



Board of County Commissioners Agenda Request

25
Agenda Item #

Requested Meeting Date: Noember 22, 2016

Title of Item: 2016 Federal Boating Supplemental Equipment Grant Agreement

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Sheriff Scott A. Turner		Department: Aitkin County Sheriff's Office
Presenter (Name and Title): N/A		Estimated Time Needed:
Summary of Issue: Signatures and Resolution for 2016 State of Minnesota Federal Boating Safety Supplemental Equipment Grant Agreement for grant amount of \$20,077.00 for purchase of new boat, motor and trailer.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Adopt resolution and authorize signatures.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No Please Explain:		

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: November 16, 2016
FROM: Sheriff Scott A. Turner RE: 2016 Federal Boating Safety
Enforcement Supplemental
Equipment Grant Agreement

Attached is a resolution for consideration for the acceptance of \$20,077.00 for the Federal Boating Safety Supplemental Equipment Grant. This money was applied for the purchase of a new boat, motor and trailer to assist the Aitkin County Sheriff's Office with safety, patrol and rescue in our Aitkin lakes. I ask that all three copies of the Agreement are signed by the Aitkin County Board and the Aitkin County Administrator and returned with a signed resolution.

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

Thank you.

By Commissioner: xx

20161122-0xx

2016 Federal Boating Supplemental Equipment Grant Agreement

BE IT RESOLVED, that the Aitkin County Board of Commissioners approve the 2016 Boat & Water Federal Safety Grant Agreement on file in the Office of the County Auditor and authorize the Aitkin County Sheriff, County Board Chair and County Administrator to sign the agreement in the amount of \$20,077.00 for the term of October 1, 2016 through January 31, 2017.

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}**

I, Patrick Wussow, Interim County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 22nd day of November 2016, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 22nd day of November 2016

Patrick Wussow
Interim County Administrator



**2016 STATE OF MINNESOTA
FEDERAL BOATING SAFETY
SUPPLEMENTAL EQUIPMENT
GRANT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract #: 117529

PO #: 3000105187

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2017	Source Type REIMB	Vendor Number 0000197275-001
Total Amount \$20,077.00		Project ID R29G40CGFFY16	Billing Location R297000221	DUNS 047464805

Accounting Distribution:

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R294203	Category 84101501	Account 441302	Total Amount \$20,077.00	Activity A4CG002
Fund 3000	Fin. Dept. ID R2937715	Approp. ID R294203	Category 84101501	Account 441302	Total Amount \$0	Activity A4CG004

Grant Begin Date October 1, 2016	Grant End Date January 31, 2017
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Grantee Name and Address:

Aitkin Co. Sheriff
217 - 2nd St. NW, Rm. 185
Aitkin, MN 56431

Payment Address:
(where DNR sends the check)

Aitkin Co. Treasurer
209 - 2nd St. NW, Rm. 202
Aitkin, MN 56431

**2016 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 Co. Sheriff, 217 - 2nd St. NW, Rm. 185, Aitkin, MN 56431 ("Grantee"). The payment address for this grant agreement is Aitkin Co. Treasurer, 209 - 2nd St. NW, Rm. 202, 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:** **October 1, 2016** or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, Subdivision 5, whichever is later. Reimbursements will only be made for those expenditures made according to the terms of this grant.
- 1.2 **Expiration date:** **January 31, 2017** or until all obligations have been satisfactorily fulfilled, whichever occurs first. Reimbursement invoice requests must also be received by the State no later than January 31, 2017. 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 January 31, 2017 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 Twenty thousand seventy-seven dollars (\$20,077.00).
- (b) **Total Obligation.** The total obligation of the State to the Grantee under this grant agreement will not exceed Twenty thousand seventy-seven dollars (\$20,077.00)

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.

- 4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345; grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:
- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
 - (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
 - (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

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 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, Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5052, 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 or designee. 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 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, 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 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 Statute § 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.
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 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.
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 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.

16 Invasive Species Prevention

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

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Cheryl Hawthorne

Date: 11-7-16

SWIFT Contract # 117529

Purchase Order # 3000105187

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

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

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: Chairperson of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

**2016 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. 16' boat, 75 hp motor & trailer
 - b. Depth finder & installation
2. The program shall begin on October 1, 2016. The purchase and request for reimbursement (county invoice) must be submitted to the State's representative by January 31, 2017. 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 January 31, 2017, 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 October 1, 2016 or date grant is fully executed and not later than January 31, 2017, 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:

Email: deb.ethier@state.mn.us or

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.

