

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



To: Chairperson, Aitkin County Board of Commissioners

Date: July 23, 2012

Via: Patrick Wusso, County Administrator

From: Sheriff Scott Turner

Title of Item: 2012 Boat & Water Federal Safety Supplemental Enforcement Supplemental Agreement – Equipment / Supplies Grant

Requested Meeting Date: August 7, 2012 Estimated Presentation Time: 10

Presenter: Sheriff Scott 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 for authorization to proceed
 Request by member of the public to be heard with proposed fee increases
 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



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) For signature

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: August 2, 2012

FROM: Sheriff Scott A. Turner RE: 2012 Federal Safety
 Enforcement Supplemental
 Agreement Grant
 Equipment / Supplies

Attached is a resolution for consideration for the acceptance of \$49,500.00 for the Federal Boating Safety Supplemental Grant. This money was applied for to purchase an Air Boat to assist the Aitkin County Sheriff's Office with patrol and rescue in difficult water locations. I ask that all three copies of the Agreement are signed by the Aitkin County Board and the Aitkin County Auditor and returned with a signed resolution.

Also attached are two quotes for the purchase of the airboat. This watercraft would have been of great assistance during the past winter with ice rescues on Mille Lacs and during the recent flood.

We recommend going with the quote from Duck Water Boats Inc. as it meets our needs. The turnaround time on this grant is short, so we must move quickly. Additional funds beyond the grant amount will be provided by forfeiture monies.

If you have any questions relative to this request, please do not hesitate to call me.

Thank you.

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

ADOPTED _____, 20

By Commissioner:

BE IT RESOLVED, that the Aitkin County Board of Commissioners approve the 2012 Federal Boating Safety Enforcement Supplemental Agreement – Equipment/Supplies Grant 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 \$49,500.00 for the term of July 1, 2012, through September 14, 2012.

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

all members present _____ All members voting

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 _____ A.D., 20 __, 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 _____ day of _____ A.D., 20

KIRK PEYSAR, County Auditor

BY _____, Deputy



Duck Water Boats Inc.
 3817 Blacksnake Hill Rd.N.E.
 Dover, Ohio 44622
 Phone Number: 330-602-9008

Invoice No. 12334

INVOICE

Customer

Name Dan Guida

Address _____

City Aitkin County Mn. _____

Phone _____

Date _____

Order No. _____

Rep _____

FOB _____

Qty	Description	Unit Price	TOTAL
1	Duck Water 20' Rescue boat with full console Hull constructed of 1/4" 5086 Marine Grade aluminum Stringers will be overlapped and locking for strength Hull sides to be 1/4" aluminum Hull skin to 1/2" phenolic glued and mechanically fastened the cabin will be a ealk around with 3 sides top gun material with zippered doors and the forward windshield to be aluminum.	\$49,500.00	
1	Load Rite galvanized trailer tandem axle 5200102LTB1.	\$2,500.00	\$2,500.00
1	Levigator Marine 6.2L V8 550HP rigged Construction to be plasma cut. Drawings to be provided by Naval Engineer Hal Whitacre		

Payment Details

Cash

Check

Credit Card

Name _____

CC # _____

Expires _____

SubTotal	
Shipping & Handling	
Taxes State	
TOTAL	\$52,000.00

Office Use Only

Best of Gunning!!!

From: Grant Jones
To: Dan Guida
Date: Thursday, August 02, 2012 9:50:03 AM
Subject: American Airboats Corp.

[Any Terrain.jpg](#) [harson search and rescue.jpg](#) [ice rescue 2.jpg](#) [hurricane katrina pic.jpg](#) [CG%20Airboat%201.jpg](#)
[DSC02667.jpg](#) [truckthroughic AWESOME PIC.JPG](#)

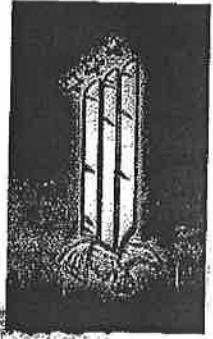
Mr. Guida,

I actually just spoke with the V.P. of the company Faron Floyd, and he wanted to at least put into writing what you can expect or price so that you may use it for presenting purposes. He will not be back from Nebraska until Tuesday with a formal quote that you can go review, but until then as an estimate for a 20 foot full Search & Rescue Rhino Edition AirRanger with 550 HP, walk around removable cabin, you can expect it to be around \$75,000.00 with boat and trailer. We will send a formal quote of all line items promptly on Tuesday when they return. Also, I have attached a few pictures of some recent Search & Rescue editions and if you would like, below is a link to our introductory DVD that you may view for presentation purposes as well. Thank you Mr. Guida, it was a pleasure speaking with you and if you require any additional information please let me know and I will be glad to assist you.

Sincerely,

Grant Jones
American Airboats Corp
www.americanairboats.com
Office: (409) 883-7725 EXT. 11
Cell: (409) 988-2549
Marketing & Advertising Director

"The future belongs to those who see possibilities before they become obvious."



**2012 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT
GRANT AGREEMENT**

Contract#: **49644**

Receipt ID:

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2013	Source Type REIMB	Vendor Number 0000197275	5-5	
Total Amount \$49,500.00		Project ID R29G80110127	Billing Location A50	DUNS 047464805		

Accounting Distribution:

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R290260	Category 84101501	Account 441302	Total Amount \$45,000.00	Activity A800002 - Enforcement
Fund 3000	Fin. Dept. ID R2937715	Approp. ID R290260	Category 84101501	Account 441302	Total Amount \$4,500.00	Activity A808004 - Navigational Aids

PO 30000 23115

Contract Number 49644	Grant Begin Date July 1, 2012	Grant End Date September 14, 2012
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Grantee Name and Address:

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

**2012 STATE OF MINNESOTA
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Office of Communication and Outreach ("State") and Aitkin County Sheriff's Office, 217 - 2nd St. NW, Aitkin, MN 56431 ("Grantee").

