



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, June 1, 2021

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.5 (Grant Acceptance) and approved the agenda, as amended.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Terry Snyder
SECONDER: Commissioner Leo Trunt
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, May 25, 2021 County Board Regular Session.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Leo Trunt
SECONDER: Commissioner Davin Tinquist
AYES: Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve and accept the State of Minnesota, Department of Human Services Multi-County Grant Contract between Itasca County Health & Human Services and the State of Minnesota for the Fraud Prevention Program

RESULT: RECOMMENDED FOR CONSENT **NEXT: 06/08/2021 2:30 PM**

2. Authorize entering into Mn/DOT Agreement No. 1045700 for Bridge Funding and adopt the Resolution Re: Agreement to State Transportation Fund (Bridge Bonds) Grant Terms and Conditions for SP 031-598-021.

RESULT: RECOMMENDED FOR CONSENT **NEXT: 06/08/2021 2:30 PM**

3. Adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Keewatin, which approves sale of Lot 12, Block 14 Plat of KEEWATIN under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (d) for a price of \$100.00 plus all associated costs.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/08/2021 2:30 PM
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4. Award the 2021 TSI Contract to Dale Steinert in the amount of \$6,300.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/08/2021 2:30 PM
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5. Authorize application for a 2021 Firewise grant of \$16,828.61, and if granted authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/08/2021 2:30 PM
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6. Accept the 2021 Minnesota Annual County Boat and Water Safety Grant Agreement between the State of Minnesota and Itasca County and authorize Board Chair Burl Ives and County Administrator Brett Skyles to sign the agreement and conflict of interest disclosure form.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/08/2021 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Sale of Tax-Forfeited Land to the City of Calumet for a Public Purposes

Real Estate Specialist Cindy Shevich provided information regarding the request to adopt the Resolution Re: Sale of Tax-Forfeited Land to the City of Calumet for a Public Purpose, which approves sale of Lots Nineteen (19) and Twenty (20), Block Seven (7) of the Original Townsite of the Village of Calumet under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$500.00 plus all associated costs.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/08/2021 2:30 PM
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3. 2021 Itasca Firewise Coordinator Service Contract

Motion To: Approve the 2021 Itasca County Firewise Coordinator service contract with Moore Outdoor Services, LLC for \$28,376.54 and authorize necessary signatures.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

4. Initiate and Obligate 2020 SRS Title III County Funds

Motion To: Initiate 2020 Secure Rural Schools (SRS) Act Title III County Funds and obligate 100% of the funds for the purposes to: (1) carry out activities under the Firewise Communities program, and/or (2) develop/carry out the Itasca County Community Wildfire Protection Plan (CWPP).

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

5. Grant Acceptance

Motion To: Accept the Community Living Infrastructure grant in the amount of \$291,200 for the 2022/2023 Fiscal Year and authorize necessary signatures.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance of recent Nashwauk Library Board, Laurentian RC&D, Kootasca Community Action (KCA), and Grand Village Board meetings.

Commissioner Tinquist reported on his attendance of recent Jail Committee, Grand Village Board, One Watershed/One Plan (1W1P), and Mississippi Headwaters Board (MHB) meetings.

Commissioner Trunt reported on his attendance of recent Arrowhead Counties Association (ACA) and Grand Village Board meetings.

Commissioner Snyder reported on his attendance of recent Grand Village Board and Fair Board meetings, as well meetings with local business owners regarding COVID related issues, DNR regarding land exchange/purchase requests, and Bigfork City regarding traffic control.

Commissioner Ives reported on his attendance of recent Itasca Economic Development Corporation (IEDC) and Intergovernmental Collaborative meetings, as well as a Harris Township Board meeting and a meeting with MnDOT regarding upcoming road construction projects.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an update regarding the Enbridge Appeal of State Property Valuations and urged the Commissioners and public to contact their state representatives to request a state pay option offset the amounts owed by counties, townships, and school districts.

IX. COMMISSIONER COMMENTS

Commissioner Snyder, Commissioner DeNucci, and Lobbyist Loren Solberg provided comment regarding the Enbridge Appeal of State Property Valuations.

Commissioner Snyder provided comment regarding his interest to discuss at a County Board meeting the process of setting salaries for elected officials.

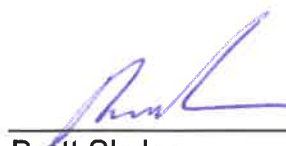
Commissioner Ives provided comment regarding his attendance at the recent funeral services for Sarah Grell, as well as Memorial Day services.

X. CLOSED SESSIONS**XI. ADJOURN**

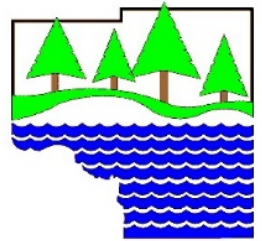
Chair Ives adjourned the meeting at 3:12 PM.

ATTEST

Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



June 1, 2021

Chair:

PULL: None

ADDITIONS:

1. Item #6.5 – Grant Acceptance

CHANGES: None

INFORMATIONAL: None

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, May 25, 2021

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:32 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:32 PM
Terry Snyder	District #2	Present	2:32 PM
Leo Trunt	District #3	Present	2:32 PM
Burl Ives	District #4	Present	2:32 PM
Ben DeNucci	District #5	Present	2:32 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, May 18, 2021 County Board Work Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. CONSENT AGENDA

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

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

1. Approve Co-Op Agreement between Itasca County and the City of Grand Rapids for closure of 5th Street during the Government Center construction project and authorize necessary signatures.
2. Authorize the County Engineer to enter into a professional service contract with Duluth Archaeology Center, LLC to provide cultural resource studies on nine (9) different proposed construction projects in the Transportation Department's 5 year plan.

3. Award Contract 59821 - CR 238 Road Reconstruction & Bridge Replacement to S & R Reinforcing, Inc. in the amount of \$2,320,295.70.00 and authorize the required signatures on the contract documents.
4. Approve service contract with S.E.H. for engineering design/bid administration/construction management services in the amount of \$26,500 for Phase 2 of the Paved Trail in Squaw Lake (S. Lake) including the advertisement for bids, and authorize necessary signatures.
5. Approve Cooperative Agreement between Minnesota Department of Natural Resources and Itasca County for the Albion - Pengilly Trail Culvert Replacement Project and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Recognition of County Employees
The following employees were recognized:
Welcome new Helpdesk Technician, MIS Department Steve Rossini effective May 17, 2021.

Congratulations to Mary Berard who transferred from Fraud Investigator, Business Division to an Eligibility Specialist, Family Services Division, Health & Human Services Department effective May 16, 2021.

Welcome new Custodian, Administrative Services Department Mike O'Claire effective May 17, 2021.

Farewell to Cory Smith whose last day as a Highway Maintenance Worker, Transportation Department was May 13, 2021 after 1+ years of service.

Farewell to Zeb Hemsworth whose last day as a Corrections Deputy, Sheriff Department was May 14, 2021 after 2 months of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of May 28, 2021, in the amount of \$3,627,904.00.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

4. ICHHS Warrants
Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for May 2021, in the amount of \$1,154,167.00.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

5. Phase 1 Correctional/Court Facility Construction Contracts

Motion To: Accept Letter of Withdrawal from Ben's Structural Fabrication, Inc. and reject said bid.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Approve Phase 1 Correctional/Court Facility construction contracts, pending County Attorney Review, and authorize signatures of the County Board Chair and County Administrator.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

RECESS

Chair Ives recessed the meeting at 2:51 PM.

RECONVENE

Chair Ives reconvened the meeting at 2:57 PM, with all members present.

6. Schedule Special Session

It was the consensus of the County Board to schedule a Special Session Re: American Rescue Plan (ARP) Funding on Tuesday, June 1, 2021 beginning at 12:30 PM in the Boardroom of the Itasca County Courthouse.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. COVID-19 Update

Health and Human Services (HHS) Director Eric Villeneuve provided a situational and informational update regarding COVID-19 (novel coronavirus) in Itasca County, including information regarding vaccination roll-out. If you have questions or concerns regarding COVID-19, please call the Public Health Hotline at (218) 327-6784, visit <http://www.co.itasca.mn.us/798/COVID-19-Coronavirus-Information>, or contact First Call for Help/211 at (218) 326-8565.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. County Based Purchasing (IMCare) Division Update/Presentation

Health Plan Division Manager Sarah Anderson and IMCare Controller Matt Alstad provided a County Based Purchasing (IMCare) Division Update, including information regarding the annual financial audit process.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. Review and Approval of IMCare 2020 Annual Financial Statements

Motion To: Approve the IMCare 2020 Annual Financial Statements.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

10. Review and Approval of IMCare Q1 2021 Financial Statements

Motion To: Approve the IMCare Q1 2021 Financial Statements.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

11. Bid Award for IRC Siding Project

Motion To: Award the bid for the siding replacement at the IRC building to TNT Construction Group, LLC in the amount of \$162,400 and authorize the required signatures on the contract documents, with funds to be paid out of the IRC Building Fund.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Burl Ives

12. Crisis Response Team Update

Crisis Response Team representative Cre Larson provided a Crisis Response Team update, including information regarding mental health crisis services provided in Itasca County.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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13. Construction Update – May 2021

Transportation Engineer Rachel Metelak provided a Highway Construction Update for May 2021.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

Commissioner Tinquist shared condolences for the family of Conservation Officer Sarah Grell.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 3:42 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 1, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1594

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

Fraud Prevention Program Grant

BOARD ACTION REQUESTED:

Approve and accept the State of Minnesota, Department of Human Services Multi-County Grant Contract between Itasca County Health & Human Services and the State of Minnesota for the Fraud Prevention Program

BACKGROUND:

The Fraud Prevention Program Grant is in the amount, and not to exceed, \$75,000 in each state fiscal year. This grant runs from July 1, 2021 - June 30, 2023. The Fraud Prevention Investigator does investigations for both Itasca County and Koochiching County.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Sample Fraud Prevention Contract

06/01/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/08/2021 2:30 PM
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Minnesota Department of Human Services Multi-County Grant Contract

This Grant CONTRACT, and all amendments and supplements to the CONTRACT ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Office of Inspector General – Financial Fraud and Abuse Investigations Division ("STATE") and [Click here to enter county name](#), an independent grantee, not an employee of the State of Minnesota, located at [Click here to enter physical address](#) ("REGIONAL ADMINISTRATIVE AGENCY").

RECITALS

STATE, pursuant to Minnesota Statutes, sections 256.01, subdivision 2(a)(6), 256.983 and 119B.02, subdivision 5, has authority to enter into contracts with counties for maintaining and establishing cost effective Fraud Prevention Investigation (FPI) programs in accordance with operational requirements, forms and reporting mechanisms as contained in the STATE's FPI Program Manual, and amendments and supplements thereto, which are incorporated herein by reference.