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

**2016 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 sq.), 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 10th Street, Jeffersonville, IN 47132.*

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

September 8, 2016

Deb Ethier, Grant Specialist
Boat & Water Safety, Dept. of Natural Resources
500 Lafayette Road
St. Paul, MN 55115-4046

RE: 2016 Federal Boating Safety Patrol Supplemental Grant

Dear Deb Ethier:

Enclosed for your review are the Aitkin County Sheriff's Office 2016 Federal Boating Safety Patrol Supplemental Grant hours, the supporting daily boating enforcement logs as completed by our deputies along with a summary of enforcement activity.

This 2016 boat & water season the deputies spent time assisting boaters, educating them and patrolling many lakes within Aitkin County. The deputies concentrated their efforts on the busy lakes and during the busier times of the season such as weekends and holidays. They patrolled some lakes where concerns or complaints were reported regarding unsafe boating.

The deputies spent 106.25 overtime hours on the area lakes this season. During those hours approximately 418 watercrafts were observed. Of those observed 98 were checked. There were 2 boating citations written which were both BWI, 16 written warnings and 2 verbal warnings issued. The deputies observed 42 PWC and checked 16 of those. The deputies issued 1 citation for a PWC which was a BWI, and 8 warnings with no verbal warning documents.

Due to flooding this 2016 season I believe the boat counts may have been down due to several of the lakes being listed as no wake zones for a period of time. There was great feedback from the community regarding the extra patrol which we were able to do because of this grant and we are very appreciative and grateful.

Respectfully,



Debra Exsted
Aitkin County Sheriff's Office
Boat & Water

Enclosures

AN EQUAL OPPORTUNITY EMPLOYER

AITKIN COUNTY SHERIFF'S OFFICE

2016 B&W OVERTIME HOURS

DATE	DEPUTY	HOURS	PAY	TOTAL	PERA 16.2%	Medicare 1.45%	Health 6.46/hr.	Life .033 / hr		
5/29/2016	Mathis #207	7.50	45.33	339.98	55.08	4.93	48.45	0.25		
5/30/2016	Novotny #210	12	45.33	543.96	88.12	7.89	77.52	0.40		
6/18/2016	Novotny #210	16.50	45.33	747.95	121.17	10.85	106.59	0.54		
6/18/2016	Cook #206	15.50	49.77	771.44	124.97	11.19	100.13	0.51		
6/24/2016	Mathis #207	8.25	45.33	373.97	60.58	5.42	53.30	0.27		
7/4/2016	Novotny #210	8.50	45.33	385.31	62.42	5.59	54.91	0.28		
7/4/2016	Asmus #208	2.00	39.23	78.46	12.71	1.14	12.92	0.07		
7/15/2016	Mathis #207	10.50	45.33	475.97	77.11	6.90	67.83	0.35		
7/16/2016	Novotny #210	9.00	45.33	407.97	66.09	5.92	58.14	0.30		
7/16/2016	Asmus #208	4.00	39.23	156.92	25.42	2.28	25.84	0.13		
8/27/2016	Novotny #210	12.50	45.33	566.63	91.79	8.22	80.75	0.41		
		106.25		\$4,848.53	\$785.46	\$70.30	\$686.38	\$3.51	=	\$6,394.18

Total Grant Amount: \$6,375.00

Reimbursement Request: \$6,375.00

**2016 Boat & Water
Overtime Activity (OT hours only Activity)**

Deputy	Date	Hours	Watercraft Observed	Watercraft Checked	PWC Observed	PWC Checked	Boat Citations	Boat Warnings	Verbal Warning	BWI	PWC Citations	PWC Warnings	Verbal Warning
Mathis #207	5/29/2016	7.5	105	10	10	3	0	3	0	0	0	2	0
Novotny #210	5/30/2016	12	95	20	8	0	0	0	1	0	0	0	0
Novotny #210	6/18/2016	16.5	85	7	10	3	0	5	0	1	1	4	0
Cook #206	6/18/2016	15.5											
Mathis #207	6/24/2016	8.25	21	14	0	0	0	0	1	0	0	0	0
Novotny #210	7/4/2016	8.5	40	26	12	7	0	5	0	0	0	2	0
Asmus #208	7/4/2016	2											
Mathis #207	7/15/2016	10.5	27	3	0	0	0	3	0	0	0	0	0
Novotny #210	7/16/2015	9	15	10	2	3	1	0	0	1	0	0	0
Asmus #208	7/16/2016	4											
Novotny #210	8/27/2016	12.5	30	8	0	0	1	0	0	1	0	0	0
Total:		106.25	418	98	42	16	2	16	2	3	1	8	0



2015 Federal Boating Safety Enforcement Log for Counties

Instructions: This form is to be completed by deputies for boating safety enforcement projects paid through supplemental federal boating safety grants. Complete one form for each day. Only one form needs to be completed for teams working the same project hours from the same boat. Route the completed form through your supervisor. Logs are to accompany all federal reimbursement invoices sent to the DNR Boat & Water Safety.

