

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



To: Chairperson, Aitkin County Board of Commissioners

Date: August 19, 2013

Via: Patrick Wusso, County Administrator

From: Sheriff Scott Turner

Title of Item: 2013 Boat & Water Federal Safety Supplemental Enforcement Supplemental Agreement – Equipment / Supplies Grant

Requested Meeting Date: August 27, 2013  
10

Estimated Presentation Time:

Presenter: Sheriff Scott Turner

**Type of Action Requested** (check all that apply)

- |  |  |
|--|--|
| <input type="checkbox"/> For info only, no action requested  | <input type="checkbox"/> Approve under Routine Business  |
| <input type="checkbox"/> For discussion only with possible future action   | <input type="checkbox"/> Adopt Ordinance Revision  |
| <input type="checkbox"/> Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison) |  |
| <input type="checkbox"/> Approve/adopt proposal by motion  | <input checked="" type="checkbox"/> Approve/adopt proposal by resolution (attach draft resolution) |
| <input type="checkbox"/> Authorize filling vacant staff position   |  |
| <input type="checkbox"/> Request to schedule public hearing or sale  | <input type="checkbox"/> Other (please list) <u>request for authorization to proceed</u>           |
| <input type="checkbox"/> Request by member of the public to be heard   | <u>with proposed fee increases</u>   |
| <input type="checkbox"/> 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) 3 original grant agreements to be signed

**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 19, 2013
FROM:	Sheriff Scott A. Turner	RE:	2013 Federal Safety Enforcement Supplemental Agreement Grant Equipment / Supplies

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Attached is a resolution for consideration for the acceptance of \$3,026.00.00 for the Federal Boating Safety Supplemental Grant. This money was applied for the purchase of Mustang Survival Suits 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.

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 2013 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 \$3,026.00 for the term of July 1, 2013, through September 16, 2013.

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

**2013 STATE OF MINNESOTA  
FEDERAL BOATING SAFETY SUPPLEMENTAL EQUIPMENT  
GRANT AGREEMENT**

Contract #: 67153  
- PO#: 3000044935

Receipt ID:

**State Accounting Information:**

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2014	Source Type REIMB	Vendor Number 0000197275 LOC: 5
Total Amount \$3,026.00		Project ID R29G80110127	Billing Location R2980N0221	DUNS 047464805

**Accounting Distribution:**

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R294203	Category 84101501	Account 441302	Total Amount \$3,026.00	Activity A800002 - Enforcement
Fund 3000	Fin. Dept. ID R2937715	Approp. ID R294203	Category 84101501	Account 441302	Total Amount \$0	Activity A808004 - Navigational Aids

Contract Number	Grant Begin Date July 1, 2013	Grant End Date September 16, 2013
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**Grantee Name and Address:**

Aitkin County Sheriff's Office  
217 - 2<sup>nd</sup> St. NW  
Aitkin, MN 56431

**Fiscal Agent and Address:**

Aitkin Co. Treasurer  
209 - 2<sup>nd</sup> St. NW, Rm. 203  
Aitkin, MN 56431

**2013 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, Enforcement Division ("State") and Aitkin County Sheriff's Office, 217 - 2<sup>nd</sup> St. NW, Aitkin, MN 56431 ("Grantee"). The Fiscal Agent for this grant is Aitkin Co. Treasurer, 209 - 2<sup>nd</sup> St. NW, Rm. 203, Aitkin, MN 56431.

**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**

**1 Term of Grant Agreement**

- 1.1 **Effective date:** July 1, 2013. 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 16, 2013, 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 16, 2013. 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 16, 2013 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 Three thousand twenty-six dollars (\$3,026.00).
  - (b) **Total Obligation.** The total obligation of the State to the Grantee under this grant agreement will not exceed Three thousand twenty-six dollars (\$3,026.00).
- 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 Rodmen Smith, Assistant Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5054, rodmen.smith@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is the County Sheriff. 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: B. Mead

Date: 8/12/13

**3. STATE AGENCY: NATURAL RESOURCES**

By: \_\_\_\_\_  
(With delegated authority)

Title: Assistant Director, Enforcement Division – Central Office

Date: \_\_\_\_\_

SWIFT Contract/PO No(s) 67153 / PO# 300044935

**2. GRANTEE:**

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

By: \_\_\_\_\_

Title: County Sheriff

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Chairman of County Board

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: County Auditor or Administrator

Date: \_\_\_\_\_

Attachments: Exhibits "A" & "B"

Distribution:

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

**2013 STATE OF MINNESOTA FEDERAL BOATING SAFETY  
SUPPLEMENTAL EQUIPMENT GRANT AGREEMENT  
(CFDA #97.012)**

1. 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. 4 cold water rescue suits with integral harness
  
2. The program shall begin on July 1, 2013. The purchase and request for reimbursement (county invoice) must be submitted to the State's representative by September 16, 2013. 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 16, 2013, 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, 2013 and not later than September 16, 2013, 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  
500 Lafayette Road  
St. Paul, MN 55155-4047
  
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](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf).



## 2013 FEDERAL ASSURANCES NON-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (1) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1995 and OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations." \*(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

*\*If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133 - "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor - Single Audit Division, Suite 400, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section - Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155. and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10<sup>th</sup> Street, Jeffersonville, IN 47132.*