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

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

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

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **July 01, 2021**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **June 30, 2023**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

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

1.4. Survival of terms. REGIONAL ADMINISTRATIVE AGENCY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

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

2. REGIONAL ADMINISTRATIVE AGENCY'S DUTIES.

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

- a. Conduct timely fraud prevention investigations of applicants, recipients, and other participants in the human services programs administered by the REGIONAL ADMINISTRATIVE AGENCY.
- b. Ensure that its FPI program operations and investigative techniques follow the STATE's FPI Guidelines found in the Fraud Prevention Investigation Program Manual (hereinafter, FPI Guidelines), which are incorporated herein by reference, federal regulations, Minnesota laws, and REGIONAL ADMINISTRATIVE AGENCY ordinances.
- c. Refer for criminal prosecution public assistance recipients and providers who have committed intentional program violations (IPV) or, when such prosecutions are declined by a REGIONAL ADMINISTRATIVE AGENCY attorney or the REGIONAL ADMINISTRATIVE AGENCY decides not to pursue criminal prosecution of an IPV, pursue administrative disqualification of a provider or recipient in lieu of criminal prosecution in compliance with Minnesota Statutes, section 256.046.
- d. Use staff that qualify as investigators through the REGIONAL ADMINISTRATIVE AGENCY's personnel classification system or licensed by either the State of Minnesota Board of Peace Officer Standards and Training (POST) or State of Minnesota Board of Private Detective and Protective Agent Services.
- e. Notify the STATE of any staffing changes that result in fewer FPI investigators than are in the REGIONAL ADMINISTRATIVE AGENCY's approved CONTRACT attachments. REGIONAL ADMINISTRATIVE AGENCY staff changes that result in fewer investigators permanently will likely result in reduced FPI program funding.
- f. Allow REGIONAL ADMINISTRATIVE AGENCY FPI staff to attend and participate in the development and presentation of STATE sponsored training and/or other FPI program related workgroups.
- g. Utilize the State's FPI Program Integrity Network (FASE) for FPI staff to report the results of public assistance fraud investigations, whether administrative, civil or criminal.
- h. Maintain investigative case files as required by the FPI Guidelines. The REGIONAL ADMINISTRATIVE AGENCY shall provide the STATE access to all FPI case files during the REGIONAL ADMINISTRATIVE AGENCY'S regular business hours.
- i. Timely submit narrative, financial and/or statistical reports either as required in FPI Guidelines or as requested by the STATE.

- j. Ensure that eligibility workers make referrals to the REGIONAL ADMINISTRATIVE AGENCY'S FPI staff when appropriate and cooperate with case action reporting requirements.
- k. Ensure that healthcare overpayments arising from FPI investigations are calculated and reported to FPI investigators to the same extent as all other programs related to the FPI program. The STATE will regularly monitor the REGIONAL ADMINISTRATIVE AGENCY'S compliance with this obligation. Compliance will be a component of the STATE'S evaluation of the REGIONAL ADMINISTRATIVE AGENCY'S FPI program.
- l. Annually provide training to REGIONAL ADMINISTRATIVE AGENCY's eligibility workers in fraud detection to assist them in identifying cases that should be referred.
- m. Evaluate FPI referral rates among eligibility workers in order to help identify fraud detection training needs.
- n. Cooperate with the STATE in maintaining cost effective program operations by expanding FPI service coverage to other counties as deemed necessary by the STATE.
- o. Provide short term fraud prevention investigation services to other counties as deemed necessary by the STATE.
- p. Submit quarterly claim reimbursement for the FPI program expenditures on the STATE's Financial Operations Division's Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550).
- q. **REQUIRED REGIONAL ADMINISTRATIVE AGENCY ATTACHMENTS.** The REGIONAL ADMINISTRATIVE AGENCY agrees to incorporate by reference the following information as an attachment to this CONTRACT. This information must be provided to and approved by the STATE before this CONTRACT becomes effective:
 - 1. REGIONAL ADMINISTRATIVE AGENCY organizational chart showing its management structure and divisions, and the number and placement of REGIONAL ADMINISTRATIVE AGENCY FPI staff within this structure.
 - 2. Position descriptions and personnel classification of funded REGIONAL ADMINISTRATIVE AGENCY FPI employees, including an itemization of all tasks performed and the percentage of time spent on those tasks.
 - 3. Where applicable, contractual agreements between REGIONAL ADMINISTRATIVE AGENCY and service providers of fraud prevention investigation services.
 - 4. A copy of the REGIONAL ADMINISTRATIVE AGENCY'S policy and procedures for resolving intentional program violations through criminal prosecution or through the administrative disqualification hearing process when a completed fraud prevention investigation identifies an intentional program violation and no criminal action is taken.
- r. **REGIONAL ADMINISTRATIVE AGENCY OBLIGATIONS RELATED TO USE OF THE STATE'S FRAUD APPLICATION SYSTEM ENVIRONMENT (FASE) ELECTRONIC DATABASE.**
 - 1. The REGIONAL ADMINISTRATIVE AGENCY is responsible for ensuring that the STATE's FASE electronic database is utilized only by FPI REGIONAL ADMINISTRATIVE AGENCY staff or agents, and their related support staff where applicable, and only for legitimate REGIONAL ADMINISTRATIVE AGENCY business or State business.
 - 2. The STATE is exclusively responsible for approving requests for FASE access and for determining and providing access rights to all FASE users. FASE access shall be granted only to individuals performing investigative work essential to the FPI program.
 - 3. The REGIONAL ADMINISTRATIVE AGENCY shall ensure that all REGIONAL ADMINISTRATIVE AGENCY users and agents who are provided access to FASE fully complete a FASE Access Request form approved and signed by their immediate supervisor. The REGIONAL ADMINISTRATIVE AGENCY shall maintain the original and send a copy to the State. All FASE Access Request forms must be sent to the STATE's FPI

Program Administrator or her/his successors. The REGIONAL ADMINISTRATIVE AGENCY shall immediately notify the STATE in writing if an employee who has access to FASE's employment ends, role changes, or access to FASE is no longer required or appropriate.

4. If any REGIONAL ADMINISTRATIVE AGENCY supervisor, manager, or executive, or REGIONAL ADMINISTRATIVE AGENCY personnel responsible for monitoring access to state or REGIONAL ADMINISTRATIVE AGENCY electronic databases, develops a reasonable suspicion that FASE or any database that is accessed through FASE or used for investigative purposes, has been used or accessed improperly or illegally, the REGIONAL ADMINISTRATIVE AGENCY shall immediately investigate the matter and notify the STATE in writing no later than one (1) day following the REGIONAL ADMINISTRATIVE AGENCY's confirmation that an improper or illegal access, use or disclosure has occurred. "Reasonable suspicion" means any information or data that objectively supports the REGIONAL ADMINISTRATIVE AGENCY'S belief that improper or illegal access, disclosure or use has occurred. **A request to the STATE (or any other database provider) for an audit of any FASE user's use or access does not constitute notice of illegal access, use or disclosure has occurred.**
5. The REGIONAL ADMINISTRATIVE AGENCY shall provide the STATE with all details of the improper or illegal use or disclosure. Failure to provide this notice may result in the REGIONAL ADMINISTRATIVE AGENCY's loss of access to FASE. The STATE may terminate, suspend or otherwise limit the REGIONAL ADMINISTRATIVE AGENCY's or any user's or agent's access to FASE based upon a determination that FASE was accessed or used improperly or illegally, or if a REGIONAL ADMINISTRATIVE AGENCY user or agent is responsible for an improper disclosure. The REGIONAL ADMINISTRATIVE AGENCY agrees to cooperate with any investigation related to FASE, or any database accessed through FASE, improper or illegal use or disclosure as required or requested by the STATE.
6. Within one (1) business day following any REGIONAL ADMINISTRATIVE AGENCY determination of an improper or illegal use of or disclosure from FASE or any database accessed through FASE, the REGIONAL ADMINISTRATIVE AGENCY shall notify the STATE in writing of the details of that resolution.
7. The REGIONAL ADMINISTRATIVE AGENCY shall prepare a report, and deliver to the STATE, the facts and results of the investigation. The report must at a minimum include:
 - (i.) a description of the data that was accessed or acquired;
 - (ii.) the names and number of individuals whose data was improperly accessed, disclosed or acquired;
 - (iii.) the name of each REGIONAL ADMINISTRATIVE AGENCY user or agent determined responsible for the unauthorized access, disclosure or acquisition and the amount of their unauthorized access for each victim; and
 - (iv.) the final disposition of any disciplinary action taken against each REGIONAL ADMINISTRATIVE AGENCY user in response, or if disciplinary action or other action was determined to be unnecessary, the specific findings and reasons for that determination, excluding information protected by law.
8. All communications regarding an improper or illegal use of or disclosure from FASE, or the databases accessed through FASE, shall be sent to the Department of Human Services, Office of Inspector General, Financial Fraud and Abuse Division, manager of eligibility and child care provider investigations or successor.

9. The REGIONAL ADMINISTRATIVE AGENCY agrees to assist the STATE in any investigation of a REGIONAL ADMINISTRATIVE AGENCY's improper or illegal use of FASE.
 10. The REGIONAL ADMINISTRATIVE AGENCY agrees comply with Minnesota Statutes, section 13.055 in relation to any breach in the security of data.
 11. The REGIONAL ADMINISTRATIVE AGENCY agrees to indemnify STATE to the extent provided in clause 10, Liability, and hold harmless the STATE from any lawsuits or damages, including punitive damages, resulting from REGIONAL ADMINISTRATIVE AGENCY staff data breaches that result from FASE use.
 12. The STATE may immediately terminate FASE access, and access through FASE to any database or website that is accessed through FASE, for any REGIONAL ADMINISTRATIVE AGENCY staff that misuses FASE.
- s. The STATE reserves the exclusive right to determine the action it will take against the REGIONAL ADMINISTRATIVE AGENCY for any REGIONAL ADMINISTRATIVE AGENCY user's or REGIONAL ADMINISTRATIVE AGENCY agent's misuse of FASE access or any database or website that is accessed through FASE.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [Minnesota IT \(MN.IT\) Accessibility Standards](#), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

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

3. CONSIDERATION AND TERMS OF PAYMENT.

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

- a. **Compensation.** REGIONAL ADMINISTRATIVE AGENCY will be paid in accordance with **Attachments A-1**, 2022 Budget Justification Form and **Attachments A-2**, 2023 Budget Justification Form, which are attached and incorporated into this CONTRACT. REGIONAL ADMINISTRATIVE AGENCY reimbursements shall be made through the settlement provisions as provided in the Cost Allocation Plan for claiming FPI costs and summarized on the applicable pages of the STATE'S Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550) or other expenditure reporting formats approved by the STATE'S Financial Operations.

1. REGIONAL ADMINISTRATIVE AGENCY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the smaller line item and when the total obligation and salaries/fringe benefits remain unchanged.
 2. If REGIONAL ADMINISTRATIVE AGENCY's approved budget changes proceed without an amendment pursuant to this clause, REGIONAL ADMINISTRATIVE AGENCY must record the budget change in EGMS or on a form provided by STATE.
- b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of REGIONAL ADMINISTRATIVE AGENCY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan](#).¹ REGIONAL ADMINISTRATIVE AGENCY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.
- c. Total obligation.** The total obligation of STATE for all compensation and reimbursements to REGIONAL ADMINISTRATIVE AGENCY shall not exceed **dollars (\$0.00)** in each of the state fiscal years 2022 and 2023.