General Information			
County <i>Artkin</i>	Date Worked <i>5/29/16</i>	Time Worked <i>1400 to 2130</i>	Total Hours Worked <i>7 1/2</i>
Lakes or Rivers Patrolled <i>Big Sandy</i>			
Deputy Name (Reporting) <i>T. Mathis 207</i>	Deputy Name (Assisting)		Deputy Name (Assisting)

Observations			
Weather Conditions <i>Sunny & Windy</i>	Total No. Of Watercraft Observed		No. Of Watercraft Checked (Stopped)
	Boats <i>105</i>	PWC <i>10</i>	Boats <i>10</i> PWC <i>3</i>

Violations				
	Traditional Boats		Personal Watercraft or PWC	
	Citations/Summons	Written Warnings	Citations/Summons	Written Warnings
Registration		<i>1</i>		<i>2</i>
Wearable PFD				
Throwable PFD (Type IV)				
Child PFD Wear		<i>1</i>		
Navigation Lights				
Fire Extinguisher		<i>1</i>		
Horn / Whistle				
Slow-No Wake or Rules of the Road				
Careless / Reckless				
Age / Permit Violation				
BWI				
Other				

Aids & Assists

Comments
<i>Numerous boats observed. Verbal & written warnings issued. Answered questions about boating regulations. Handed out 9 AQ coupons</i>

Reporting Deputy's Signature <i>T. Mathis 207</i>	Assisting Deputy's Signature
Assisting Deputy's Signature	Supervisor's Signature



Instructions: This form is to be completed by deputies for boating safety enforcement projects paid through supplemental federal boating safety grants. Complete one form for each day. Only one form needs to be completed for teams working the same project hours from the same boat. Route the completed form through your supervisor. Logs are to accompany all federal reimbursement invoices sent to the DNR Boat & Water Safety.

General Information			
County <i>Aitkin</i>	Date Worked <i>5-30-16</i>	Time Worked <i>0800-2000</i>	Total Hours Worked <i>12</i>
Lakes or Rivers Patrolled <i>Round (Hazleton Twp) Big Pine, Mondak</i>			
Deputy Name (Reporting) <i>Novotny</i>	Deputy Name (Assisting) <i>—</i>	Deputy Name (Assisting) <i>—</i>	

Observations			
Weather Conditions <i>Sunny & Clear</i>	Total No. Of Watercraft Observed		No. Of Watercraft Checked (Stopped)
	Boats	PWC <i>8</i>	Boats <i>20</i> PWC <i>0</i>

	Traditional Boats		Personal Watercraft or PWC	
	Citations/Summons	Citations Warnings	Citations/Summons	Written Warnings
Registration	0	0		
Wearable PFD	0	1		
Throwable PFD (Type IV)	0	0		
Child PFD Wear	0	0		
Navigation Lights	0	0		
Fire Extinguisher	0	0		
Horn / Whistle	0	0		
Slow-No Wake or Rules of the Road	0	0		
Careless / Reckless	0	0		
Age / Permit Violation	0	0		
BWI	0	0		
Other	0	0		

Aids & Assists

Assisted 1 Pontoon with a Tow for a Dead Battery
Assisted 1 Swimmer with getting Back into the Boat

Comments

Reporting Deputy's Signature <i>[Signature]</i> 210	Assisting Deputy's Signature <i>—</i>
Assisting Deputy's Signature <i>—</i>	Supervisor's Signature <i>—</i>



Instructions: This form is to be completed by deputies for boating safety enforcement projects paid through supplemental federal boating safety grants. Complete one form for each day. Only one form needs to be completed for teams working the same project hours from the same boat. Route the completed form through your supervisor. Logs are to accompany all federal reimbursement invoices sent to the DNR Boat & Water Safety.

