

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet

2F
Agenda Item #

To: Chairperson, Aitkin County Board of Commissioners Date: March 26, 2014

Via: Roxy Traxler, Interim County Administrator

From: Sheriff Scott A. Turner

Title of Item:

2014 Boat & Water Safety Agreement Grant

Requested Meeting Date: April 8, 2014 Estimated Presentation Time: _____

Presenter: Sheriff Scott A. Turner

Type of Action Requested (check all that apply)

- For info only, no action requested Approve under Routine Business
 For discussion only with possible future action Adopt Ordinance Revision
 Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
 Approve/adopt proposal by motion Approve/adopt proposal by resolution (attach draft resolution)
 Authorize filling vacant staff position
 Request to schedule public hearing or sale Other (please list) _____
 Request by member of the public to be heard
 Item should be addressed in closed session under MN Statute _____

Fiscal Impact (check all that apply)

Is this item in the current approved budget? Yes No (attach explanation)

What type of expenditure is this? Operating Capital Other (attach explanation)

Revenue line account # that funds this item is: 202-5840

Expenditure line account # for this item is: 202-Various

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

Duties of a department employee(s) may be materially affected. Yes No

Applicable job description(s) may require revision. Yes No

Item may impact a bargaining unit agreement or county work policy. Yes No

Item may change the department's authorized staffing level. Yes No

HR Review

Supporting Attachment(s)

- Memorandum Summary of Item
 Copy of applicable county policy and/or ordinance (excerpts acceptable)
 Copy of applicable state/federal statute/regulation (excerpts acceptable)
 Copy of applicable contract and/or agreement
 Original bid spec or quote request (excluding complex construction projects)
 Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
 Bid/quote comparison worksheet
 Draft County Board resolution
 Plat approval check-list and supporting documents
 Copy of previous minutes related to this issue
 Other supporting document(s) (please list) _____

Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 8:00am to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

217 Second Street NW, RM #185
Aitkin, MN 56431

218-927-7435 Emergency 911
Sheriff Fax 218-927-7359 / Dispatch Fax 218-927-6887
TOLL FREE 1-888-900-2138

MEMO

TO:	Aitkin County Board	DATE:	March 26, 2014
FROM:	Sheriff Scott A. Turner	RE:	2014 Boat & Water Safety Agreement Grant for Aitkin County Board Agenda

Attached is a copy of the Boat and Water Safety Grant Agreement for Signatures. Also attached is the resolution that is required for that grant. The grant amount for 2014 is \$18,200.00. This grant is an annual grant that helps fund the Boat and Water Safety Program in Aitkin County.

I would ask that you sign all three originals.

Thank you.

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED April 8, 2014

By Commissioner: xx

040814-0xx

2014 Boat & Water Safety Agreement Grant

BE IT RESOLVED, that the Aitkin County Board of Commissioners approves the 2014 Boat and Water Safety Agreement on file in the Office of the County Auditor and authorize the Aitkin County Sheriff, County Board Chair and County Auditor to sign the agreement in the amount of \$18,200.00 for the term of January 1, 2014, through June 30, 2015.

Commissioner xx moved the adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting Yes

STATE OF MINNESOTA)
County of Aitkin) ss.
Office of County Auditor,)

I, Kirk Peysar, Auditor, of the County of Aitkin, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 8th day of April A.D., 2014, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Aitkin, Minnesota, this 8th day of April A.D., 2014

KIRK PEYSAR, County Auditor

BY _____, Deputy

**2014 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract #: 75204

Receipt ID:

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2014	Source Type State	Vendor Number 0000197275-05	
Total Amount \$18,200		Project ID R29G80110127	Billing Location R297000221	DUNS 047464805	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Approp. ID R297400	Category 84101501	Account 441302	Activity A800002
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P.O. # 3000053188	Grant Begin Date January 1, 2014	Grant End Date June 30, 2015
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Grantee Name and Address:

Aitkin County Sheriff's Office
217 - 2nd St. NW, Rm. 185
Aitkin, MN 56431

Fiscal Agent and Address:

Aitkin Co. Treasurer
209 - 2nd St. NW, Rm. 203
Aitkin, MN 56431

**2014 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Aitkin Co. Sheriff's Office, 217 - 2nd St. NW, Rm. 185, Aitkin, MN 56431 ("Grantee"). The Fiscal Agent for this grant agreement is Aitkin Co. Treasurer, 209 - 2nd St. NW, Rm. 203, Aitkin, MN 56431.

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 agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement,

I Term of Grant Agreement

- 1.1 **Effective date:** January 1, 2014 or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, Subdivision 5, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for 2014 grant expenditures incurred back to the effective date. Reimbursements will only be made for expenditures made according to the terms of this grant agreement.
- 1.2 **Expiration date:** June 30, 2015. 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 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.

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.

3 Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant 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 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 Eighteen thousand two hundred dollars (\$18,200).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Eighteen thousand two hundred dollars (\$18,200).

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted in a form prescribed by the State within the dates previously noted in "Term of Grant Agreement" in this contract.
- (b) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the State through Title NA CFDA number _____ of the _____ Act of _____. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

- 6 **Authorized Representative**
The State's Authorized Representative is Rodmen Smith, Assistant Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5054, rodmen.smith@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 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 the County Sheriff or designee. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.
- 7 **Assignment, Amendments, Waiver, and Grant Agreement Complete**
7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
7.2 **Amendments.** Any amendments to this grant 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 agreement, or their successors in office.
7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
7.4 **Grant Agreement Complete.** This grant agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant 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 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 agreement.
- 9 **State Audits**
Under Minnesota Statute § 16B.98, Subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant 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, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 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 Minnesota Statute § 176.181, Subdivision 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 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 agreement.
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 agreement. Venue for all legal proceedings out of this grant 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 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.

15 Data Disclosure

Under Minnesota Statute § 270C.65, Subdivision 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 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.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: Cheryl Lass

Date: 3-6-14

SWIFT Contract # 75204

Purchase Order # 3000053188

2. GRANTEE:

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

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: Chairman of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(with delegated authority)

Title: Assistant Director, Enforcement Division – Central Office

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

- 1. DNR - OMBS
- 2. Grantee - 2 (Sheriff's Office & Co. Board)
- 3. State's Authorized Representative