3.2. Terms of payment

- a. Invoices/Claims.** REGIONAL ADMINISTRATIVE AGENCY reimbursement shall be made through the settlement provisions applicable to the Supplemental Nutrition Assistance Program (SNAP), Minnesota Family Investment Program (MFIP), child care assistance programs, the medical assistance program, and other federal and state-funded programs. Payments shall be made through the settlement provisions as provided in the Cost Allocation Plan for claiming FPI costs and summarized on the applicable pages of the STATE'S Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550) or other expenditure reporting formats approved by the STATE'S Financial Operations.
- b. Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to REGIONAL ADMINISTRATIVE AGENCY. In the event of such termination, REGIONAL ADMINISTRATIVE AGENCY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

4. CONDITIONS OF PAYMENT.

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

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

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

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

5. PAYMENT RECOUPMENT.

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

- a. Any amounts received by REGIONAL ADMINISTRATIVE AGENCY from the STATE for CONTRACT services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by REGIONAL ADMINISTRATIVE AGENCY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);
- d. Any amounts paid by STATE for which REGIONAL ADMINISTRATIVE AGENCY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by REGIONAL ADMINISTRATIVE AGENCY to perform CONTRACT services, in accordance with clause 1, REGIONAL ADMINISTRATIVE AGENCY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or REGIONAL ADMINISTRATIVE AGENCY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, REGIONAL ADMINISTRATIVE AGENCY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that REGIONAL ADMINISTRATIVE AGENCY has breached a material term of the CONTRACT, or when REGIONAL ADMINISTRATIVE AGENCY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

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

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

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

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Kristine Preston** or successor. Phone and email: **651.431.2618 and Kristine.Preston@state.mn.us**. This representative shall have final authority for acceptance of REGIONAL ADMINISTRATIVE AGENCY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. REGIONAL ADMINISTRATIVE AGENCY. REGIONAL ADMINISTRATIVE AGENCY's Authorized Representative is [Click here to enter name](#) or successor. Phone and email: [Click here to enter text](#). If

REGIONAL ADMINISTRATIVE AGENCY's Authorized Representative changes at any time during this CONTRACT, REGIONAL ADMINISTRATIVE AGENCY must immediately notify STATE.

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

7.4. Project Manager. The STATE's Project Manager for this CONTRACT is **Mary McCarthy** or successor. Phone and email: **(651) 431-3957 and mary.mccarthy@state.mn.us**.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

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

10. INFORMATION PRIVACY AND SECURITY. REGIONAL ADMINISTRATIVE AGENCY will receive private information and protected health information protected by the Minnesota Government Data Practices Act and the Health Information Portability and Accountability Act (HIPAA) from STATE in the course of performing its duties under this CONTRACT. Information privacy and security shall be governed by the "Information Privacy and Security Agreement," and/or the "Business Associate Agreement," which the REGIONAL ADMINISTRATIVE AGENCY and the Minnesota Department of Human Services (DHS) executed in 2015 that are on file at DHS, as well as any current or future amendments to those documents. In accord with 45 C.F.R. § 164.512(d), PHI will be disclosed to the REGIONAL ADMINISTRATIVE AGENCY because it is performing a health oversight activity under this CONTRACT.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs,

negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by REGIONAL ADMINISTRATIVE AGENCY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by REGIONAL ADMINISTRATIVE AGENCY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

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

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by REGIONAL ADMINISTRATIVE AGENCY, including its employees and subcontractors, and are created and paid for under this CONTRACT, REGIONAL ADMINISTRATIVE AGENCY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. REGIONAL ADMINISTRATIVE AGENCY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** REGIONAL ADMINISTRATIVE AGENCY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. REGIONAL ADMINISTRATIVE AGENCY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither REGIONAL ADMINISTRATIVE AGENCY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** REGIONAL ADMINISTRATIVE AGENCY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, REGIONAL ADMINISTRATIVE AGENCY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at REGIONAL ADMINISTRATIVE AGENCY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. REGIONAL ADMINISTRATIVE AGENCY will be responsible for payment of any and all such claims, demands, obligations, liabilities,

costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in REGIONAL ADMINISTRATIVE AGENCY's or STATE's opinion is likely to arise, REGIONAL ADMINISTRATIVE AGENCY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

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

13. AUDIT REQUIREMENTS AND REGIONAL ADMINISTRATIVE AGENCY DEBARMENT INFORMATION.

13.1. State audit.

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

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

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

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

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

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

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

a. Instructions for Certification

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

participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

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

14. JURISDICTION AND VENUE.

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

15. CLERICAL ERRORS AND NON-WAIVER.

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

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

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

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

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

16.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and REGIONAL ADMINISTRATIVE AGENCY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

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

17. PROCURING GOODS AND CONTRACTED SERVICES.

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

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

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

18. SUBCONTRACTS.

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

19. LEGAL COMPLIANCE.

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

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

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

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

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

20. OTHER PROVISIONS

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____

CONTRACT No:

2. REGIONAL ADMINISTRATIVE AGENCY

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Distribution: (fully executed CONTRACT to each)

Contracting and Legal Compliance Division

REGIONAL ADMINISTRATIVE AGENCY

State Authorized Representative



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 1, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1586

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Bridge Bonding Agreement for SAP 031-598-021 - CR 238 Bridge Replacement

BOARD ACTION REQUESTED:

Authorize entering into Mn/DOT Agreement No. 1045700 for Bridge Funding and adopt the Resolution Re: Agreement to State Transportation Fund (Bridge Bonds) Grant Terms and Conditions for SP 031-598-021.

BACKGROUND:

The replacement of the bridge on CR 238 over Unnamed Creek will occur during the summer of 2021 through fall of 2022. Construction will be funded by bridge bonding, unorganized township and County preservation.

The State of Minnesota Bridge Bond Funds are in the amount of \$1,092,124.90 for Bridge No. 31576, SP 31-598-021. Passing the attached resolution and executing Agreement Number 1045700 is required before the State will release funds to the County.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. 031-598-021 Bridge Bond Grant Agreement - Unsigned

06/01/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/08/2021 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 1, 2021

RESOLUTION

**RE: AGREEMENT TO STATE TRANSPORTATION FUND, LOCAL BRIDGE REPLACEMENT
PROGRAM, GRANT TERMS AND CONDITIONS, SAP 031-598-021**

WHEREAS, Itasca County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for construction of Bridge No. 31576; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, the amount of the grant has been determined to be \$1,092,124.90 by reason of the lowest responsible bid.

NOW THEREFORE BE IT RESOLVED, that Itasca County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, Section 174.50, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)

GRANT AGREEMENT

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2020, 5th Special Session, Chapter 3- H.F. 1. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

Itasca County
123 NE 4th Street
Grand Rapids, MN 55744

Contact: Karin Grandia

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LBRP Funds	Amount of Required Matching Funds	Completion Date
SAP 031-598-021 Moose Creek Bridge Replacement Old Number - 88209 New Number - 31576	\$1,092,124.90	\$1,228,170.80	December 31, 2023

3. Total Amount of LBRP Grant for all projects under this Agreement: \$1,092,124.90
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

Exhibit A	Completed Sources and Uses of Funds Schedule
Exhibit B	Project Completion Schedule
Exhibit C	Bond Financed Property Certification
Exhibit D	Grant Application
Exhibit E	Grantee Resolution Approving Grant Agreement
Exhibit F	General Terms and Conditions

5. Additional requirements, if any:
6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

By: _____
Burl Ives

Title: Itasca County Board Chair

Date: _____

By: _____
Karin Grandia

Title: Itasca County Engineer

Date: _____

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance

By: _____

Title: State Aid Programs Engineer

Date: _____

Office of Financial Management, Grant Unit

By: _____
Agency Grant Supervisor

Date: _____

OFFICE OF CONTRACT MANAGEMENT

By: _____
Contract Administrator

Date: _____

EXHIBIT A**SOURCES AND USES OF FUNDS SCHEDULE**

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LBRP	
LBRP Grant	<u>\$1,092,124.90</u>	Grant Funds:	
Other:		Bridge Construction	<u>\$1,092,124.90</u>
	\$		\$
	\$		\$
	\$		\$
Subtotal	<u>\$1,092,124.90</u>	Subtotal	<u>\$1,092,124.90</u>
Public Entity Funds:		Items paid for with Non-LBRP Grant Funds:	
Matching Funds		Old Bridge Removal & Approach Grading	<u>\$1,228,170.80</u>
Local Match	<u>\$1,228,170.80</u>		\$
	\$		\$
	\$		\$
Subtotal	<u>\$1,228,170.80</u>	Subtotal	<u>\$1,228,170.80</u>
TOTAL FUNDS	<u>\$2,320,295.70</u>	TOTAL PROJECT COSTS	<u>\$2,320,295.70</u>

EXHIBIT B

PROJECT COMPLETION SCHEDULE

(Provide for enough time to final the project through the MnDOT state aid pay request process.)

B-1 (SAP 031-598-021) Begin Project – July 5, 2021
Complete bridge approach road surcharge – November 15, 2021
Project complete – December 31, 2023

EXHIBIT C**BOND FINANCED PROPERTY CERTIFICATION**State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Itasca, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20____; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: _____, 20____

Itasca County*[name of Public Entity grantee]*, a political subdivision of the State of Minnesota

By: _____

Name: Burl IvesTitle: Itasca County Board Chair

By: _____

Name: Karin GrandiaTitle: Itasca County Engineer

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

(Insert a narrative or graphic description of the Restricted Property for the project. It need not be a legal description if a legal description is unavailable.)

