

Board of County Commissioners Agenda Request

8B
Agenda Item #

Requested Meeting Date: February 14, 2023

Title of Item: DEED Office of Broadband Development: Committee participation

REGULAR AGENDA	Action Requested:	Direction Requested			
CONSENT AGENDA	Approve/Deny Motion	Discussion Item			
	Adopt Resolution (attach dr *provide	aft) Hold Public Hearing* e copy of hearing notice that was published			
Submitted by: Mark Jeffers		Department: Administration			
Presenter (Name and Title):		Estimated Time Needed:			
Mark Jeffers, Economic Development	Coordinator	10 minutes			
Summary of Issue:					
Staff has identified a participation and mini-grant opportunity to support the Minnesota Office of Broadband's digital equity planning process by forming a committee of local community members focused on identifying need for digital equity in Aitkin County.					
DEED's Office of Broadband Development (OBD) is developing a digital equity plan to create improvements in internet affordability, access to internet-enabled devices, and ways to provide digital skills training. We want to hear from Minnesotans most impacted by the digital access and skills gap to ensure our digital equity plan reflects the goals and needs of all Minnesotans. This plan will help us determine how to spend federal funding coming in 2024 aimed at increasing digital access and skills.					
Cities, counties, schools, libraries, faith communities, businesses, internet providers, nonprofits, and other organizations are encouraged to form Digital Connection Committees and partner with us to share these critical insights.					
The Economic Development staff recommends approval to allow the Economic Development Coordinator to lead a community Digital Communications Committee, submit the mini-grant application and authorize the County Administrator and Economic Development Coordinator to administer the grant agreement documents.					
Alternetives Ontions Effects of	n Othors/Commonte:	0			
Alternatives, Options, Effects on Others/Comments:					
Recommended Action/Motion: Board approval to allow the Economic Development Coordinator to lead a community Digital Communications Committee, submit the mini-grant application and authorize the County Administrator and Economic Development Coordinator to administer the grant agreement documents.					
Financial Impact: Is there a cost associated with this What is the total cost, with tax and Is this budgeted?		No			

Legally binding agreements must have County Attorney approval prior to submission.



Assessing Digital Inclusion: Mini-Grant Application Packet

Coversheet

Applicant Information

Legal name of applicant organization: Aitkin County Government Minnesota SWIFT vendor ID number: 0000197275 Total grant request (maximum of \$4,000): Click or tap here to enter text

Official with Authority to Sign

This is person who has the authority to approve grant applications for your organization. Name of official with authority to sign this application: Mark Jeffers Title: Economic Development Coordinator Address, including city, state, and ZIP code: 307 2nd Street NW, Aitkin, MN 56431 Phone number: 218-513-6188 Email: mark.jeffers@co.aitkin.mn.us

Primary Program Contact

This is person who will be the primary contact for all grant activities. Please fill out this section completely even if this individual is the same person identified in the previous section. Name of program contact: Mark Jeffers Title: Economic Development Coordinator Address, including city, state, and ZIP code: 307 2nd Street NW, Aitkin, MN 56431 Phone number: 218-513-6188 Email: mark.jeffers@co.aitkin.mn.us

Business Manager

This is person who will be the primary contact for grant payments. Please fill out this section completely even if this individual is the same person identified in either of the previous sections. Name of business manager: Mark Jeffers Business manager title: Economic Development Coordinator Address, including city, state, and ZIP code: 307 2nd Street NW, Aitkin, MN 56431 Phone number: 218-513-6188 Email: mark.jeffers@co.aitkin.mn.us

Signature of Official with Authority and Date

Mark Jeffers

I certify I have read the full application (including narrative, budget, assurances, and any supplemental documentation if applicable) and will comply with the approved application and assurances herein and additional state, local, federal regulations and policies that apply to my organization.

Submission Instructions

The completed application and assurances must be submitted by email to <u>hannah.buckland@state.mn.us</u> by March 3, 2023, no later than 3:00 p.m. Central Time. Late applications will not be accepted.

Assessing Digital Inclusion: Mini-Grant Application Packet (January 2023)



Application Narrative and Budget

Applicant Eligibility

Eligible applicants are limited to those aligning with one or more of the following categories. Use the checkboxes to select any applicable categories:

Minnesota counties, cities, and townships

 \Box Federally recognized tribes sharing geography with Minnesota

Community anchor institutions: Click or tap here to select type of anchor institution

□ Social service providers and community-building nonprofits serving a population or clientele comprised at least 50% of the following covered population: Click or tap here to select population category

If you have additional context you want to provide regarding your organization's eligibility, you may do so in the space provided below.

