

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



To: Chairperson, Aitkin County Board of Commissioners Date: _____

Via: Patrick Wussow, County Administrator

From: Penny Harms, Veterans Service Officer

Title of Item:

MN Department of Veterans Affairs Community Outreach Grant

Requested Meeting Date: 10-23-2012 Estimated Presentation Time: 5 minutes

Presenter: Penny Harms, Veterans Service Officer

Type of Action Requested (check all that apply)

- For info only, no action requested
- For discussion only with possible future action
- 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
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____
- Approve under Consent Agenda
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) _____

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: _____
- Expenditure line account # for this item is: _____

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) _____

Provide (1) copy of supporting documentation NO LATER THAN Wednesday at Noon to make the Board's agenda for the following Tuesday. (If your packet contains colored copies, please provide (4) paper copies of supporting documentation as we do not have a color printer or copier.) Items WILL NOT be placed on the Board agenda unless complete documentation is provided for the Board packets.

AITKIN COUNTY VETERAN SERVICES

Penny Harms
Veterans Service Officer
217 Second Street N.W. Room 130
Aitkin, MN 56431
218-927-7320
888-404-7320
Fax: 218-927-7374

To: Aitkin County Board of Commissioners

From: Penny Harms, VSO

RE: MN Department of VA Community Outreach Grant

Date: October 17, 2012

The Aitkin County Veterans Service Office has been offered a Community Outreach Grant in the amount of \$2,298 from the Minnesota Department of Veterans Affairs. Funds from this grant must be used no later than May 31, 2012.

Funds from this grant can be used for outreach expenses such as reducing Veteran homelessness, transportation expenses, payments for 2nd opinions on denied VA claims, publicity items, marketing expenses and benefits fairs..

I would like to request approval of this grant from the board at the October 22, 2012 meeting.

Sincerely,



Penny Harms

Veterans Service Officer

By Commissioner: xx

XXXXXX-XXX

CVSO Community Outreach Grant Program

BE IT RESOLVED by **Aitkin County** that the County enter into the **Grant Contract** with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following program: **County Veterans Service Office Community Outreach Grant Program**. The grant must be used for community outreach as defined in Minn. Stat. 197.608, to all eligible veterans regarding the availability of benefits they have earned and especially those relating to posttraumatic stress disorder for all veterans, including World War II, Korean War, and Vietnam War era veterans, and should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by **Aitkin County** that the County Veterans Service Officer, **Penny Harms** be authorized to execute the Grant Contract for the above-mentioned program on behalf of the County.

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 XX day of XX A.D., XXXX, 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 XX day of XX A.D. XXXX

KIRK PEYSAR, County Auditor

BY _____, Deputy



OCT 15 2012

OCT 15 2012

October 8, 2012

Penny Harms, CVSO
Aitkin County
217 2nd St NW, Room 130
Courthouse
Aitkin, MN 56431

Re: CVSO Outreach Grant

Dear CVSO,

During the 2012 Legislative Session, the Minnesota Department of Veterans Affairs (MDVA) received a one-time appropriation of \$200,000 that was specifically designated for use by the CVSOs for community outreach. In order to provide a fair and equitable distribution of these funds, it was determined that the \$200,000 would be divided equally among the 87 counties. As a result, each county will receive \$2,298. This one-time funding is not tied to CVSO certification.

Since the \$2,298 is a grant, the MDVA will follow the same procedures as with previous department grants. Enclosed with this letter are the county Grant Contract, CVSO Outreach Grant Items Approved/Disapproved list (Attachment A), the Board Resolution form and instructions. **Please note that any item or expense being considered for payment with these funds that is not on the list MUST receive prior written approval.** Once the signed Grant Contract and County Resolution are received, MDVA will secure the remaining signatures, provide you with a fully executed original, and electronically transfer the funds to your county treasurer.

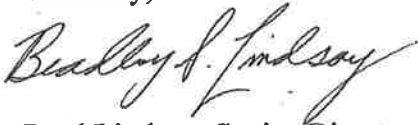
You will have until **May 31, 2013** to spend the \$2,298 on qualified items. By that date, the funds must be spent, documentation of the qualified expenditures received by the MDVA, and any unused funds returned. However, MDVA will not provide any grant dollars to your county until the signed Grant Contract (in triplicate) and a **certified** County Resolution form are received.

Along with the notification of payment to your county auditor/treasurer, you will receive copies of a Compliance Report and an Expenditure form that will have to be filled out, signed and returned by the due date. **All paid receipts, the Compliance Report, the Expenditure form and any unused grant funds must be returned to the MDVA by May 31, 2013. No purchases can be made beyond that date.**

Please keep in mind that legislation authorizes the department to recover from the county any grant funds that are not used for qualified purchases as outlined in the list of approved expenditures, Attachment A of the Grant Contract.

If you have any questions, please feel free to contact Linda McDonald at linda.mcdonald@state.mn.us or call her at 651-757-1540.

Sincerely,

A handwritten signature in cursive script that reads "Brad Lindsay".

Brad Lindsay, Senior Director of
Programs and Services
Minnesota Department of Veterans Affairs

Enclosures:

- Grant Contract (3 copies)
- County Resolution
- Instructions

**STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

COUNTY VETERANS SERVICE OFFICE COMMUNITY OUTREACH GRANT PROGRAM

GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and **Aitkin County**, 217 2nd St NW, Room 130, Courthouse, Aitkin, MN 56431 ("Grantee").