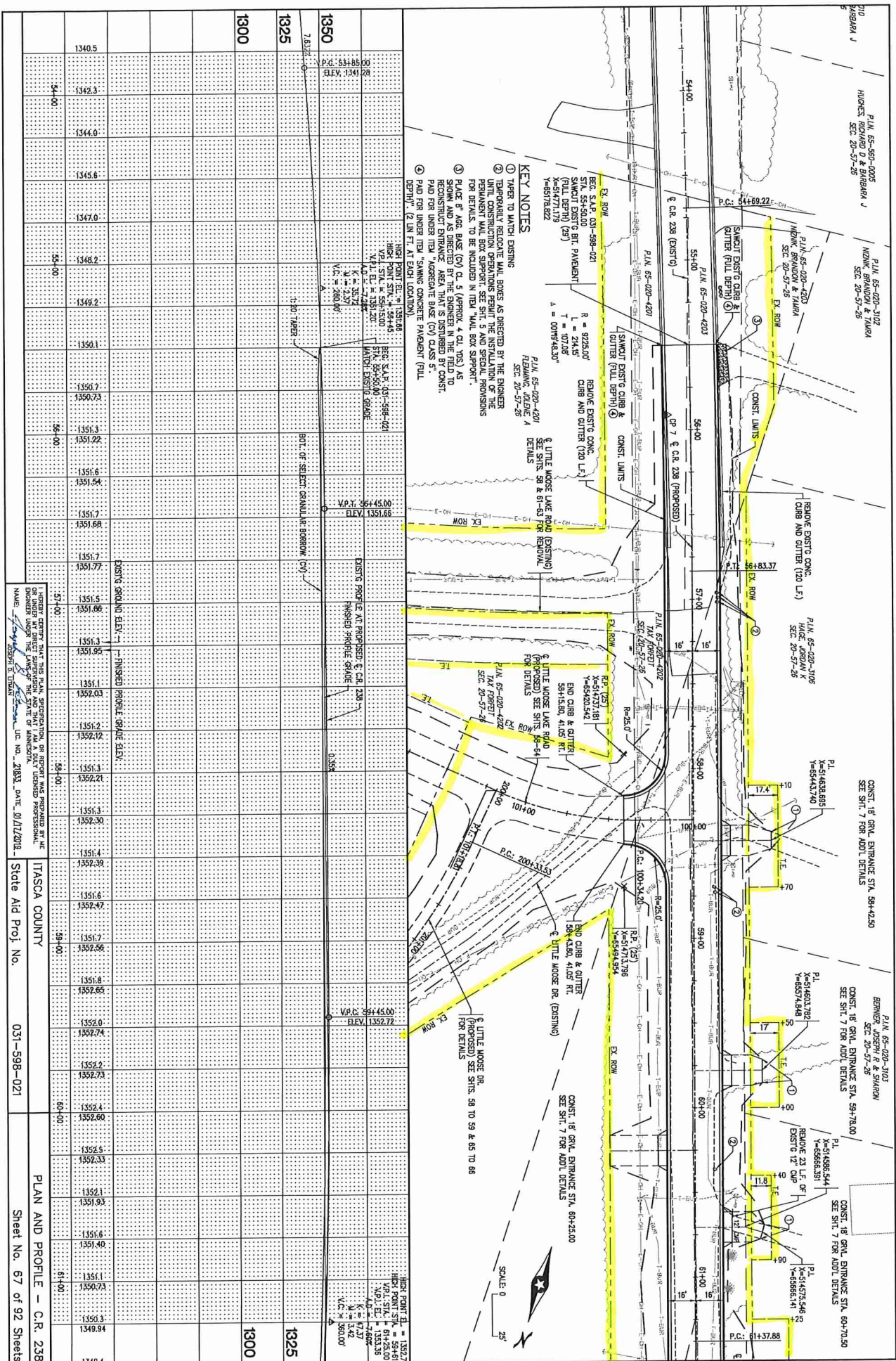
See attached project maps for graphic description of project right of way shown in yellow.

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

(Insert a narrative or graphic description of the Restricted Property for the project. It need not be a legal description if a legal description is unavailable.)

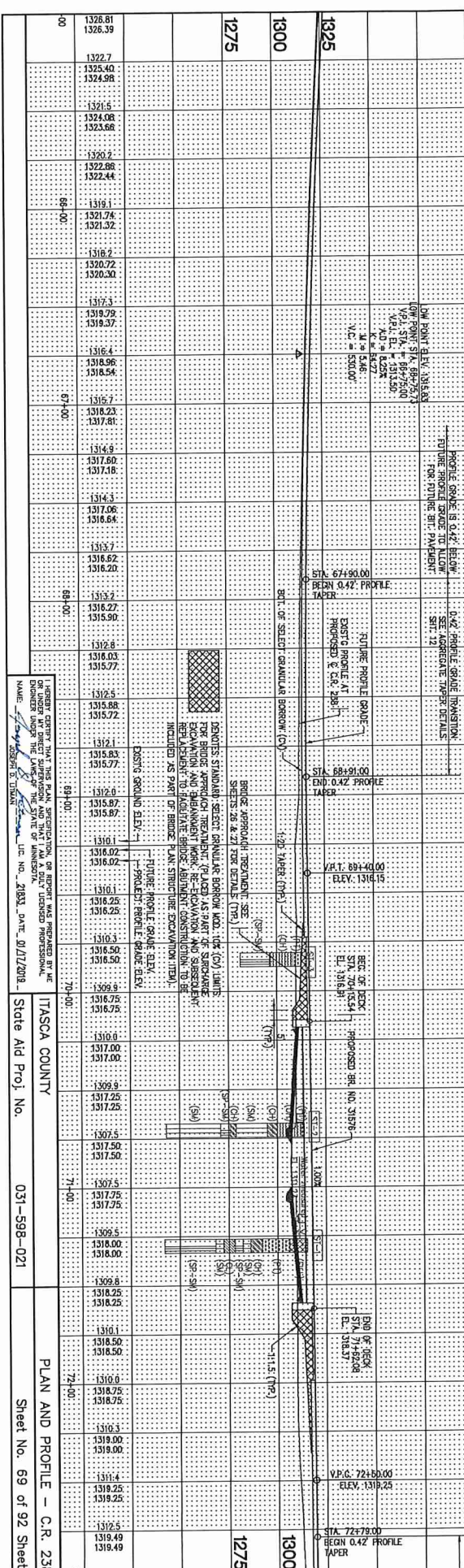
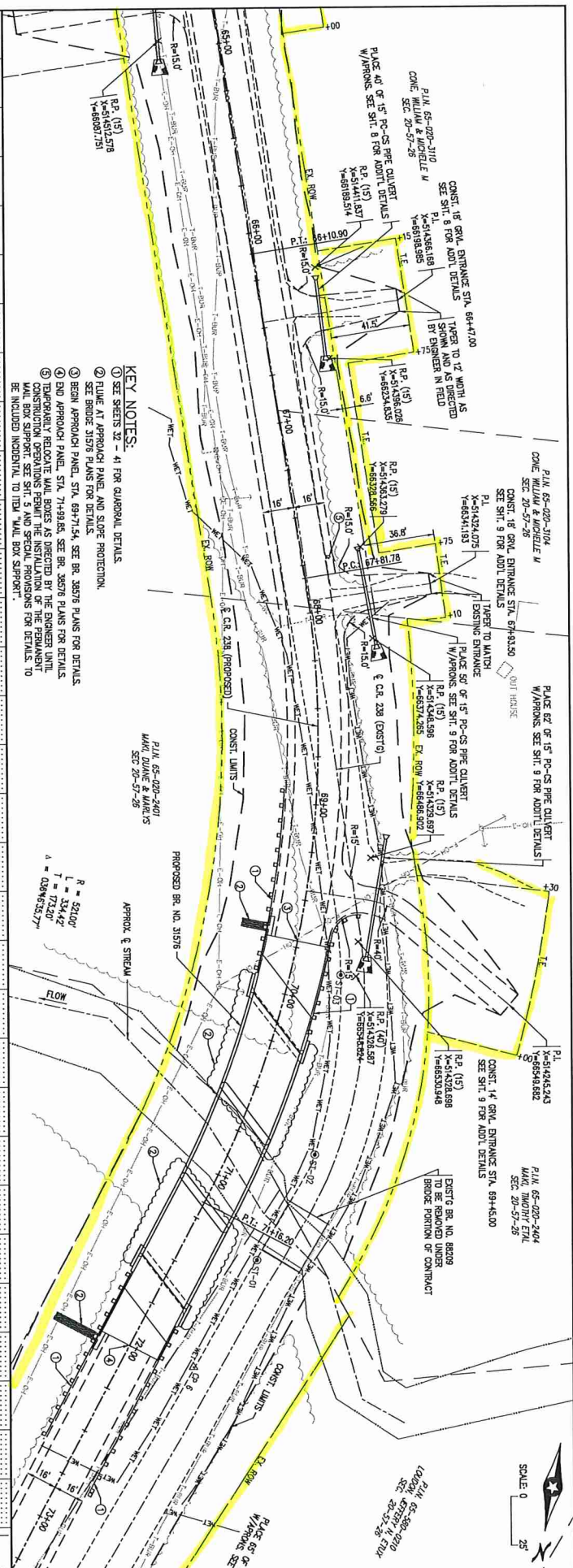
See attached project maps for graphic description of project right of way shown in yellow.



ENGINEER'S CERTIFICATE OF PROFESSIONAL DESIGN
 I, the undersigned, a duly licensed Professional Engineer in the State of Minnesota, do hereby certify that I am the author of the design shown on this drawing, and that I am a duly licensed Professional Engineer in the State of Minnesota.
 DATE: 01/17/2013