Click or tap here to enter text

Applicant Background

In <u>no more than 100 words</u>, please describe your organization's experience in the area of digital inclusion and assessment, including planning broadband infrastructure deployment, promoting internet service affordability, providing internet-enabled devices, and delivering digital skills training. This question is intended to help Office of Broadband Development provide appropriate resources and support that align with each applicant's needs. Limited experience will have no effect on whether grant funds are awarded.

Aitkin County Government has created momentum within our community to improve our broadband deployment. We currently administrate the CDBG-CV CARE-21-0011-O-FY21 Broadband Grant for Aitkin County. This grant award was \$5 million dollars to directly build out an unserved area of our County. Previously, Aitkin County Government was the lead member of a Blandin Cohort, Community Broadband Resources- Accelerate! Program.

Project Activities and Timeline

In <u>50 to 200 words</u>, describe the grant-funded activities that will occur during the performance period and identify the expected dates by or during which these activities will occur. The required deliverables are as follows; more information about each is included in the application instruction document:

- Evidence of having established a Digital Connection Committee
- Quantitative digital inclusion data
- Qualitative digital inclusion data
- An asset inventory identifying any existing digital inclusion resources supporting the grantees' geographic and/or service populations

The anticipated performance period for this grant is **April 3, 2023 to June 30, 2023**. No extensions will be offered.

Aitkin County Government, through the Economic Development Coordinator, has established a committee of local community leaders involved in Career Development (JET), Aitkin County CARES, Tribal members, Internet Service Providers, Chamber of Commerce members and County employees. This committee will lead the community as its focus group, gathering information on digital equity and status of under-served

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and unserved residents of our community. Focus meetings will take place in April and May of 2023 and be completed by the deadline of June 30, 2023.

Communication and Engagement

In <u>no more than 100 words</u>, describe how you will communicate and engage with your targeted community members, clients, learners, patrons, etc. throughout the performance period. For example, who are the primary audiences you intend to reach? What methods will you use to reach these audiences? How often will communication occur?

The plan to engage community will be dual-focused using a survey to collect information and more importantly, face to face connection with community member demographics that are identified to have the largest need in our community. We intend to reach our seniors, indigenous population, veterans, low income households and rural community members. Communication will begin in April and be ongoing through May of 2023.

Budget

Complete the table below specifying the grant amount requested and detailing all *necessary and reasonable* expenditures anticipated during the project period. *Necessary* means it is important to the success of the project. *Reasonable* means you are paying fair market price for the item or services. Each line-item must be accompanied by a complete description that explains and justifies the cost.

Category	Budgeted Amount	Description and Justification	
Wages	1423.00	2 existing staff members, focusing on completing the project data. Estimated 40 hours of work.	
Fringe	\$0.00	Click or tap here to enter text	
Travel	\$0.00	Click or tap here to enter text	
Equipment	\$0.00	Click or tap here to enter text	
Supplies	75.00	Survey material for conducting face to face survey requirements	
Contracts	90.00	Survey Monkey platform subscription	
Construction	unallowable	Capital costs are unallowable.	
Other	200.00	Meeting space for two focus meetings	
Indirect costs	unallowable	Indirect costs are unallowable.	
Total	1788.00	Enter the total grant amount requested.	

Assurances

The applicant by signing the coversheet to the application submitted to the state, certifies they have read all application documents including any revised documents and agree to comply with the approved application and all federal, state and local laws, ordinances, rules and regulations, public policies herein and all others as applicable.



1. Survival of Terms

The following clauses below survive the expiration or cancellation of this award: 4B) Audits; 5) Liability; 6) Intellectual Property Rights; 7) Publicity; 8) Government Data Practices; 9) Data Disclosure; and 11) Governing Law, Jurisdiction and Venue.

2. Use of Funds

The use of funds shall be limited to that portion identified in the application materials and the attached application and by any applicable state or federal laws. Funds must support the purpose and activities approved in the application. Funds must not be used for indirect or administrative costs, construction or other capital investments, implementing or piloting a new digital inclusion program, supporting an existing digital inclusion program, supplanting staff wages currently paid using state or federal funds, or for any other ineligible cost as identified by the National Telecommunications and Information Administration.

