034	\$22,034
Winona	\$51,818	\$51,818

4. If there is underspending from 2023, Participating Counties can carry that amount over and their 2024 invoice will reflect that. If there is underspending from 2024, Participating Counties will review the underspend as part of the December 2024 Regional Directors' Meeting and jointly determine how to address the underspend on or before the January 2025 Regional Directors' Meeting. If a refund is the decision, Olmsted County will issue said refund in the first quarter 2025.
5. Olmsted County will act as the fiscal host for the Grant and shall receive a flat administrative fee of \$48,500 for calendar year 2023 and \$49,500 for calendar year 2024 to act as fiscal host for the Grant.
6. Allocations occurring in future calendar years may be added to this Agreement via written addendum.
7. If the State requests that allocated funds distributed be returned, Participating Counties shall return such funds allocated for crisis services.
8. Each Participating County authorizes Olmsted County to be the entity to contract directly with provider agencies for key roles in the development and provision of mobile crisis services. Upon completion and signature of any contracts, Olmsted County shall provide a copy to each Participating County upon request.
9. Each Participating County who receives grant dollars passed through Olmsted County agrees to indemnify and hold harmless Olmsted County for any determinations by any authority that grant dollars used by or received by the Participating County were not used and/or must be repaid to the State or Federal government. The affected Participating County agrees to pay any necessary amounts, including any penalties, interest, or fees of any kind, on the time schedule determined by the State or Federal government to the payee determined by the State or Federal government. If Olmsted County, solely in its own discretion, agrees to be an intermediary in any repayments for the affected Participating County, that County agrees to cooperate fully with Olmsted County and to not delay any necessary payments. The affected Participating County agrees to reimburse Olmsted County for any reasonable costs incurred by Olmsted County related to assisting the affected Participating County or caused by complying with requests of the granting authority related to funds received by that Participating County.
10. Olmsted County may not advance pass-through or expense reimbursement grant dollars to any other county. Each Participating County acknowledges that it will not receive any grant funds from Olmsted County until Olmsted County has received the funds from the grantor. Olmsted County will make reasonable efforts to disburse funds to each Participating County as soon as practicable through Olmsted County's normal accounts payable processes.
11. Each Participating County acknowledges that if the grant terms require provision of documentation by the fiscal support entity for any purpose including securing reimbursement from the grantor that it must provide the documentation to Olmsted County on the schedule established by Olmsted County so that sufficient processing time is available to pass the information through to the grantor. Olmsted County will make reasonable efforts to gather and pass on required documentation, but staff absences or workload may delay this process. Olmsted

County is not responsible for any interest or fees due to delayed pass through of funds which result from the Participating County's failure to provide documentation on a timely basis. Olmsted County is not responsible for requesting, editing, reviewing, changing, or verifying any information provided to it by Participating Counties for this grant unless specifically stated elsewhere in this Agreement.

12. Participating Counties may audit records related to CREST and Mobile Crisis and services provided under this Agreement. Participating Counties agree to cooperate with any records disclosure request made by any Participating County, or the State Auditor related to an audit of this program. Parties agree to be bound by the requirements of the Minnesota Government Data Practices Act as it applies to any data which may be created in the course of this program.
13. Each Participating County shall maintain at their own expense general liability, professional liability and error and omissions insurance coverage, or equivalent coverage, at levels appropriate to cover the activities of that Participating County or its subcontractors, agents, or employees under this Agreement.
14. Participating Counties shall save and hold harmless all other Participating Counties and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Participating Counties or its subcontractors, agents, or employees under this Agreement.
15. The failure of any Participating County to enforce any provisions of this Agreement shall not constitute a waiver by such County of that or any other provision.
16. The Participating Counties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
17. The term of this Agreement shall be from January 1, 2023 through December 31, 2024 and/or shall remain in effect until one of the following occurs: 1) a new Agreement is signed by all Participating Counties 2) the term of this Agreement is extended via an Addendum or 3) the Participating Counties choose to terminate the Agreement in accordance with the termination language below.
18. The Participating Counties may also terminate this Agreement effective upon mailing of 30 days of written notice to other affected parties, under any of the following conditions:
 - a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Agreement may at the parties' discretion be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

- c. If any Participating County chooses to opt out of providing CREST-funded Rule 12 adult mental health services, which will require at least 60-day notice to the other Participating Counties. In this event, the remaining Participating Counties shall jointly determine whether to terminate this Agreement or redistribute the CREST funds amongst the remaining Participating Counties.