ITASCA COUNTY
 State Aid Proj. No. 031-598-021

PLAN AND PROFILE - C.R. 238
 Sheet No. 67 of 92 Sheets

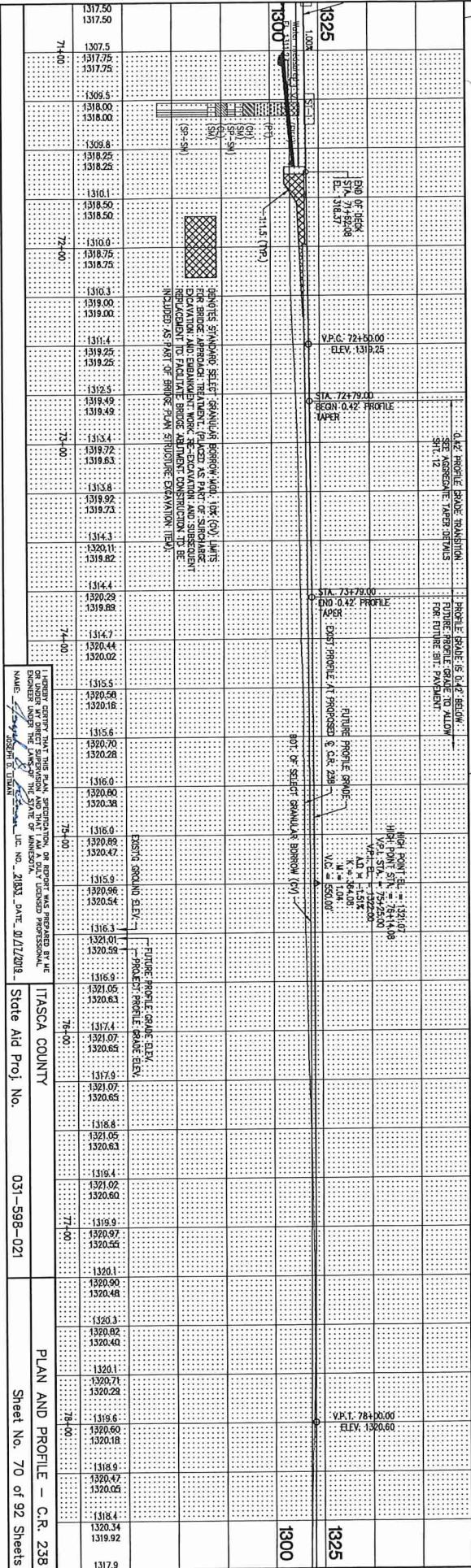
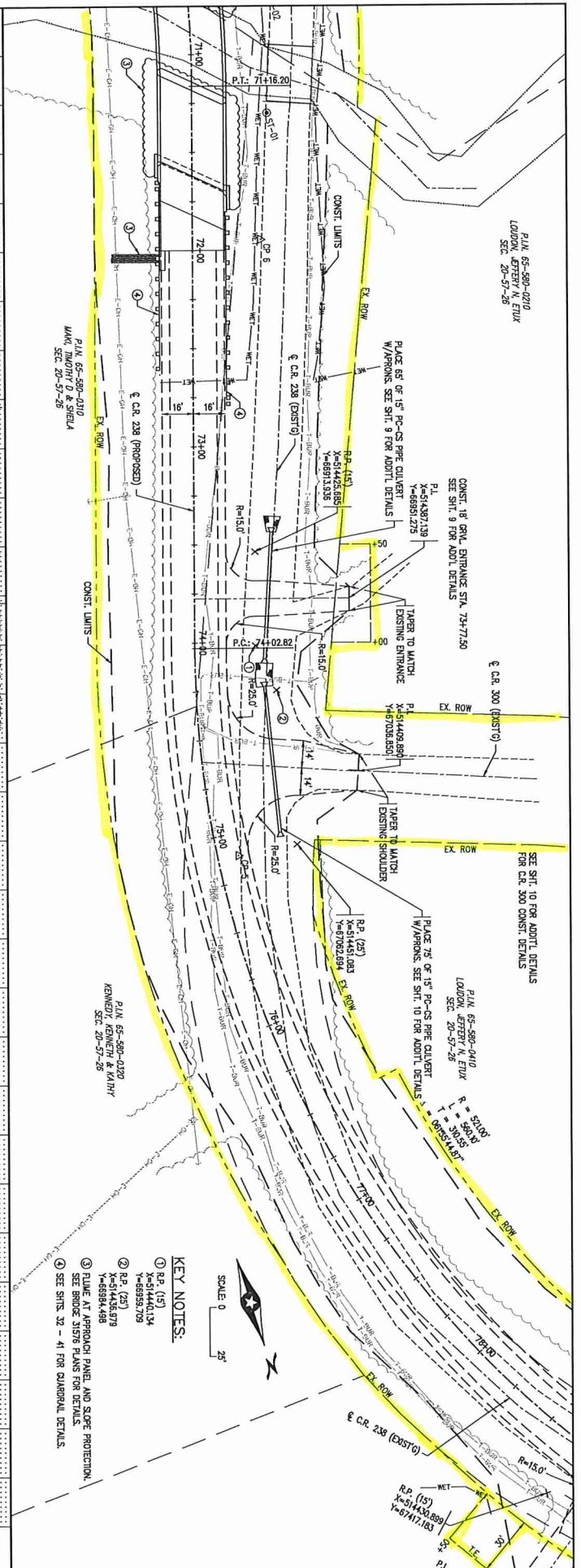


DESIGNED BY: *[Signature]* DATE: 01/17/2013
 CHECKED BY: *[Signature]* DATE: 01/17/2013
 STATE AID PROJ. NO. 031-598-021

ITASCA COUNTY

031-598-021

PLAN AND PROFILE - C.R. 238
 Sheet No. 69 of 92 Sheets



IITASCA COUNTY
 State Aid Proj. No. 031-598-021
 PLAN AND PROFILE - C.R. 238
 Sheet No. 70 of 92 Sheets

EXHIBIT D

GRANT APPLICATION

Attach the grant application for the project



APPLICATION FOR BRIDGE FUNDS

State of Minnesota - Department of Transportation
State Aid for Local Transportation

Identification	Project Number	031-598-021	Old Bridge Number	88209
	New Bridge No.	31576	Over	Stream
	County of	Itasca	Road or Street No.	CR 238
	Township of	Unorganized	Road or Street Name	
	Municipality of		Proposed Const Year	2019
Does the municipality have a population of 5,000 or less? ☐ Yes ☐ No				
Eligibility	Bridge Sufficiency Rating	29.2	Is this bridge hydraulically deficient? ☐ Yes ☒ No	
	Adequacy Status from Structure Inventory	☒ Structurally Deficient ☐ Functionally Obsolete ☐ Adequate		
	Date of Council/Board action prioritizing this bridge	April 28, 2015		
Is this a road-in-lieu of bridge project? ☐ Yes ☒ No				
Prioritization	How many people are affected by this deficiency?		220	What is the ADT on this bridge?
			220	
	Describe the economic importance of replacing this bridge.			
	Replacing this deficient structure will ensure continued reliable operation of Itasca County's transportation system and provide for safe and efficient movement of goods and services through Itasca County			
	Is the road designated or planned to be designated as a Minimum Maintenance road? ☐ Yes ☒ No			
(Attach additional sheets for explanation if necessary)				
Is the township net tax capacity less than \$300,000? ☐ Yes ☐ No				
Is the bridge listed on the National Register of Historic Places or been determined to be eligible? ☐ Yes ☒ No				
National Register of Historic Places link here: http://www.nps.gov/history/nr/research/				
Cost Estimate		Eligible Amount		Ineligible Amount
	Structure Costs	\$ 1,001,037		\$
	Approach Costs	\$		\$ 982,494
	Engineering Costs	\$		\$ 350,000
	Total Costs	\$ 1,001,037		\$ 1,332,494
Total Project Cost			\$ 2,333,531	
 County/City Engineer 4-1-19 Date				
DSAE	DISTRICT STATE AID ENGINEER RECOMMENDATION			
	Replace _____	Defer _____	District State Aid Engineer Signature _____ Date _____	
Approval	STATE AID USE ONLY	Federal-Aid	\$	
		State-Aid	\$	
		Local/Other	\$	
		Town Bridge	\$	
		Unallocated Town Bridge	\$	
		State Bridge Funds	\$	
Total	\$			

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LBRP Grant” - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LBRP” - means the Local Bridge Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LBRP Grant” - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

“Public Entity” - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 Grant of Monies. MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 Public Ownership. The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement. .

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LBRP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III
COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

- A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

- B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner's Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner's Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity's interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT's obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate

of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public

Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briesse, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 **Public Entity Tasks.** Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and

documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 1, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1585

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Sale of Tax-Forfeited Land to the City of Keewatin

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Keewatin, which approves sale of Lot 12, Block 14 Plat of KEEWATIN under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (d) for a price of \$100.00 plus all associated costs.

BACKGROUND:

The City of Keewatin has requested purchase of tax-forfeited land legally described as Lot 12, Block 14, Plat of KEEWATIN for the amount of \$100.00. Minnesota Statute 282.01, Subd. 1a (d) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for less than their market value if the county board determines that

(1) a reduced price is necessary to provide an incentive to correct the blighted conditions that make the land undesirable in the open market, and

(2) the governmental subdivision has documented its specific plans for correcting the blighted conditions.

The Itasca County Board of Commissioners has classified the above described property as non-conservation land, and has determined the land to be undesirable in the open market due to blighted conditions. The City of Keewatin has documented plans to correct the blighted conditions at the expense of the City of Keewatin.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Location_Map 92-410-1445
2. City Resolution

06/01/2021



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 1, 2021

RESOLUTION

RE: SALE OF TAX-FORFEITED LAND TO THE CITY OF KEEWATIN

WHEREAS, the City of Keewatin has requested purchase of tax-forfeited land legally described as Lot 12, Block 14, Plat of KEEWATIN for the amount of \$100.00 and,

WHEREAS, Minnesota Statute 282.01, Subd. 1a (d) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for less than their market value if the county board determines that

(1) a reduced price is necessary to provide an incentive to correct the blighted conditions that make the land undesirable in the open market, and

(2) the governmental subdivision has documented its specific plans for correcting the blighted conditions, and

WHEREAS, the Itasca County Board of Commissioners has classified the above described property as non-conservation land, and has determined the land to be undesirable in the open market due to blighted conditions, and

WHEREAS, the City of Keewatin has documented plans to correct the blighted conditions at the expense of the City of Keewatin, now therefore

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves sale of the above described land under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (d) for a price of \$100.00 plus all associated costs.

Parcel #92-410-1445
Lot 12, Block 14 Plat of Keewatin



The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.



0 25 50 100
Feet

City of Keewatin
127 W. 3rd Avenue P.O. Box 190 Keewatin, MN 55753
Phone: 218-778-6517 Fax: 218-778-6143

CITY OF KEEWATIN, MINNESOTA
RESOLUTION 2021-05

STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF KEEWATIN

**A RESOLUTION REQUESTING CONVEYANCE OF TAX-FORFEITED TRUST
PARCEL FOR AN AUTHORIZED PUBLIC USE**

WHEREAS, there is a property located at 223 W. 2nd Avenue, and legally described as:
LOT 12 BLK 14 Itasca County, Minnesota; and

WHEREAS, Minnesota Statute 282.01 subd. 1a € allows for, upon written request of a governmental subdivision of the state, the County Board's approval of the conveyance of a tax forfeited trust land to the public entity for an authorized public use of the tax forfeited trust land; and

WHEREAS, the property has been forfeited to the State of Minnesota, in trust for the taxing districts, and is managed by Itasca County. The property is a hazard to public safety; and

WHEREAS, the building is deemed to be uninhabitable and it is apparent to the City of Keewatin that the structure located at 223 W. 2nd Avenue constitutes a hazardous building as defined in Minnesota Statute 465.15, Subd. 3; and

NOW THEREFORE BE IT RESOLVED that the authorizing authority of the City of Keewatin respectfully requests that Itasca County withhold the property from sale. The City of Keewatin also requests, that the Itasca County Board consider approving conveyance of said tax-forfeited trust parcel to the City of Keewatin for \$100.00, as provided for under Minnesota Statute 282.01 Subd. 1a € and Minnesota Statute 465.035, due to blighted conditions. The City of Calumet would then be willing to coordinate the removal of the structures and pay for the same.

Motion was made by: LaBine, seconded by Thronson

Upon vote taken thereon, the following voted:

For: Council Thronson, Jivery, and LaBine, Mayor King, and Clerk Maras

Against:

Whereupon said Resolution No. 2021-05 was declared duly passed and adopted this 28th day of April, 2021.



William King, Mayor

Tawnya Maras, City Clerk



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 1, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1587

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons, Ryan Newman

AGENDA ITEM:

Contract Award - Timber Stand Improvement

BOARD ACTION REQUESTED:

Award the 2021 TSI Contract to Dale Steinert in the amount of \$6,300.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.

BACKGROUND:

Quotes have been solicited for timber stand improvement on 63 acres of tax forfeit lands. The results are below:

Vendor	Total Project Cost
Dale Steinert	\$6,300.00
Northwoods Forestry Inc	\$29,795.37

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. TSI 2021

06/01/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/08/2021 2:30 PM
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County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 18th day of May, 2021, by and between the County of Itasca, herein called the "County," and Dale Steinert, a individual organized and existing under the laws of the State of Minnesota, located at 5260 Jersey Ave N, Crystal, MN 55428, herein called the "Vendor."