Recitals

1. Under Minnesota Statute §84.026 the State is empowered to enter into this grant.
2. The State will make available supplementary funding in the amount noted in this agreement to cover the cost of the specific items for recreational boating safety.
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.

Grant Agreement

I Term of Grant Agreement

- 1.1 **Effective date:** July 1, 2012. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred back to effective date. Reimbursements will only be made for those expenditures made according to the terms of this grant.
- 1.2 **Expiration date:** September 14, 2012, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Reimbursement invoice requests must also be received by the State no later than September 14, 2012. An extension beyond that date may be granted, if requested by the Grantee, and approved in writing by the State's representative. Requests submitted after September 14, 2012 that have not been granted a purchase or reimbursement extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility.
- 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, 15. Data Disclosure and those items in Exhibit A.

2 Grantee's Duties

The Grantee, who is not a state employee, will be reimbursed, as specified in Exhibit A, for the purchase of the items noted there. The Grantee will submit to the State the required documents noted in Exhibit A. The State will make available supplementary funding in the amount noted in this agreement to cover the cost of the specific items for recreational boating safety noted in Exhibit "A." See Exhibit "A" of this agreement for the allowable expenditures specific to this grant. See Exhibit "B" for specific federal requirements that affect this grant.

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 reimbursed only for the specific items listed in Exhibit A up to Forty-nine thousand five hundred dollars (\$49,500.00).
 - (b) **Total Obligation.** The total obligation of the State to the Grantee under this grant agreement will not exceed Forty-nine thousand five hundred dollars (\$49,500.00).
- 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. Invoice procedures are specified in Exhibit "A".
 - (b) **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security - through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (CFDA number 97.012) in 46 U.S.C. 13101-13110. 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 Kim A. Elverum, Assistant Administrator / Boat & Water Safety Coordinator, Office of Communication and Outreach, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4046, (651) 259-5343, 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. 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 amendment 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 relevant to this grant 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 agreement.

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 Chapter 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. Program funding attribution information can be found in Exhibit "A."
- 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: 7-18-2012

CFMS Grant Agreement No. 49644
PO 30000 23115

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 Administrator, OCO

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

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

**2012 STATE OF MINNESOTA FEDERAL BOATING SAFETY
SUPPLEMENTAL EQUIPMENT GRANT AGREEMENT
(CFDA #97.012)**

- I. The purpose of this grant is to provide supplementary funding to the Grantee, not exceeding the amount specified in Clause 4 of the Grant Agreement, to purchase the following specific equipment or other items that will be used for recreational boating safety activities:
 - a. 22-foot airboat with accessories and trailer*
 - b. 30 navigation buoys

* means trade-in or county funds added
2. The program shall begin on July 1, 2012. The purchase and request for reimbursement (county invoice) must be submitted to the State's representative by September 14, 2012. An extension beyond that date for purchase, delivery and reimbursement deadlines may be granted, if requested by the Grantee, and approved in writing by the State's representative. Requests submitted after September 14, 2012, that have not been granted a purchase or reimbursement extension from the State, are not eligible for reimbursement and will become the Grantee's sole responsibility.
3. The Grantee must first purchase the item as specified in this grant, follow any specific county purchasing procedures and pay for it from the Grantee's funds. The Grantee must then submit the following for reimbursement by the deadline noted in #2 above:
 - a. An invoice from the Grantee, dated no earlier than July 1, 2012 and not later than September 14, 2012, with a description of all the item(s) being requested for reimbursement. The purchase/invoice deadline may be modified if an extension, as noted in clause #2 above, is granted in writing from the State's representative.
 - b. A copy of the invoice(s) from the vendor(s) showing the amount the Grantee actually paid, including shipping, sales tax and any setup costs.
 - c. If the item is valued over \$5,000, the Grantee's asset number(s) & equipment serial number(s) must also be included on the invoice.
 - d. All reimbursement requests must be sent or delivered to:

Minnesota Dept. of Natural Resources
Boat & Water Safety Section
500 Lafayette Road
St. Paul, MN 55155-4046
4. Aids to navigation purchased through this grant must comply with the requirements in Minnesota Rule 6110.1500. Watercraft purchased through this grant must be registered with the State and display registration numbers and validation decals as noted in Minnesota Rule 6110.0100 -.0900.
5. Invasive Species Prevention. Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (pp. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

6. The Grantee agrees that, when requested by the State, they will promptly complete an inventory on items purchased at a cost of more than \$5,000 and forward it to the State's representative.
7. The State will supply a special label that will need to be applied to each item of equipment that exceeds \$5,000. This label indicates that federal boating safety funds were used for all or a portion of the purchase.
8. Items purchased under this grant may not be sold, traded or disposed of without prior written permission and instructions from the State as to the disposition of the item(s), and any funds derived from their sale or trade. The Grantee must promptly notify the State's representative if any item over \$5,000 purchased through this grant is lost or stolen.
9. By accepting this grant, the Grantee agrees, when requested, to accurately & promptly complete and return to the state any reports required by the State or the cognizant federal agency regarding activities, expenditures or accomplishments for the recreational boating safety program.
10. In any reference to this grant, it should be referred to as: "A federal boating safety sub grant through the Minnesota Department of Natural Resources."