Any such termination of the Agreement shall not reduce or negate any obligations or liabilities of any party already accrued prior to such termination.

19. Participating Counties shall individually sign and return this Agreement to Olmsted County Health, Housing and Human Services, Contract Management Unit, 2117 Campus Drive S.E., Suite 200, Rochester, MN 55904.
20. Each Participating County shall provide the Contract Management Unit with a copy of the fully signed Cooperative Agreement.
21. This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

COUNTY OF: Houston

By: _____

Dewey Severson

Title: Chairperson of the County Board

Dated:

ATTESTED TO:

By: _____

John Puleasa

Title: Director Public health & Humans Services

Dated:

1/12/23

APPROVED AS TO FORM AND EXECUTION:

By: _____

Samuel Jandt

Title: County Attorney

Dated:

1-12-23

Houston County Agenda Request Form

Date Submitted: January 13, 2023 Board Date: January 24, 2023

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Approval requested to trade 2 compact track loaders again for 2023.

Unit #4221, JD 333G can be traded in for \$12.50 / hr with a 400 hr minimum. (\$5,000/yr minimum)
This will be the last year of the 3 year pricing schedule.

Unit # 4222, JD 325G can be traded in for \$10.00 hr with a 200 hr minimum. (\$2,000/yr minimum)
This is the first year of the 3 year pricing schedule.

Attachments/Documentation for the Board's Review:

Midwest Machinery Quotes

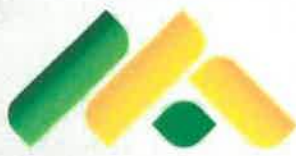
Justification:

Action Requested:

Approval to trade compact track loaders.

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

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



MIDWEST MACHINERY CO

Houston Co Hwy Dept.
1124 E Washington St
Caledonia, MN 55921

Dear Jordan,

I wanted to send a note to describe the annual roll proposal. This deal would apply to the purchase of a 333G. We would trade that unit out at 12 months from the purchase date (according to Sourcewell program holding period) for \$12.50/hr with a 400hr minimum. (\$5,000/yr minimum). We would commit to this pricing for 3 years past the original purchase. Original purchase date is March 2021.

Sincerely,

Dan Kruse
Location Manager
Midwest Machinery Co. Caledonia
507-923-1462
dkruse@mmcjd.com



JOHN DEERE

mmcjd.com

AITKIN • 218-927-2140	ALEXANDRIA • 320-763-4220	BAXTER • 218-829-5356	BENSON • 320-843-2610	CALEDONIA • 507-725-7000	CANNON FALLS • 507-263-4238	COLUMBUS • 651-464-5775	ELBOW LAKE • 218-685-4438	GLENCOE • 320-854-5571	GLENWOOD • 320-634-5151
GRAND MEADOW • 507-754-1100	HASTINGS • 651-437-7747	HOWARD LAKE • 320-543-2170	LITTLE FALLS • 320-632-5469	MADISON • 320-598-7575	MORRIS • 320-589-2011	NEW RICHMOND • 715-760-9990	NORTHFIELD • 507-645-4886	OSCEOLA • 715-220-4256	PAYNESVILLE • 320-243-7474
PLAINVIEW • 507-534-3116	PRINCETON • 763-389-3453	ROSEMOUNT • 651-423-2274	ST. CHARLES • 507-932-4030	SAUK CENTRE • 320-352-6511	SAUK RAPIDS • 320-252-2010	STEWART • 320-562-2630	TURTLE LAKE • 715-318-0425	WADENA • 218-631-2311	WANAMINGO • 507-824-2256