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase **manual thinning and weeding** services from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **June 8, 2021 to November 1, 2021**, inclusive.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked **Attachment A**.

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be \$6,300.00 for the current term.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, one payment of \$6,300.00 or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

- H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

- I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- See Attachment A
- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 Itasca County must be named as certificate holder and an additional insured.

J.1.4 Automobile Liability Insurance

J.1.4.1

	<u>Limit</u>
Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	\$1,500,000

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	<u>Limit</u>
J.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.7.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a case by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

The above establishes minimum insurance requirements. It is the sole responsibility of Vendor to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to fires, strikes, acts of God, legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

- O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

- P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

- Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

- R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

- S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

- T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this 18th day of May, 2021.

Dale Steinert

COUNTY OF ITASCA, MINNESOTA

By: 
Its Owner

By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

**ATTACHMENT B
TIMBER STAND IMPROVEMENT FORM-2021
THINNING & WEEDING**

The Land Department will award by lowest total project cost. Quotes must include all sites. Trees per acre (TPA) are estimates based on past surveys and it is ultimately up to the contractor to determine trees per acre and brush densities. This contract has (3) sites covering (63) acres. Contractor is to supply all equipment necessary to complete project.

Site ID	Legal	Acres	Species – TPA *	Price/Acre	Site Cost
12-18	62-23-17	26	Red Pine - 775	\$ 100.00	\$ 2600.00
15-19	149-27-23	17	Jack Pine - 910	\$ 100.00	\$ 1700.00
S-2013	61-22-28	20	Jack Pine - 1200	\$ 100.00	\$ 2000.00
				Project Total	\$ 6300.00

*tpa = Includes all conifer species on site, but not brush densities.

The Woodsman Forestry Management
Company Name

5260 Jersey Ave N Crystal MN 55428
Address

218-360-1496
Phone Number

Dale Steiner 5-4-2021
Signature Date

dalesteiner216@gmail.com
Email

This form must be completed and returned in a sealed envelope plainly marked:
"TSI - 2021"



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 1, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1592

DEPARTMENT: Land Department
PRESENTER: Kory Cease

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
2021 Itasca County Firewise Grant

BOARD ACTION REQUESTED:
Authorize application for a 2021 Firewise grant of \$16,828.61, and if granted authorize necessary signatures.

BACKGROUND:
Proposed overall 2021 Firewise budget funding sources include State Firewise grant of \$16,828.61, County Environmental Trust Fund grant of \$19,633.00 and USFS SRS Title III funds of \$21,249.93 for an overall 2021 program budget of \$57,711.54.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Firewise Grant Budget Sheet Itasca 2021
2. Itasca Chipper Days 11_ Firewise Budgets_2021

06/01/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/08/2021 2:30 PM
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EXHIBIT "A"

Budget (list each activity from the narrative summary, sections 1-4, in the appropriate category)	Grant Request (\$)	Cash Match (\$)	In-Kind Match (\$)
Assessment and Planning (1 & 2) <u>Firewise Coordinator</u> <i>Coordinator will coordinate and conduct Firewise educational program goals, compile Firewise services and expense reporting, help coordinate update of CWPP, and assist with other Firewise activities where possible. Coordinator will schedule, conduct and coordinate Firewise hazardous fuel mitigation and chipper program with homeowners, services/ expense reporting and assist with other Firewise activities where possible.</i> <i>Mileage and supplies for Firewise activities</i>	\$6,316.95 Project Support \$ 150 Supplies \$ 350 Mileage	\$4,535.00 Project Support \$ 50 Supplies	\$2,000.00 Itasca Land Dept. staff and CWPP members
Mitigation Activities (3) <i>Provide fuel mitigation and equipment rental (ASV & pickup) to 30-35 (150-200 homeowners) Firewise Communities via mitigation chipping program.</i>	\$6,011.66 Vendors gathering & hauling vegetative material in support of chipper days activities	\$6,548.00 Vendors gathering & hauling vegetative material in support of chipper days activities	\$94,146.00 130 Homeowners X 30 hrs. each X \$24.14 per hr. In-kind

EXHIBIT "A"

Educational Activities (4) <i>Promote Firewise activities through website, educational workshops and updating CWPP. Build stronger Firewise program through outreach, website and social media.</i> <i>Workshops: Community education to homeowner groups, lake associations, Firewise communities, schools & educators (fire prevention week), Fire departments, EMS/ Sheriff department</i> <i>Educate homeowners/ Firewise communities on defensible space and property access problems.</i>	\$4,000.00		\$4,000.00 Itasca Land Dept., Fire Departments, Sherriff's Dept., CWPP members
Totals	\$16,828.61	\$11,133.00	\$100,146.00
Total Project Cost (Add three column totals together)	\$128,107.61		

(The grant request amount must be no more than 50% of the total project cost)

Itasca County Chipper Days 11 - Total Firewise Program Budget 2021

Jan 1, 2021 thru Dec 31, 2021

<u>Coordinator</u>	<u>Work Hrs</u>
May	0
June	160
July	160
August	160
September	160
October	160
November	40
December	27.44
Total Hrs	867

\$\$ per hr	\$ 33.00
Total	\$ 28,626

Total Project

	<u>2021 Budget</u>
Coordinator	\$28,626.54
Education	\$4,000.00
Mitigation	\$15,925.00
Mileage	\$750.00
Supplies	\$300.00
Pickup Rental (4 weeks)	\$2,250.00
ASV Rental (4 weeks)	\$5,860.00
Total Program Budget	\$57,711.54

Funding Sources

<u>DNR Firewise Grant</u>	<u>2021 Budget</u>
Coordinator	\$6,316.95
Education	\$4,000.00
Mileage	\$350.00
Supplies	\$150.00
Mitigation	\$3,308.33
Equip. Rental	\$2,703.33
Total Grant \$\$	\$16,828.61

Itasca County 2021 Budget

Coordinator	\$12,535.00
Education	\$0.00
Mileage	\$400.00
Supplies	\$150.00
Mitigation	\$3,308.33
Equip. Rental	\$3,239.67
Total Co. ETF \$\$	\$19,633.00

County Title III Funds 2021 Budget

Coordinator	\$9,774.59
Mitigation	\$9,308.34
Equip. Rental	\$2,167.00
Total Co. Title III \$\$	\$21,249.93

Total Budget \$57,711.54



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 1, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1588

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Vic Williams

AGENDA ITEM:

2021 Annual County Boat & Water Safety Grant Agreement

BOARD ACTION REQUESTED:

Accept the 2021 Minnesota Annual County Boat and Water Safety Grant Agreement between the State of Minnesota and Itasca County and authorize Board Chair Burl Ives and County Administrator Brett Skyles to sign the agreement and conflict of interest disclosure form.

BACKGROUND:

This is an annual agreement with the state which supplements our boat and water budget. The grant will compensate up to \$28,088 for boat and water safety activities during the term of the grant. Please see attached documentation.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca - 2021 State Boat Grant

06/01/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/08/2021 2:30 PM
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**2021 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract#

PO#

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2021	Source Type State	Vendor Number 0000197296-001
Total Amount \$28,088	Project ID R29G70CGBLA19	Billing Location R297000221	DUNS 030018741	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date January 1, 2021	Grant End Date June 30, 2022
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Grantee Name and Address:
Itasca County Sheriff's Office
440 NE First Avenue
Grand Rapids, MN 55744

Payment Address:
(where DNR sends the check)
Itasca Co. Treasurer
123 NE 4th St.
Grand Rapids, MN

2021 STATE OF MINNESOTA ANNUAL COUNTY BOAT AND WATER SAFETY GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Itasca County Sheriff's Office, 440 NE First Avenue, Grand Rapids, MN 55744, (030018741) ("Grantee"). The payment address for this grant contract agreement is Itasca Co. Treasurer, 123 NE 4th St., Grand Rapids, MN.

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** January 1, 2021 or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for 2021 grant expenditures incurred back to effective date. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

3 Time

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

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract agreement as follows:
 - (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Twenty-eight thousand eighty-eight dollars (\$28,088).
 - (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Twenty-eight thousand eighty-eight dollars (\$28,088).
- 4.2 **Payment**
 - (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this contract.

4.3 Contracting and Bidding Requirements

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

- (a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (b) The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

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

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, adam.block@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Victor J. Williams, Itasca County Sheriff's Office, 440 NE First Avenue, Grand Rapids, MN 55744. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

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

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

8 Liability

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

9 Audits (State and Single)

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

10 Government Data Practices and Intellectual Property

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

11 Workers' Compensation

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

12 Publicity and Endorsement

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

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

- 14.1 **Termination by the State.** The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:
- (a) It does not obtain funding from the Minnesota Legislature.
 - (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

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

16 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

17 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- (e) Any other applicable non-discrimination law(s).

18 Invasive Species Prevention

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area.

The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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

20 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

- _____ A. State Boat Grant Contract Agreement
_____ B. Exhibit A
_____ C. Exhibit B
_____ D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

Signed: _____

SWIFT Contract # _____

Purchase Order # _____

2. GRANTEE:

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Distribution:

1. DNR - OMBS
2. Grantee
3. State's Authorized Representative

ALLOWABLE EXPENDITURES & REPORTING REQUIREMENTS

2021 BOAT & WATER SAFETY STATE GRANT PROGRAM

Use these guidelines when completing the proposed Budget --- Exhibit "A" form.

GENERAL - All of the expenditures listed below must be directly related to the boat and water safety program. When personnel or equipment costs are split between general law enforcement duties and boat and water safety work, the percentage paid out of the boat and water safety account may not exceed the percentage of time the individual or piece of equipment is actually used for boat and water safety enforcement. Boat and water safety activities are those activities outlined in: 1) M.S. § Chapter 86B, 2) Minn. Rules - Chapter 6110, 3) search and recovery operations in the waters of the state and 4) the portions of Chapter 169A that are applicable to motorboats.

(SPENDING PLAN, INVOICES, ACCOUNTING and REPORTS) – Submit one reimbursement invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The proposed expenditures listed on your spending plan (Exhibit A) must reasonably match both your invoice and annual year-end report. If you need to purchase or pay for something that was not on the original Spending Plan, you will need to first send in a revised plan (Exhibit A) signed by the sheriff or designee, and if approved by the State, proceed from there. The Grantee must satisfactorily submit all annual performance reports and reimbursement requests for each year of participation in this Program by the date(s) requested by the State, unless the Grantee requests an extension in writing and the State approves an extension in writing. Minnesota statutes and rules require that you have a separate account for the state boat & water safety funds.

PERSONNEL - Personnel expenses (including salary, insurance, social security, retirement, worker's compensation, etc.) for persons who are actually engaged in boating and water safety duties. Records or logs of time spent on the program are necessary to support these expenses and should be retained not less than three years. If officer hours are a part of your reimbursement, please send one (1) completed officer log for the time period in which reimbursement is being requested.