Recitals

1. Under Minnesota Statutes §197.608, and Minnesota Laws 2012, Chapter 292, Article 4, Section 18, Subdivision 2, the State is empowered to enter into this grant.
1. The State is in need of a community outreach program through the County Veterans Service Offices.
2. This grant must be used for community outreach as defined in Minnesota Statutes, section 197.608, to all eligible Veterans regarding the availability of benefits they have earned and especially those relating to post traumatic stress disorder for all Veterans, including World War II, Korean War, and Vietnam War era Veterans. Outreach is through the Grantee's County Veterans Service Office as specified in Minnesota Laws 2012, Chapter 292, Article 4, Section 18, Subdivision 2, and should not be used to supplant or replace other funding.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** **October 1, 2012** or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date:** **May 31, 2013**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract:
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:

Conduct the **County Veterans Service Office Community Outreach Grant Program** by purchasing one or more of the allowable goods and services as specified in Attachment A, Items Approved/Disapproved, which is attached and incorporated into this grant contract.

If the Grantee wishes to purchase a good or service not listed on Attachment A, Items Approved, they must submit a written request to the State's Authorized Representative listing the item, its estimated cost, and how it will benefit county veterans. The item may only be purchased with grant funds upon receipt of

written approval from MDVA.

Upon the conclusion of this Project, but no later than May 31, 2013, the Grantee shall submit Copies of all Paid Receipts, a completed Expenditure Report Form, a CVSO Community Outreach Grant Compliance Report and any unexpended Grant Funds to MDVA. Such Reports shall show all goods and services purchased and account for all grant funds expended.

In the event that any provision of the Items, Approved/Disapproved, Attachment A, reviewed by the State and incorporated into this grant contract by reference is not consistent with any portion of this grant contract, then the terms of this grant contract supersede the inconsistent provision.

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all eligible goods and services purchased by the Grantee under this grant contract as follows:

(1) **Compensation.** The Grantee will be paid a lump sum and must account for funds spent according to the breakdown of costs contained in the Items, Approved/Disapproved, Attachment A, which is attached and incorporated into this grant contract.

(b) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be made. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$2,298 (Two thousand two hundred ninety eight Dollars).**

4.2. Payment

(1) The State will promptly pay the Grantee a lump sum of **\$2,298** upon the execution of this Grant Contract

(1) **Eligible Project Costs.** In order to be eligible for Grant Funds, costs must be reasonable, necessary and allocable to the Program, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant to Minnesota Statutes §197.608, Minnesota Laws 2012, Chapter 292, Article 4, Section 18, Subdivision 2 and this grant contract.

(2) Pursuant to Minn. Stat §197.608 Subd 7, if the purchase of eligible goods and services is not completed, or is completed without expending the budgeted total of MDVA Grant Funds, the Grantee shall apply MDVA Grant Funds towards the total cost properly expended on the goods and

services specified above, and shall remit those MDVA Grant Funds not so expended to the MDVA.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment, or will return payment already received, 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 **Brad Lindsay**, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12th Street, Saint Paul, Minnesota 55155 (651) 757 1582 or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance.

The Grantee's Authorized Representative is **Penny Harms**, County Veterans Service Office, Aitkin County, 217 2nd St NW, Room 130, Courthouse, Aitkin, MN 56431, or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

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

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 **Amendments.** Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 **Liability**

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

9 **State Audits**

Under Minnesota Statutes §16B.98, Subd.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 Statutes Chapter 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minnesota Statutes § 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.

10.2. *Intellectual Property Rights*

A *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant contract.* Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) *Obligations*

- a. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. *Representation.* The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, 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 the Works or Documents 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 Works or Documents 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.

11 **Workers' Compensation**

The Grantee certifies that it is in compliance with Minnesota Statutes § 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 contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

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

13 **Governing Law, Jurisdiction, and Venue**

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

14 **Termination**

14.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to retain payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee has not initiated the Project by May 31, 2013, as evidenced by the incurrence of documented expenses for eligible costs; then this grant contract shall be reviewed by MDVA, and, may be canceled and all or part of the funds returned to MDVA.

any undisputed amount not paid on time to the Subcontractor.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

2. GRANTEE: Aitkin County

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY: MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative - Photo Copy

ATTACHMENT A

CVSO Community Outreach Grant Items Approved/Disapproved – FY13

Only the items approved on this form are authorized for payment using grant funds. The MDVA will seek recovery from your county for any items/expenses not on this list that have been purchased with grant funds without receiving prior written approval.

Items Approved:

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Expenses related to the transportation of Veterans needing to access their benefits (Including van/vehicle purchases for this primary purpose) | Publicity Items (<i>Magnets, Brochures, etc. – must include reference to LinkVet</i>) |
| Expenses related to the reintegration of returning service members (Including travel expenses to official reintegration events) | Marketing expenses (Display boards, radio airtime, TV airtime and newspaper ads, billboards...) |
| Expenses related to the goal of reducing Veteran homelessness | Expenses related to "Outreach" (Such as benefits fairs, town halls and seminars.) |
| Medical expenses to pay for 2 nd opinions on denied VA disability claims. | <i>Other outreach related expenditures require the written approval of MDVA Senior Director or Deputy Commissioner of Programs and Services.</i> |

Items Not Approved:

- Travel expenses to conventions, training, and related training expenses.
- Office Equipment.
- Staff.