MIDWEST MACHINERY CO

Houston Co Hwy Dept.
1124 E Washington St
Caledonia, MN 55921

Dear Jordan,

I wanted to send a note to describe the annual roll proposal. This deal would apply to the purchase of a 325G. We would trade that unit out at 12 months from the purchase date (per Sourcewell program holding period) for \$10.00/hr with a 200hr minimum. (\$2,000/yr minimum). We would commit to this pricing for 3 years past the original purchase. Original purchase date is Aug. 2022.

Sincerely,

Dan Kruse
Location Manager
Midwest Machinery Co. Caledonia
507-923-1462
dkruse@mmcjd.com



JOHN DEERE

mmcjd.com

AITKIN • 218-927-2140	ALEXANDRIA • 320-763-4220	BAXTER • 218-829-5356	BENSON • 320-843-2610	CALEDONIA • 507-728-7000	CANNON FALLS • 507-253-4238	COLUMBUS • 651-454-5776	ELBOW LAKE • 218-685-4438	GLENCOE • 320-864-5571	GLENWOOD • 320-634-5151
GRAND MEADOW • 507-754-1100	HASTINGS • 651-437-7747	HOWARD LAKE • 320-543-2170	LITTLE FALLS • 320-632-5469	MADISON • 320-598-7575	MORRIS • 320-589-2011	NEW RICHMOND • 715-760-9990	NORTHFIELD • 507-645-4886	OSCEOLA • 715-220-4256	PAYNESVILLE • 320-243-7474
PLAINVIEW • 507-534-3116	PRINCETON • 763-389-3453	ROSEMOUNT • 651-423-2274	ST. CHARLES • 507-932-4030	SAUK CENTRE • 320-352-6511	SAUK RAPIDS • 320-252-2010	STEWART • 320-562-2630	TURTLE LAKE • 715-318-0425	WADENA • 218-631-2311	WANAMINGO • 507-824-2256

Houston County Agenda Request Form

Date Submitted: January 13, 2023 Board Date: January 24, 2023

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Purchase of Methyl Methacrylate (MMA) sealant and aggregate for sealing of bridge decks. This is for a material purchase only. In the past the County has contracted this maintenance work but for 2023 the work will be completed by the County staff.

Attachments/Documentation for the Board's Review:

Transpo Industries, Inc Quote and product sheet.

Justification:

Action Requested:

Approve the purchase of \$31,116.00 for the material purchase and an estimated \$1,700.00 for shipping with the understanding that the shipping may fluctuate.

Total approval of \$32,816.00.

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

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



20 Jones Street
New Rochelle, NY 10801-6098
914-636-1000 | 800-321-7870
Fax: 914-636-1282 | info@transpo.com
WWW.TRANSPO.COM

DATE : January 5, 2023
TO : Houston County DOT
PRODUCT NAME : **T-78 MMA Crack Healer/Sealer**
QUOTE NO. : 10455M

Unit Size and Description	Unit Price	Required Units	Extended Price
T-78 (50 gal drum)	\$4,200.00	7	\$29,400.00
T-78 (5-gal pail)	\$500.00		
T-78 (1 gal can)	\$108.00		
No. 1 Aggregate (50 lb bag)	\$11.00	156	\$1,716.00

TOTAL MATERIALS COST: \$31,116.00

The above pricing is valid through June, 2023. This quotation is valid for receipt of purchase order within 30 days. This quotation does not include the cost of freight. All shipments are F.O.B. Factory. Requests for insurance certificates are subject to additional fees. Quote number must be referenced when order is placed for pricing to be honored. Transpo Industries, Inc. does not accept returns on any materials shipped.

TERMS : Net 30 Days, with credit approval/Prepay – Credit Card Transactions assessed 3% fee
DELIVERY : Approximately 5-10 business days after receipt of purchase order

The actual coverage rates, yields, and quantities will depend on the surface condition, job wastes, etc. and we recommend that you order a minor additional quantity to avoid any project completion delays. A manufacturers' representative will be made available to you at \$450.00 per day plus expenses.