SUPPLIES AND EXPENSES - This includes uniforms, fuel, oil, lubricants, repairs, rental/lease costs (docks, buildings, office facilities, equipment, etc.), insurance, travel costs, training expenses and expendable supplies (fuel, rope, paint, printing, etc.). No cell phone charges will be allowed. All expenditures need to be verifiable as allowable expenditures under this grant. Items must be listed on Exhibit A (proposed spending plan) of this grant and be descriptive in nature.

EQUIPMENT - Includes boats, motors, trailers, buoys, depth locators, radios, etc. Equipment that is being used for general duties may be either charged to the boat and water safety account according to percentage of use or by mile/hour of operation. Mileage logs showing dates, odometer readings and assignment are necessary to support all vehicle use and should be retained not less than three years. If you purchase equipment and it is greater than \$5,000, please submit a copy of the purchase invoice. The purchase of snowmobiles and ATVs with boat and water funds is not allowed.

County sheriff's departments are urged to contact Boat and Water Safety at the Minnesota Department of Natural Resources for a determination prior to any questionable proposed expenditure. All expenditures are subject to state audit. Be sure to keep accurate documentation and records of all expenditures.

Conflict of Interest Disclosure

Conflict of Interest:

A conflict of interest (actual, potential, or perceived) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily, create a conflict of interest, depending on the nature of the relationship between the two parties. A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest:

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist. A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee or potential grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy and throughout the term of our agreement we will monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date

(Check one of the two boxes below):

☐ I do not have any conflicts of interest relating to this project.

☐ I have an actual, potential, perceived, or organizational (*circle*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: _____

Date: _____

Grantee AR's Signature: _____

Organization Name: _____

Project Name: **2021 MN DNR State Boating Grant**

State AR's Printed Name: _____

Date: _____

State AR's Signature: _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 1, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1390

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

The Itasca County Board of Commissioners encourages citizen input. Each citizen will be allowed to address the County Board one time for up to three (3) minutes in length. Comments should be directed to the Board as a body. When addressing the Board, please state your name and address for the record. The Board will take all information under advisement. As part of County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a County Board meeting. In addition, no political grandstanding, candidate endorsement, or other attempts to influence the outcome of an election shall be permitted. Any violation of the above statement shall result in the loss of your remaining time.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 1, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1566

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Sale of Tax-Forfeited Land to the City of Calumet for a Public Purpose

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Calumet for a Public Purpose, which approves sale of Lots Nineteen (19) and Twenty (20), Block Seven (7) of the Original Townsite of the Village of Calumet under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$500.00 plus all associated costs.

BACKGROUND:

The City of Calumet has requested purchase of tax-forfeited land legally described as Lots Nineteen (19) and Twenty (20), Block Seven (7) of the Original Townsite of the Village of Calumet, known as Parcel #87-410-0745 for the amount of \$500.00 for a public purpose. Minnesota Statute 282.01, Subd. 1a (b) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for their market value as determined by the county board, for any public purpose for which the subdivision is authorized to acquire property.

Parcel 87-410-0745 forfeited to the State of Minnesota, held in trust for the taxing districts October 31, 2020. The Itasca County Board of Commissioners has classified the above described property as non-conservation land. In 2016, the City of Calumet assessed said parcel with special assessments in the sum of \$8,914.00 for the cost incurred by the City to correct blight on said parcel.

The City of Calumet has requested purchase of said property to expand the Veteran's Memorial Park. Said property is located adjacent to the existing Veteran's Memorial Park.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. City Resolution 3-16-21
2. Location_Map 87-410-0745

06/01/2021



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 1, 2021

RESOLUTION

RE: SALE OF TAX-FORFEITED LAND TO THE CITY OF CALUMET FOR PUBLIC PURPOSE

WHEREAS, the following described land forfeited to the State of Minnesota in 2020 for non-payment of taxes and is managed by Itasca County:

Lots Nineteen (19) and Twenty (20), Block Seven (7) of the Original Townsite of the Village of Calumet appraised for the amount of \$1,400.00; and

WHEREAS, the City of Calumet has a special assessment in the sum of \$8,914.00 for the cost incurred by the City to correct blight on said parcel. This assessment impacts the sale price of the parcel far below the market value.

WHEREAS, the City of Calumet has requested purchase of said property to expand the existing Veteran's Memorial Park. The City of Calumet owns all surrounding property.

WHEREAS, Minnesota Statute 282.02, Subd. 1a (b) allows sale of non-conservation tax-forfeited land to an incorporated governmental subdivision for their market value as determined by the county board, for any public purpose for which the subdivision is authorized to acquire property.

WHEREAS, Itasca County has determined that the County's land management interests would be best served if Lots Nineteen (19) and Twenty (20). Block Seven (7) of the Original Townsite of the Village of Calumet, is managed for a public purpose by the City of Calumet.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves sale of the above described land under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$500.00 plus all associated costs.

CITY OF CALUMET
RESOLUTION NUMBER 21-03-16-2



STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF CALUMET

**A RESOLUTION REQUESTING CONVEYANCE OF TAX-FORFEITED TRUST PARCEL #87-410-0745 FOR AN
AUTHORIZED PUBLIC PURPOSE**

WHEREAS, Minnesota Statute 282.01 subd. 1a. par. b allows for, upon written request of a governmental subdivision of the state, the County Board's approval of the conveyance of a tax forfeited trust land to the public entity for an authorized public purpose of the tax forfeited trust land for an extension of our Veteran's Memorial park; and

WHEREAS, the following described land has forfeited to the State of Minnesota for non-payment of taxes and is managed by Itasca County:

Lots 19 and 20 Block 7 of the original town site of the Village of Calumet, Itasca County, Minnesota; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF CALUMET respectfully requests that Itasca County withhold the property from sale. The City of Calumet also requests, that the Itasca County Board consider approving conveyance of said tax-forfeited trust parcel #87-410-0745 to the City of Calumet, as provided for under Minnesota Statute 282.01 Subd. 1a. par. b, for the authorized public purpose for an extension of our Veteran's Memorial park.

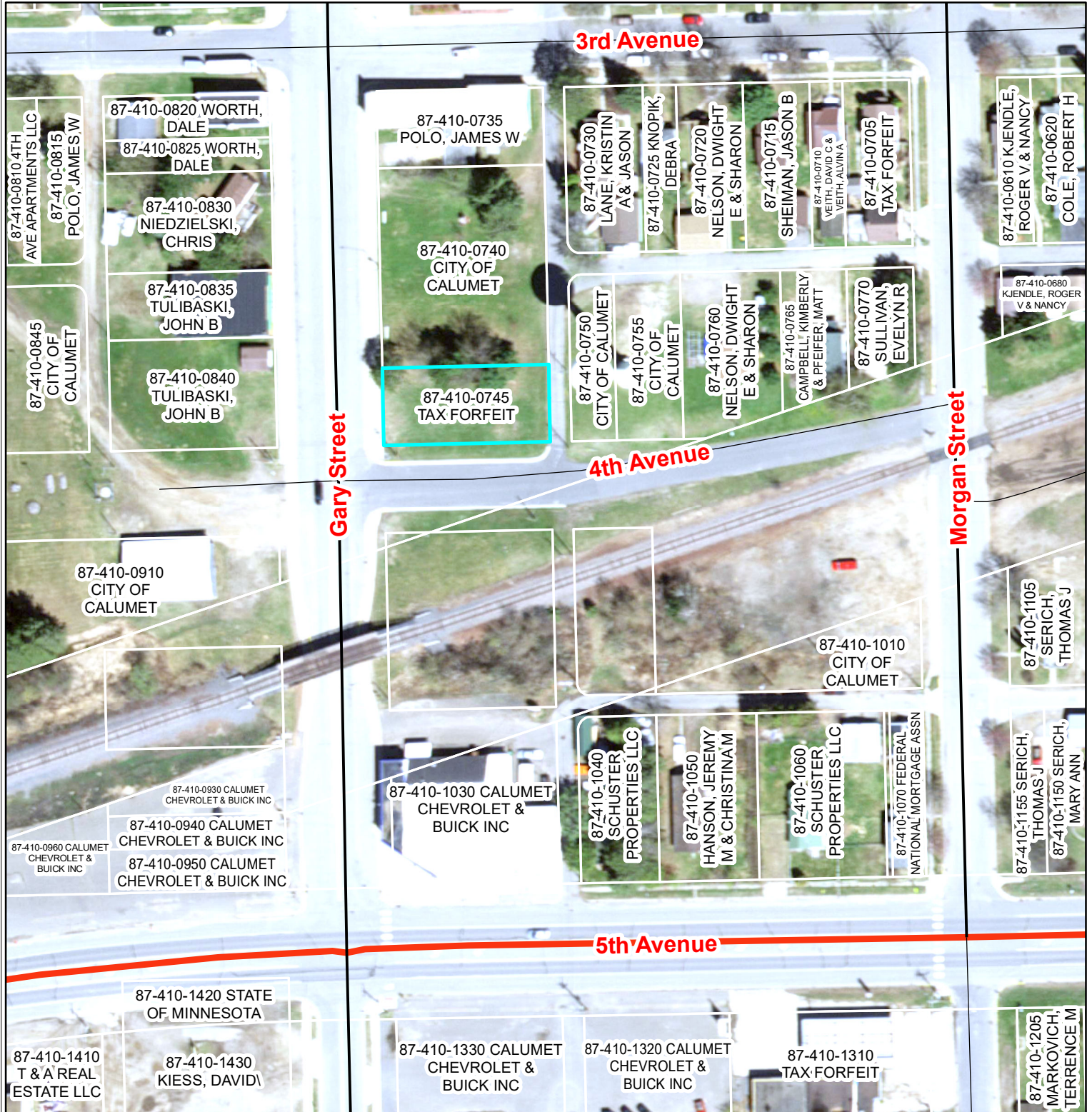
Upon vote taken, the following voted: For: Strand, Pitts, Zaren, Tuorila and Vaudrin
Against: None

Whereupon, said Resolution Number 21-03-16-2 was declared duly passed and adopted this 16th day of March, 2021.

By: Tim Zaren, Mayor Pro-Tem

Attest: April Serich, City Clerk

Requested by City of Calumet
Parcel 87-410-0745



The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update.



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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 1, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1593

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

2021 Itasca Firewise Coordinator Service Contract

BOARD ACTION REQUESTED:

Approve 2021 Itasca County Firewise Coordinator service contract to Moore Outdoor Services, LLC for \$28,376.54 and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Service Contract_Moore Outdoor Services_2021

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 1th day of June, 2021, by and between the **County of Itasca**, herein called the “County,” and **John Moore**, an individual trading as **Moore Outdoor Services LLC**, located at **38706 County Road 44, Deer River MN 56636**, herein called the “Vendor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase **Fire Prevention and Safety Consulting Services** from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **January 1, 2021 to December 31, 2021**, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof.

