



Board of County Commissioners Agenda Request

2H
Agenda Item #

Requested Meeting Date: August 26, 2014

Title of Item: County VSO Operational Enhancement Grant Program

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Hold Public Hearing*

Submitted by: Penny Harms	Department: Veterans Service Office
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Presenter (Name and Title): n/a	Estimated Time Needed: n/a
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Summary of Issue:
Aitkin County Veteran Services is eligible to receive a CVSO Operational Enhancement Grant for FY15 in the amount of \$10,000 from the MN Department of Veterans Affairs.

The purpose of this grant is to enhance the operations of the Aitkin County Veterans Service Office. The grant can be used for outreach, marketing, transportation and office equipment.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Adopt attached resolution: County VSO Operational Enhancement Grant Program

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*

By Commissioner: xx

082614-0xx

County VSO Operational Enhancement 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 project: **County Veterans Service Office Operational Enhancement Program**. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in Minnesota Laws 2013 Chapter 142 Article 4. This grant 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 26th day of August A.D., 2014, 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 26th day of August A.D. 2014

KIRK PEYSAR, County Auditor

BY _____, Deputy

STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT 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, as amended by Minnesota Laws 2013 Chapter 142 Article 4, the State is empowered to enter into this grant.
1. The State is in need of enhancing the operation of the County Veterans Service Offices.
2. This grant must be used to enhance the operations of the Grantee's County Veterans Service Office under Minnesota Statutes §197.608 Subdivision 4 (a), 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:** **July 1, 2014** 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 except as permitted by Minnesota Laws 2014, Chapter 187, sec. 2.

1.2 **Expiration date:** **June 1, 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 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 Operational Enhancement 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 shall 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 June 1, 2015, the Grantee shall submit Copies of all

Paid Receipts, a completed Expenditure Report Form, a CVSO Operational Enhancement 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 **\$10,000 (Ten thousand Dollars)**.

4.2. Payment

(1) The State will promptly pay the Grantee a lump sum of **\$10,000** 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, as amended, 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 **Bradley S. Lindsay**, Minnesota Department of Veterans Affairs, 2nd Floor 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 does not complete the Project by June 1, 2015, 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 to be reallocated to training and education under Minnesota Statutes §197.608 Subdivision 7.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Minnesota Legislature.
- b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the 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 contract 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 Statutes § 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.

16 Use of Subcontractors.

If the Grantee decides to fulfill any of its obligations and duties under this grant contract through a subcontractor to be paid for by funds received under this grant, the Grantee shall not execute a contract with the subcontractor or otherwise enter into a binding agreement until it has first received written approval from the State's Authorized Representative, unless such subcontract is a specific part of an approved Grant Application and Budget included in this grant contract. The State's Authorized Representative shall respond to requests from the Grantee for authorization to subcontract within ten (10) working days of receiving the request. The Grantee shall comply with all applicable provisions of Minnesota Statutes §471.345, the Uniform Municipal Contracting Law. All subcontracts shall reference this grant contract and require the subcontractor to comply with all of the terms and conditions of this grant contract. The Grantee shall be responsible for the satisfactory and timely completion of all work required under any subcontract and the Grantee shall be responsible for payment of such subcontracts. The Grantee shall pay all Subcontractors, less any retainage, within 10 calendar days of receipt of payment to the Grantee by the State for undisputed services provided by the Subcontractor and must pay interest at the rate of one and one half percent per month or any part of a month to the Subcontractor on

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SWIFT # _____

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 Operational Enhancement Grant
Items Approved/Disapproved – FY15

Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes:

- To provide outreach to the county's veterans.
- To assist in the reintegration of combat veterans into society.
- To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.
- To reduce homelessness among veterans.
- To enhance the operations of the county veterans service office.

Only the items approved on this form are authorized for purchase using grant funds. The MDVA will seek recovery from your county for any items not on this list that have been purchased with grant funds.

Items Approved:

Monitors (<i>Purchase price limited to \$500.00</i>) and Dual monitor video cards	Publicity Items (<i>Magnets, Brochures, Challenge Coins – must include reference to LinkVet</i>)
Laptops/Tablet PC's/I-Pad (<i>including accessories</i>)	Label printers and supplies
Personal computers - Desktop	Teleconferencing equipment
Veterans Information/Case Management Systems and Software (<i>Including user maintenance agreements.</i>)	Headsets – Phone ONLY (<i>Purchase price limited to \$250.00</i>)
Printers/Scanners	Paper shredders or shredding contracts
Cellular Phones/Smart Phones (<i>Purchase price limited to \$450.00. No monthly contracts or fees.</i>)	TV /DVD combinations (<i>Purchase price limited to \$500.00</i>)
Photo copiers (<i>or 12 month lease</i>) (<i>Including user maintenance agreements.</i>)	Mobile broadband data access device/Hotspot (<i>No monthly contracts or fees.</i>)
Digital Video Recorders (<i>Purchase price limited to \$1000.00</i>)	Fax machines and installation of initial phone line (<i>No monthly contracts or fees.</i>)
Digital Projectors – LCD/DLP (<i>Purchase price limited to \$1,500.00</i>)	Digital Cameras (<i>Camera purchase price limited to \$500.00. Tax and accessories are separate.</i>)
Expenses related to the goal of reducing Veteran homelessness (<i>Must be pre-approved</i>)	Travel expenses related to MACVSO / MDVA/ USDVA sponsored training events. (<i>Transportation, Lodging and Registration ONLY.</i>)
Training at local colleges – Includes all staff in CVSO Office and must relate to the position of CVSO. Registration ONLY. (<i>Must be pre-approved and expenses are limited to \$500.00 per individual.</i>)	Required NACVSO Accreditation/CEU/CVA Training – Must provide a “Certificate of Completion” after training. (<i>Transportation, Lodging and Registration ONLY.</i>) No meals or per diem.
Expenses related to the transportation of Veterans needing to access their benefits (Including van/vehicle purchases for this primary purpose, maintenance, fuel, etc.)	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 (<i>Must include reference to LinkVet</i>))	Expenses related to “Outreach” such as benefits fairs, town halls and seminars. (<i>Refreshments & food over \$500.00 must be pre-approved</i>)
Medical expenses to pay for 2 nd opinions on previously denied VA disability claims.	Staff expenses for new/increased staff that provide direct services to veterans.

Also Approved:

- Supplies related to items purchased during this grant cycle ONLY (toner cartridges, ink cartridges, etc.). You may NOT purchase supplies for items you already have.
- Reference materials (medical dictionaries, VA rules and regulations manuals, etc.).
- Furniture that is directly related to a computerization, organization and enhancement efforts (such as required furniture for new/increased staff, computer desk, printer stand, filing cabinets, etc.). All furniture purchases must receive prior approval from the MDVA.
- Up to one year of extended warranties/extended maintenance contracts on equipment and related software purchased during this grant cycle ONLY.

***NOTE: The maximum purchase price for certain items does NOT include tax or shipping charges.**

Items Not Approved:

- Furniture that is NOT for new/increased staff or that is directly related to computerization/organization efforts (chairs, desks, etc.).
- Direct assistance payments to veterans, their survivors or dependents.
- Payments made to a third party on behalf of a veteran, their survivors or their dependents, such as mortgage, rent, auto loans, insurance, credit cards, etc.