

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



To: Chairperson, Aitkin County Board of Commissioners Date: August 5, 2013

Via: Patrick Wusso, County Administrator

From: Sheriff Scott A. Turner

Title of Item: Off Highway Vehicle Safety Enforcement Grant Program 20013-2015

Requested Meeting Date: August 13, 2013 Estimated Presentation Time: _____

Presenter: Sheriff Scott Turner

Type of Action Requested (check all that apply)

- For info only, no action requested Approve under Consent Agenda
- 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: 203-5840
- Expenditure line account # for this item is: 203-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) Off Highway Vehicle Enforcement Grant

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 5, 2013
FROM: Sheriff Scott A. Turner RE: 2014-2015 Off Highway Vehicle
Grant Agreement

I would like to place the attached 2014-2015 Off Highway Vehicle Grant (OHV) on board for August 13, 2013.

This grant is in the amount of \$14,212.00 to be use towards Off Highway Vehicle enforcement, hours, training and equipment divided between the fiscal years of 2014 and 2015.

I would ask that this agreement be signed and returned with a signed resolution.

Thank you.

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

ADOPTED August 13, 2013

By Commissioner: xx

081313-0xx

OHV Safety Enforcement Grant

BE IT RESOLVED, that the Aitkin County Board of Commissioners approve the 2014-2015 Off-Highway Vehicle Safety Enforcement 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 \$14,212.00 for the term of July 15, 2013 through June 30, 2015.

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

FIVE MEMBERS PRESENT

All Members Voting Yes

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

I, Kirk Peysar, Auditor, of the County of Aitkin, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of August 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 13th day of August A.D., 2013

KIRK PEYSAR, County Auditor

BY _____, Deputy

**ENCUMBRANCE WORKSHEET
FOR OFF HIGHWAY VEHICLE
ENFORCEMENT GRANTS**

State Accounting Information:

Contract No. 65983

PO# 3000043070

Agency Contract Identification No.: R2901

Agency: R29	Fiscal Year: 2014	Vendor Number: 0000197275-001
Total Amount of Contract: \$ 28,424.00	Amount of Contract First FY:	
Category: 84101501	Category:	Category:
Account: 441302	Account:	Account:
Amount: \$ 14,212.00	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2102	Fund: 2103	Fund: 2104
Appr: R2917401	Appr: R297402	Appr: R297403
FinDeptID: R2937714	FinDeptID: R2937714	FinDeptID: R2937714
CCI: 27822	CCI: 27822	CCI: 27822
Amount: 2,212.00	Amount: 11,000.00	Amount: 1,000.00

Contract Start Date: July 15, 2013

Expiration Date: June 30, 2015

Contractor Name and Address: Aitkin County
c/o Debra Exsted
Aitkin County Sheriff's Office
217 Second Street Northwest, Room 185
Aitkin, MN 56431

STATE OF MINNESOTA GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Aitkin County, 217 Second Street NW, Room 185, Aitkin, MN 56431 ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.024 the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2013 Chapter 114, Article 3, Section 4, Subdivision 7, is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
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 Statutes §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:** July 15, 2013, 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 agreement until this agreement is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

- 1.2 **Expiration date:** June 30, 2015, 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 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 be reimbursed once annually, for only eligible OHV Safety Enforcement Grants, including one or more of the following:

- Grantee staff time to participate in OHV/ATV activities, including attendance at training classes, also holding local safety training education programs for local riders. Training of grantee staff working to enforce any OHV related law, rule or regulation is **MANDATORY**.
- Purchase of ATVs for use in patrolling;
- ATV maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (not costs related to towing vehicle repair);
- Helmets and other related protective gear (no standard uniforms or equipment);
- Other equipment dedicated solely to Off Highway Vehicle Enforcement work.

Submit ANNUAL Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

POST on the Grantee's website, a copy of the two page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, subdivision 1.

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.** Funds made available pursuant to this Agreement shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Agreement, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the Grantee. The State will pay for all services performed by the Grantee under this grant agreement as follows:

(a) **Compensation.** The Grantee will be reimbursed up to \$14,212.00 in state fiscal year 2014, for expenses incurred between the effective date of the grant and June 30, 2014, and \$14,212.00 in fiscal year 2015, for expenses incurred between July 1, 2014, and June 30, 2015, as determined by the grant funding formula.

(b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed \$28,424.00.

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 must be properly dated, and submitted in a timely manner, according to the following schedule:

Invoices for state fiscal year 2014 must be submitted **before** June 30, 2015. Invoices for state fiscal year 2015 must be submitted **before** June 30, 2016. Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

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, or, for expenses incurred prior to the effective dates for each program year.

Eligible reimbursement costs may not exceed \$14,212.00 prior to July 1, 2014.

Eligible reimbursement costs may not exceed \$14,212.00 prior to July 1, 2015.

6 Authorized Representative

The State's Authorized Representative is Chuck Niska, Program Manager SR, MN DNR Division of Enforcement, Box 47, 500 Lafayette Road, St. Paul, MN 55155-4047, (612) 756-4165, chuck.niska@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 Debra Exsted, Administrator, Aitkin County Sheriff's Office, 217 Second Street NW, Aitkin, MN 56431, (218) 927-7431, sheriff@co.aitkin.mn.us. 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 Contract Complete**

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

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

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

7.4 **Grant Agreement Complete.** This grant agreement 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 Minn. Stat. §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, Minn. Stat. Ch. 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 Minn. Stat. § 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 Minn. Stat. § 176.181, subd. 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 contract. 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 cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15 American Disabilities Act

The Grantee must comply with the accessibility guidelines.

15.1 Americans with Disability Act Accessibility Guidelines for Buildings and Facilities ADAAG, 2002).

16 Invasive Species Protection

The DNR requires active steps to prevent or limit the introduction establishment and spread of invasive species during contracted work. The Grantee shall prevent invasive species from entering into or spreading within a county by inspecting, cleaning, draining and drying equipment prior to arriving at an enforcement site.

17 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 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 Minn. Stat. ' ' 16A.15 and 16C.05.

Signed: Brenda Medel

Date: 7/23/13

SWIFT Contract/PO No(s) 65983 / 3000043070
(both yrs)

2. GRANTEE

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: Chair, Board of Commissioners

Date: _____

By: _____

Title: Sheriff

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

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