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is to be up to **\$27,626.54 for contract services** and up to **\$750 for mileage expenses** to a total of up to **\$28,376.54** for the current term in the 12 month 2021 calendar year.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

- H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

- I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The Surety Company providing the bond must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 ***Itasca County* must be named as certificate holder and an additional insured.**

J.1.4 Automobile Liability Insurance

J.1.4.1

	<u>Limit</u>
Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	\$1,500,000

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	<u>Limit</u>
J.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.6.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate. (These suggested limits should be reviewed on a case by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

The above establishes minimum insurance requirements. It is the sole responsibility of Vendor to determine the need for and to procure additional coverage that may be needed in connection with this Agreement.

Vendor further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of the County under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. Vendor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

Q.1 WAIVER

Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

T.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this _____ day of _____, _____.

(Vendor Name)

John Moore
Moore Outdoor Services LLC
38706 County Road 44
Deer River, MN 56636

COUNTY OF ITASCA, MINNESOTA

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

SPECIAL CONDITION SUPPLEMENT

2021 Firewise Coordinator

I. VENDOR'S DUTIES.

- A. COUNTY is contracting the professional services of VENDOR as an independent contractor to perform the following duties for the COUNTY Firewise Program:
1. Work with Itasca County residents, homeowners, and lake associations to coordinate, organize and carry out mitigation activities in moderate to high risk areas as identified in the county wildfire protection plan.
 2. Provide a detailed reporting of costs and actions involved in the assessment, planning and development of this project, which shall be inspected by the State Firewise Specialist. Provide required grant reimbursement summaries, fulfill all grant reimbursement requirements and submit requested invoices to COUNTY for reimbursement in an accurate and timely manner.
 3. Provide Firewise literature and conduct Firewise educational training for residents within the community. Arrange open houses at surrounding fire departments focusing on Firewise mitigation opportunities following current Executive Orders, CDC and MN Department of Health COVID-19 guidelines for gatherings.
 4. Plan and coordinate work with the Department of Natural Resources and local fire department personnel to identify wildfire hazards and implement strategies and projects that will reduce wildfire risk.
 5. Conduct fire prevention presentations to interested organizations, community groups and others, either identified by the State Firewise Specialist, or requested.
 6. Work with the Department of Natural Resources to assist communities interested in becoming a recognized Firewise Community.
 7. Assist in updating and maintaining CWPP; and organizing CWPP Coordinating Committee and meetings.
 8. Provide monthly and annual reports on status updates and progress meeting Firewise position goals.
- B. The VENDOR will assist with the COUNTY Firewise 2021 Education Goals, targeting Youth Ages, Schools/ School Bus Drivers, EMS/Fire Departments, EMS/Sheriff Department and Adult Ages. The structure of these activities may be affected by COVID-19 guidelines for schools and gatherings.
- C. The VENDOR and any subcontractors agree to all provisions of the COUNTY Firewise grant agreement with the State of Minnesota.
- D. VENDOR agrees to complete and submit required Firewise grant invoices and reports for reimbursement within the grant timeline and to reconcile all program invoices between those submitted to Firewise grant and those submitted to the COUNTY.

- E. The VENDOR agrees to complete the Firewise program in accordance with the approved Firewise grant budget to the extent practicable and within the program period specified in the Firewise grant agreement.
- F. The VENDOR shall be responsible for the supervision, management, record keeping, and program oversight required for the work performed under this agreement.
- G. All services provided by the VENDOR under this grant agreement must be performed to the COUNTY's satisfaction, as determined at the discretion of the COUNTY and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- H. The VENDOR must comply with all the time requirements described in the Firewise grant agreement.
- I. Throughout the term of this agreement, the VENDOR shall monitor and report any actual, potential, or perceived conflicts of interest in the Firewise program to the COUNTY.

II. PAYMENTS.

- A. The COUNTY shall disburse funds to the VENDOR pursuant to this agreement on a reimbursement basis. The VENDOR shall submit invoices with expenditure documentation required by the COUNTY. Any and all compensation shall be subject to the availability of grant funding.
- B.
- C. VENDOR agrees to submit biweekly invoices to the COUNTY with associated professional service charges and documentation at a pay rate of \$33.00/hour.
- D. VENDOR agrees to submit biweekly invoices to the COUNTY for associated mileage charges and documentation at current IRS rate.
- E. VENDOR understands that funds made available pursuant to this agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified in this service agreement and the Firewise grant agreement.
- F. If necessary, advance payment on required services shall be negotiated between the COUNTY and VENDOR on a case by case basis. In order to make advance payments, the VENDOR must prepare and submit a written justification to the COUNTY for approval that details the specific need to utilize advance payment.
- G. The VENDOR agrees to comply with all federal requirements imposed on the Firewise grant funds.
- H. The VENDOR will not receive payment for work found by the COUNTY to be unsatisfactory or performed in violation of federal, state, or local law.

III. SUBCONTRACTORS, CONTRACTS, BIDDING AND AUDITS.

- A. VENDOR must follow all applicable Subcontractors, Contracts and Bidding requirements outlined in the Firewise grant agreement for any supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.
- B. VENDOR agrees to provide all temporary laborers for Firewise project related activities.
- C. VENDOR agrees to ensure and verify that all Firewise program service providers and subcontractors meet all applicable minimum COUNTY insurance and indemnification requirements.
- D. The VENDOR's books, records, documents, and accounting procedures and practices relevant to this grant agreement are subject to examination by the COUNTY, State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of the Firewise grant agreement.

IV. DATA PRACTICES AND INTELLECTUAL PROPERTY.

- A. The VENDOR must comply with the Minnesota Government Data Practices Act as it applies to all data provided by the State or COUNTY under the Firewise grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the VENDOR under the Firewise grant agreement.
- B. The VENDOR must immediately notify the COUNTY if the VENDOR receives a request to release the data referred to in this clause.
- C. VENDOR understands that the State of Minnesota owns any intellectual property developed with funds under the Firewise grant agreement.

V. MONITORING.

- A. The COUNTY shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this agreement.

VI. INVASIVE SPECIES AND POLLINATORS.

- A. VENDOR is required to take active steps in preventing or limiting the introduction, establishment, and spread of invasive species during contracted Firewise work.
- B. VENDOR agrees to ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season in all Firewise activities, practices and guidelines.

VII. WHISTLEBLOWER RIGHTS.

- A. The VENDOR and any subcontractors working under the Firewise grant agreement will be subject to all applicable whistleblower rights and remedies.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 1, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1595

DEPARTMENT: Land Department
PRESENTER: Kory Cease

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Initiate and Obligate 2020 SRS Title III County Funds

BOARD ACTION REQUESTED:

Initiate 2020 Secure Rural Schools Act Title III County Funds and obligate 100% of the funds for the purposes to: (1) carry out activities under the Firewise Communities program and/or (2) develop/carry out the Itasca County Community Wildfire Protection Plan. The funds can be used for these allowable Title III purposes after a 45 day public comment period and after submission of said proposal to the Itasca County SRS Resource Advisory Committee (RAC). 2020 SRS Title III funds total \$21,249.93, as found in attached 2021 Firewise budget.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca Chipper Days 11_ Firewise Budgets_2021

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Ben DeNucci
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Itasca County Chipper Days 11 - Total Firewise Program Budget 2021

Jan 1, 2021 thru Dec 31, 2021

<u>Coordinator</u>	<u>Work Hrs</u>
May	0
June	160
July	160
August	160
September	160
October	160
November	40
December	27.44
Total Hrs	867

\$\$ per hr	\$	33.00
Total	\$	28,626

Total Project

	<u>2021 Budget</u>
Coordinator	\$28,626.54
Education	\$4,000.00
Mitigation	\$15,925.00
Mileage	\$750.00
Supplies	\$300.00
Pickup Rental (4 weeks)	\$2,250.00
ASV Rental (4 weeks)	\$5,860.00
Total Program Budget	\$57,711.54

Funding Sources

<u>DNR Firewise Grant</u>	<u>2021 Budget</u>
Coordinator	\$6,316.95
Education	\$4,000.00
Mileage	\$350.00
Supplies	\$150.00
Mitigation	\$3,308.33
Equip. Rental	\$2,703.33
Total Grant \$\$	\$16,828.61

Itasca County 2021 Budget

Coordinator	\$12,535.00
Education	\$0.00
Mileage	\$400.00
Supplies	\$150.00
Mitigation	\$3,308.33
Equip. Rental	\$3,239.67
Total Co. ETF \$\$	\$19,633.00

County Title III Funds 2021 Budget

Coordinator	\$9,774.59
Mitigation	\$9,308.34
Equip. Rental	\$2,167.00
Total Co. Title III \$\$	\$21,249.93

Total Budget \$57,711.54



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, June 1, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1596

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Terri Friesen

AGENDA ITEM:

Grant Acceptance

BOARD ACTION REQUESTED:

Accept the Community Living Infrastructure grant in the amount of \$291,200 for the 2022/2023 Fiscal Year and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Itasca County Award Letter - CLI 2021
2. Itasca County Budget Page

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci



Minnesota Department of Human Services
Housing and Support Services Division
P.O. Box 64842
St. Paul, MN 55164-0842

May 26, 2021

Terri Friesen
Supervisor – Financial Assistance Division
Itasca County
123 NE 4th Street
Grand Rapids, MN 55744

Dear Ms. Friesen,

Congratulations! Your organization has been selected to receive a reimbursement grant from the Department of Human Services – Housing and Support Services Division. The grant has been awarded through the Community Living Infrastructure grant program in the amount of **\$291,200**. Grant awards through this program could be used for outreach, capacity building with a housing resource specialist, and/or streamlining administration and monitoring activities. This project selected is to provide services per the proposed FY22/23 budget.

Attached you will find a project description and budget sheet identifying the activities with which you have been funded for FY22/23. This form will be incorporated as an attachment to the grant agreement between DHS and your organization outlining the scope and budget of the funded project.

We are pleased to report that, with the support of Moving Home Minnesota, a Money Follows the Person Rebalancing Demonstration, we are able to allocate additional funding this grant period to support community living activities. If you accept this grant award, please review the attachment and provide your acceptance of the grant award and comments on the budget attachment by no later than **June 3, 2021 or your award may be forfeited**. We will be issuing a grant contract shortly thereafter award acceptance. A prompt response is requested.

If you have any questions feel free to contact me at traci.vibo@state.mn.us or 651-431-6068. I look forward to working with you.

Sincerely,

Traci Vibo

Traci Vibo
Contracts Manager

Itasca County

Fiscal Year 2022 – 2023 Budget

Category of Funding	Budget	What This Funds
Outreach	\$20,000	• \$20,000: Outreach to Leech Lake HRA
Housing Resource Specialist	\$120,000	• \$117,000: 1 FTE Housing Resource Specialist (salary and fringe) • \$3,000: Office Equipment
Administration and Monitoring of Housing Support	\$151,200	• \$150,000: 1 FTE Administration and Monitoring of Housing Support • \$1,200: Office Equipment
TOTAL	\$291,200	

Itasca County will be awarded **\$291,200** in federal funds in this round of funding for the Community Living Infrastructure Program for fiscal years 2022 – 2023. This funding will cover initiatives in the: 1) Outreach; 2) Housing Resource Specialist; and 3) Administration and Monitoring of Housing Support categories.