

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



To: Chairperson, Aitkin County Board of Commissioners

Date: March 12, 2013

Via: Patrick Wussow, County Administrator

From: Sheriff Scott A. Turner

Title of Item:

2013 Boat & Water Safety Agreement Grant

Requested Meeting Date: March 26, 2013 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)

**2013 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT**

Contract #: 57618

Receipt ID:

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2013	Source Type Match	Vendor Number 0000197275	
Total Amount \$18,628		Project ID R29G80110127	Billing Location A50	DUNS 047464805	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Approp. ID R297400	Category 84101501	Account 441302	Activity A800002 - Enforcement
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P.O. # 30000 32338	Grant Begin Date January 1, 2013	Grant End Date June 30, 2014
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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

**2013 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

1 Term of Grant Agreement

- 1.1 **Effective date:** January 1, 2013. Once this grant agreement is fully executed, the Grantee may claim reimbursement for 2013 grant expenditures incurred back to the effective date. Reimbursements will only be made for expenditures made according to the terms of this grant.
- 1.2 **Expiration date:** As allowed under Minnesota Statute §16A.28, Subdivision 6, the expiration date of the grant is certified through June 30, 2014 (one year beyond the fiscal year in which the funds were originally appropriated), or until all obligations have been satisfactorily fulfilled, whichever occurs first. Reimbursement requests for 2013 funds must also be received no later than that date, unless an extension is approved in writing by the State.
- 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" to 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" to 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 six hundred twenty-eight dollars (\$18,628).
 - (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 six hundred twenty-eight dollars (\$18,628).
- 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.

5

Conditions of Payment

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

6

Authorized Representative

The State's Authorized Representative is Jim Konrad, Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5042, jim.konrad@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 may 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.

14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, 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 agreement if:

(a) Funding for Agreement No. NA is withdrawn by the NA;

(b) It does not obtain funding from the Minnesota Legislature,

(c) Or, if funding cannot be continued at a level sufficient to allow for the payment of 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 agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

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.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Aileen C Marchetti

Date: 01-22-2013

SWIFT Contract/PO No(s) 57618 / 3000032338

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(with delegated authority)

Title: Director, Enforcement Division - Central Office

Date: _____

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: _____

Attachments: Exhibits "A" & "B"

Distribution:

1. DNR - OMBS

2. Grantee - 2 (Sheriff's Office & Co. Board)

3. State's Authorized Representative - Photo Copy

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

ADOPTED March 26, 2013

By Commissioner: xx

032613-0xx

2013 Boat and Water Safety Grant Agreement

BE IT RESOLVED, that the Aitkin County Board of Commissioners approve the 2013 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 \$18,628.00 for the term of January 1, 2013, through June 30, 2014.

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 26th day of March A.D., 2013, 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 26th day of March A.D., 2013

KIRK PEYSAR, County Auditor

BY _____, Deputy