- A. The grantee, in the conduct of activities under this award, shall submit such reports as may be required by written instructions of the state within the times required by it. The state reserves the right to withhold funding if reporting requirements are not met. The grantee must promptly return to the state any unexpended funds not accounted for in the financial report due to the state at grant closeout.
- B. The grantee shall present reports to the Department of Employment and Economic Development or the state's Authorized Representative. At the Commissioner's discretion, these reports may be presented at departmental, legislative, other state agency or public meetings where the grantee shall be available to explain the project and respond to questions.
- C. Reimbursement for travel and subsistence expenses actually and necessarily incurred by grantee in performance of this project will be paid if state is allowed in the approved budget, provided that the grantee shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than in the current "Commissioner's Plan," promulgated by the Commissioner of Minnesota Management and Budget (MMB). The grantee will only be reimbursed for travel and subsistence outside Minnesota if it has received prior written approval for such out-of-state travel from the state. The current <u>Commissioner's Plan</u> can be viewed to obtain current maximum expense reimbursement rates.

3. Time

In the performance of this grant, time is of the essence. The grantee must comply with the time requirements described in the application and award, in the performance of this award, and inform the grantor of any potential long-term delays or changes affecting those timelines.

4. Financial and Administrative Provisions

A. Allowability of Costs

The allowability of costs for funding incurred under this award shall be determined in accordance with:

- The approved budget
- The procedures and principles in <u>2 Code of Federal Regulations (CFR), Part 200</u>
- The procedures and principles set forth by the National Telecommunications and Information Administration pertaining to the Digital Equity Act

For all funds, no claim for materials purchased in excess of budget categories or program services not specifically provided for in this award by the grantee will be allowed by the state unless approved in writing by the state.



Such approval shall be considered to be a modification of the award. There may be additional limitations on allowable costs, which shall be noted in the award.

B. Audits

Under Minn. Stat. 16B.98, subd. 8, the grantee's books, records, document, and accounting procedures and practices relevant to this grant 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, receipt and approval of all final reports, or the required period of time to satisfy all state retention requirements, whichever is later. For federal funding, all grantees are subject to retention requirements related to audits. If the grantee (in federal Office of Management and Budget (OMB) Circular language known as "subrecipient") receives federal assistance from the state of Minnesota, it will comply with the applicable single audit requirements. The grantee will provide copies of the single audit reporting package upon request.

C. State Requirements

- The grantee will comply with required grants management policies and procedures set forth through Minn. Stat. 16B.97, subd. 4(a)(1)
- Pursuant to Minn. Stat. 16B.98, subd. 1, the grantee agrees to minimize administrative costs as a condition of this grant
- The grantee certifies they are not suspended or debarred in MN
- The grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout

5. 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, employees or independent contractors. 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.

6. Intellectual Property Rights

The Grantee represents and warrants that Grantee's intellectual property used in the performance of this grant contract agreement does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 5, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of Grantee's intellectual property used in the performance of this grant contract agreement infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.



7. Publicity and Endorsement

A. Publicity

Any publicity regarding the subject matter of this grant 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. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

B. Endorsement

The Grantee must not claim that the State endorses its products or services.

8. Government Data Practices

The grantee and the state must comply with the Minnesota Government Data Practices Act, <u>Minn. Stat. 13</u>, as it applies to all data provided by the state under the award, and as it applies to all data created collected, received, stored, used, maintained or disseminated by the grantee under the award. The civil remedies of <u>Minn.</u> <u>Stat. 13.08</u> apply to the release of the data referred to in this paragraph by either the grantee or the state. If the grantee receives a request to release the data referred to in this paragraph, 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.

9. Data Disclosure

Under Minn. Stat. 270C.65, subd. 3, and other applicable laws, the grantee consents to disclosure of its SWIFT Supplier ID Number (formally known as SWIFT Vendor ID), Social Security number, DUNS 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 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.

10. Worker's Compensation

Grantee certifies that it is in compliance with <u>Minn. Stat. 176.181 subd. 2</u>, 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.

11. Governing Law, Jurisdiction and Venue

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



12. Transferability

The grantee shall not transfer or assign to any party or parties any right(s), obligation(s) or claim(s) under the award without the prior written consent of the state. It is understood, however, that grantee remains solely responsible to the state for providing the products and services described.