If you have any questions or wish to discuss the above quotation, I may be reached at either (573) 808-1040 or tdonnelly@transpo.com.

Sincerely,

Tom Donnelly
Midwest Regional Sales Manager



Transpo Industries, Inc.

manufactures a variety of innovative products and materials designed for improving road safety and bridge preservation. The company's reputation as an expert in rehabilitation, preservation and safety has made Transpo a leading supplier since 1968.

WWW.TRANSPO.COM

T-78 Crack Sealer

LOW VISCOSITY METHYL METHACRYLATE RESIN SYSTEM

Crack Sealer for Concrete Structures

Transpo T-78 Polymer Crack Sealer is a specially formulated, low viscosity, fast setting, Methyl Methacrylate (MMA) reactive resin system that is highly effective for sealing and filling cracks and pores in concrete surfaces and structures.

The low viscosity and surface tension of T-78 allows it to easily penetrate and fill deep cracks in existing concrete. It bonds well to the inner walls of cracks thereby restoring much of the original strength and reducing crack propagation. Its rapid curing time assures a quick return to service.



T-78 Polymer Crack Sealer seals cracks effectively and can be open to traffic in as little as an one hour.

PHYSICAL PROPERTIES*

Properties	Unit of Measure	Test
Viscosity	<5 - 10 cPs	Brookfield
Density	8.08 lb/gal	ASTM D2849
Tack Free Time @70°F	30-40 min	AASHTO T237
Pot Life @70°F	15-20 min	AASHTO T237
Flash Point	>50°F	ASTM D1310
Solids Content	100%	ASTM D1644
Tensile Strength	8,100 psi	ASTM D638
Tensile Elongation	5%	ASTM D638
Compressive Strength (24 hours)	12,800 psi	ASTM C3986

* To be used as general guidelines only



SAFER TRANSPORTATION THROUGH INNOVATION

T-78 Crack Sealer

LOW VISCOSITY METHYL METHACRYLATE RESIN SYSTEM

Features and Advantages

- Very Low Viscosity (<10 cPs)
- Fast Cure Time (45 minutes at 70° F)
- Fills and Bonds Cracks
- Easy Application
- Low Volatility
- Strengthens and Extends the Life of Concrete

Application Process

Surfaces receiving T-78 must be thoroughly cleaned and free of all dirt. Contaminates that might interfere with the proper adhesion of the material must be removed by sand blasting or shot blasting.

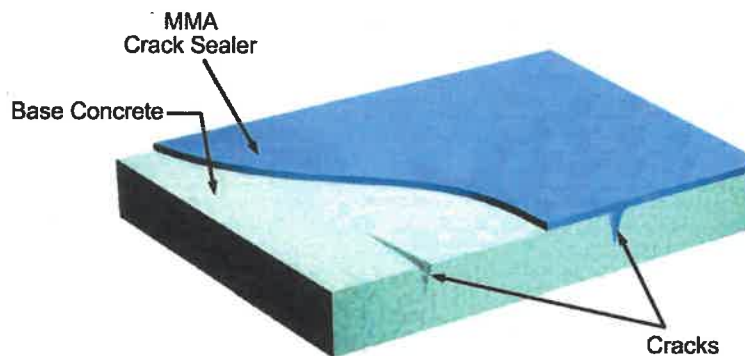
T-78 MMA Crack Sealer consists of two components: T-78 MMA resin and powder hardener. T-78 resin must be mixed with the appropriate amount of powder hardener just prior to application. It can be applied manually with a broom and squeegee or by using spray equipment.

Broadcast sand should be applied to the entire treated area prior to cure. It should be placed within minutes of the resin application and before any setting of the resin occurs.