13. Affirmative Action and Nondiscrimination

- A. The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified per <u>Minn. Stat. 363A.02</u>. The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. Per <u>Minnesota Rules 5000.3500</u>, the grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- C. The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

14. Pre-Award Work and Pre-Award Costs

The grantee understands that no work should begin and no pre-award costs would be covered under this award until all required signatures have been obtained; an official Grant Award Notification (GAN) has been issued or other award documentation has been received and the grantee is notified to begin work by the state's program authorized representative or their designee. If an exception to this is determined necessary by Department of Employment and Economic Development, the grantee would be informed in writing or email by the state's program authorized representative or designee.

15. Grantee's Grant Program Representative

The applicant's Program Contact Representative will be named on the Grant Award Notification (GAN) or other award information. If the Program Contact Representative or official with authority to sign changes at any time during the grant award period, the applicant/grantee must immediately notify the state.

16. Cancellation

- With or Without Cause:
 - An award contract may be cancelled by the state at any time, with or without cause, upon thirty (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 and for approvable expenditures.
- Due to Discontinued or Insufficient Funding:
 - It is expressly understood and agreed that in the event the funding to the state from Federal sources or appropriations by the Minnesota Legislature are not obtained and/or continued at an

Assessing Digital Inclusion: Mini-Grant Application Packet (January 2023)



aggregate level sufficient to allow for the grantee's program to continue operating, the grant shall immediately be terminated upon written notice by the state 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 and approvable expenditures incurred prior to termination to the extent that funds are available. The state will not be assessed any penalty if the grant is terminated because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The state must provide the grantee notice within a reasonable time of the state receiving notice.

- Due to Failure to Comply:
 - The state may cancel an award contract immediately if the state finds that there has been a failure to comply with the provisions of an award, that reasonable progress has not been made or that the purposes for which the funds were awarded/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.

17. Conflict of Interest

In accordance with the Minnesota Office of Grants Management Policy 08-01, the grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or present the appearance of personal or organizational conflicts of interest, or personal gain. Grantees will maintain and implement written standards of conduct covering conflicts of interest.

18. Voter Registration

The grantee will comply with Minn. Stat. 201.162 by providing voter registration services for its employees and for the public served by the grantee.

19. Contracting Requirements

- A. Per <u>Minn. Stat. 471.345</u>, grantees that are municipalities as defined in subdivision 1 must follow service contracting and bidding requirements as stated including prevailing wage rules for construction work of \$25,000 or more.
 - i. Municipalities are encouraged to utilize <u>Minn. Stat. 471.345</u>, <u>subd. 8</u> for targeted business procurement where available
 - ii. Municipalities must not contract with vendors who are suspended or debarred in MN
 - iii. Support documentation for the procurement processes must be retained regardless of the source of funding
- B. Grantees that are nongovernmental entities must use these guidelines for approved grant budget contracted services based on these thresholds:
 - i. Grant-funded services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process
 - ii. Grant-funded services or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids



- iii. Grant-funded services or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor
- iv. For grant-funded projects that include construction work of \$25,000 or more, prevailing wage rules apply per <u>Minn. Stat. 177.41</u>. 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
- v. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - <u>State Department of Administration's Certified Targeted Group, Economically</u>
 <u>Disadvantaged and Veteran-Owned Vendor List</u>
 - Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program
 - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: <u>Central Certification Program</u>
- vi. Notwithstanding B (i) (v), the State may waive bidding process requirements when it is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price
- vii. The grantee must maintain:
 - Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts
 - Support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable
 - The grantee must not contract with vendors who are suspended or debarred in MN

20. Amendments

Any amendment to an award 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 award, or their successors in office.