Applications

Application of T-78 is easy. It requires minimal labor and there is no need for specialized equipment, resulting in low installation costs. The use of T-78 on concrete structures reduces chloride permeability thus protecting it from further deterioration. T-78 can be used for crack sealing and filling on numerous types of concrete structures:

- Concrete Bridge Decks
- Industrial Floors
- Parking Garages
- Aircraft Runways and Hangars
- Precast Concrete Elements
- Premature Cracking in New Concrete



TRANSPO
INDUSTRIES, INC.
www.transpo.com

Need More Information?

WWW.TRANSPO.COM/MATERIALS

Contact the materials experts at Transpo to find out more about the various products we offer. If you need advice on how to install the product, the professionals at Transpo will guide you through the process. Project specific questions? We can assist you in creating a cost-effective, tailored solution for your project.

Transpo Industries, Inc.
20 Jones Street
New Rochelle, NY 10801

914.636.1000
800.321.7870
914.636.1282
info@transpo.com

Phone
Toll Free
Fax



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Houston County Agenda Request Form

Date Submitted: January 17, 2023 Board Date: January 24, 2023

Person requesting appointment with County Board: Brian Pogodzinski

Issue:

Approval requested to attend the AASHTO Resource Technical Exchange in Fort Worth Texas from March 27-30, 2023. The conference, hotel, and transportation will be paid for by MnDot State Aid.

Attachments/Documentation for the Board's Review:

Justification:

Action Requested:

Approval to attend.

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

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

CDG work session request

Theressa Arrick-Kruger

Fri 1/20/2023 12:49 PM

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

Hi Allison,

Would the board be able to hold a work session with CDG on Tuesday February 14th of the 28th after their regular board meeting? This would be an in person work meeting with Johona Harris here.

Theressa Arrick-Kruger

Human Resource Director|Facilities Manager

Houston County |304. Marshall St. Suite 208 |Caledonia, MN 55921

O: 507-725-5822 | M: 507-500-1579



RE: CDG work session request

Theresa Arrick-Kruger

Fri 1/20/2023 12:53 PM

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

Ooops my typo. thanks

Tuesday February 14th OR the 28th

Theresa Arrick-Kruger

Human Resource Director|Facilities Manager

Houston County |304. Marshall St. Suite 208 |Caledonia, MN 55921

O: 507-725-5822 | M: 507-500-1579



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

Sent: Friday, January 20, 2023 12:51 PM

To: Theresa Arrick-Kruger <Theresa.Arrick-Kruger@co.houston.mn.us>

Subject: Re: CDG work session request

Thanks Tess. We will discuss if the date will work at Tuesday's meeting.

Allison

From: Theresa Arrick-Kruger

Sent: Friday, January 20, 2023 12:49:48 PM

To: Houston County BOC

Subject: CDG work session request

Hi Allison,

Would the board be able to hold a work session with CDG on Tuesday February 14th of the 28th after their regular board meeting? This would be an in person work meeting with Johona Harris here.

Theresa Arrick-Kruger

Human Resource Director|Facilities Manager

Houston County |304. Marshall St. Suite 208 |Caledonia, MN 55921

O: 507-725-5822 | M: 507-500-1579





Rural Child Care Innovation Program

HOUSTON COUNTY TOWN HALL

presented by:



First Children's Finance

JOIN US TO LEARN MORE ABOUT THE DATA COLLECTED
AND THE CHALLENGES OF CHILD CARE LOCALLY. HELP
IDENTIFY INNOVATIVE SOLUTIONS TO SUPPORT THE
LOCAL CHILD CARE WORKFORCE, AND THE CHILD CARE
SHORTAGE IN HOUSTON COUNTY.

This event is free & dinner is included!

Register with the QR Code:



or with the link:

<https://HoustonCountyTownHall.eventbrite.com>

TUESDAY, FEBRUARY 7TH

La Crescent Area Event Center

595 Veterans Parkway

La Crescent, MN

6:00pm - Dinner

6:30pm - Presentation

Registration

deadline is

January 31st

Funding provided by:

m DEPARTMENT OF
HUMAN SERVICES