21. Financial Statements

All Non-Governmental Organizations (NGO's) applying for grants in the state of Minnesota must undergo a financial review prior to a grant award made of \$25,000 and higher in order to comply with <u>Policy on the</u> <u>Financial Review of Nongovernmental Organizations</u>. Please submit one of the following documents with your application, based on the following criteria:

- Grant applicants with annual income of under \$50,000, or who have not been in existence long enough to have a completed IRS Form 990 or audit should submit their most recent board-reviewed financial statements
- Grant applicants with total annual revenue of \$50,000 or more and less than \$750,000 should submit their most recent IRS Form 990
- Grant applicants with total annual revenue of over \$750,000 should submit their most recent certified financial audit

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22. Other Provisions

- a. Grantees will comply with the terms as outlined in the Grant Award Notification (GAN)
- b. Grantees will submit financial and narrative reports as outlined in the GAN
- c. Grantees will receive reimbursement for actual approved grant costs as a lump sum following the receipt and approval of final financial report, final narrative report, and invoice. No advance payments will be provided. Invoices must correspond to the line items in the approved grant contract agreement budget (e.g., personnel costs, indirect costs, and equipment costs) and must be submitted according to the schedule outlined in the GAN

ECONOMIC DEVELOPMENT

Unemployment Insurance Account Consent

Before awarding a grant, DEED will need to verify that your organization does not have any outstanding Unemployment Insurance tax liability. If you choose not to provide this consent, DEED staff may determine that you are ineligible for DEED funding.

This authorization to release unemployment insurance data is not valid until the requirements listed below are met.

You need to:

- 1. Check the appropriate box authorizing what data the MN Unemployment Insurance program can release
- 2. Have an active user listed on the MN Unemployment Insurance employer account:
 - a. Sign and date this consent form
 - b. Print their name below their signature

The consent form will expire three months after the signature date.

If you have any questions about your private data, how to complete this consent form, or if you want to withdraw your consent, call Aaron Tell (651) 259-7567.

EXPLANATION OF YOUR RIGHTS

Purpose of this form

You must complete, sign and return this form if you want to authorize a person or organization to receive certain private or nonpublic information that we collect to administer the Unemployment Insurance (UI) Program.

You have the right to choose what data we release. This means you can let us release all of the data, some of the data, or none of the data listed on this consent.

You have the right to allow us to release the data to all, some or none of the persons or entities listed on this form. This means you can choose which entities or persons may receive the data and what data they may receive.

You may withdraw your permission at any time. Withdrawing your permission will not affect the data that we have already released because we had your permission to release the data.

1. Data Subject

we.

Your name or name of organization: _____

Minnesota Unemployment Insurance (UI) Employer Account No.:

Address:	
City:	
State:	
ZIP Code:	

2. Authorized person or organization

I authorize the following person or organization to receive the private and nonpublic data checked below:

DEED, [Insert appropriate division] 332 Minnesota Street, Suite E200 Saint Paul, MN 55101

3. UI Data

Types of data that I agree to be released:

Payment- Employer UI account status

Other – information about all outstanding UI account debt, including the age, amount owed and when the debt was incurred. Status of wage detail submission.

4. Signature

I voluntarily authorize DEED to release the selected private data to the above individual/organization. I am aware of the purpose for releasing the private data and I understand that there may be consequences for releasing the data to the individual/organization.

Your signature or signature of corporate officer, partner or fiduciary

Print your name (and title, if applicable): ______

Phone: (____) - ____ - ____

Date: _____ (mm-dd-yyyy)

EMPLOYMENT AND ECONOMIC DEVELOPMENT

Conflict of Interest Disclosure

State of Minnesota Request for Proposals

Instructions: Please return your completed form as part of the Response submittal.

Conflict of Interest Disclosure Form

This form gives applicants and grantees an opportunity to disclose any actual or potential conflicts of interest that may exist when receiving a grant. It is the applicant/grantee's obligation to be familiar with the Office of Grants Management (OGM) <u>Policy 08-01: Grants Conflict of Interest</u> (Current Policies tab) and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

I or my grant organization do NOT have an ACTUAL or POTENTIAL conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

I or my grant organization have an ACTUAL or POTENTIAL conflict of interest. (*Please describe below*):

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed name: Mark Jeffers

Signature:

Organization: Aitkin County Government

Date: February 7, 2023



Affidavit of Non-collusion

State of Minnesota Request for Proposals

Instructions: Please return your completed form as part of the Response submittal.

I swear (or affirm) under the penalty of perjury:

- 1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
- That the attached proposal submitted in response to <<NAME OF THE GRANT>> Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.
- 3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.
- 4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Responder's firm name: Aitkin County				
Print authorized representative name: Mark Jeffers				
Title: Economic Development Coordinator				
Authorized signature:				
Date (mm/dd/yyyy):				
Notary Public				
Subscribed and sworn to before me this day of, 20				
Notary Public signature				

Commission expires (mm/dd/yyyy):