General Information			
County <i>Aitkin</i>	Date Worked <i>6-18-16</i>	Time Worked <i>1200-0430 (210)</i> <i>1200-0330 (206)</i>	Total Hours Worked <i>16.5 (210)</i> <i>15.5 (206)</i>
Lakes or Rivers Patrolled <i>Big Sandy</i>			
Deputy Name (Reporting) <i>Deputy Nowatny</i>	Deputy Name (Assisting) <i>DAN COOK</i>	Deputy Name (Assisting)	

Observations			
Weather Conditions <i>Sunny</i>	Total No. Of Watercraft Observed		No. Of Watercraft Checked (Stopped)
	Boats <i>85</i>	PWC <i>10</i>	Boats <i>7</i> PWC <i>3</i>

	Traditional Boats		Personal Watercraft or PWC	
	Citations/Summons	Written Warnings	Citations/Summons	Written Warnings
Registration				
Wearable PFD				
Throwable PFD (Type IV)				
Child PFD Wear				
Navigation Lights				
Fire Extinguisher				
Horn / Whistle				
Slow-No Wake or Rules of the Road				
Careless / Reckless		<i>3</i>		<i>2</i>
Age / Permit Violation				
BWI	<i>1</i>			
Other		<i>1</i>		<i>1</i>

Aids & Assists

Comments

<i>[Signature]</i> <i>210</i>	Assisting Deputy's Signature
<i>[Signature]</i> <i>#206</i>	Supervisor's Signature



Instructions: This form is to be completed by deputies for boating safety enforcement projects paid through supplemental federal boating safety grants. Complete one form for each day. Only one form needs to be completed for teams working the same project hours from the same boat. Route the completed form through your supervisor. Logs are to accompany all federal reimbursement invoices sent to the DNR Boat & Water Safety.

General Information			
County <i>Aitkin</i>	Date Worked <i>6-24-16</i>	Time Worked <i>0945 to 0945</i>	Total Hours Worked <i>12.5</i> <i>8.25</i>
Lakes or Rivers Patrolled <i>Big Sandy & Aitkin Lake</i>			
Deputy Name (Reporting) <i>Mathis 207</i>	Deputy Name (Assisting)		Deputy Name (Assisting)

Observations			
Weather Conditions	Total No. Of Watercraft Observed		No. Of Watercraft Checked (Stopped)
	Boats <i>21</i>	PWC	Boats <i>14</i> PWC

	Traditional Boats		Personal Watercraft or PWC	
	Citations/Summons	Written Warnings	Citations/Summons	Written Warnings
Registration				
Wearable PFD				
Throwable PFD (Type IV)				
Child PFD Wear				
Navigation Lights				
Fire Extinguisher				
Horn / Whistle				
Slow-No Wake or Rules of the Road				
Careless / Reckless				
Age / Permit Violation				
BWI				
Other				

Aids & Assists
<i>Verbal warnings: Child on front of motor boat unattended steering wheel, length of Kayak too close to raft.</i>

Comments

Reporting Deputy's Signature <i>Mathis 207</i>	Assisting Deputy's Signature
Assisting Deputy's Signature	Supervisor's Signature



2016 Federal Boating Safety Enforcement Log for Counties

Instructions: This form is to be completed by deputies for boating safety enforcement projects paid through supplemental federal boating safety grants. Complete one form for each day. Only one form needs to be completed for teams working the same project hours from the same boat. Route the completed form through your supervisor. Logs are to accompany all federal reimbursement invoices sent to the DNR Boat & Water Safety.

General Information			
County <i>Aitkin</i>	Date Worked <i>7-4-16</i>	Time Worked <i>1200 to 2030</i>	Total Hours Worked <i>208 (2) 210 (8 1/2)</i>
Lakes or Rivers Patrolled <i>Minnewawa & Horseshoe</i>			
Deputy Name (Reporting) <i>Novotny</i>	Deputy Name (Assisting) <i>ASmus</i>	Deputy Name (Assisting)	

Observations			
Weather Conditions <i>Sunny & Overcast</i>	Total No. Of Watercraft Observed		No. Of Watercraft Checked (Stopped)
	Boats <i>40</i>	PWC <i>12</i>	Boats <i>26</i> PWC <i>7</i>

	Violations			
	Traditional Boats		Personal Watercraft or PWC	
	Citations/Summons	Written Warnings	Citations/Summons	Written Warnings
Registration				
Wearable PFD		<i>3</i>		
Throwable PFD (Type IV)		<i>1</i>		
Child PFD Wear				
Navigation Lights				
Fire Extinguisher		<i>1</i>		
Horn / Whistle				
Slow-No Wake or Rules of the Road				<i>1</i>
Careless / Reckless				
Age / Permit Violation				
BWI				
Other				

Aids & Assists	

Comments	

Reporting Deputy's Signature <i>[Signature]</i>	<i>210 (8 1/2 hrs)</i>	Assisting Deputy's Signature
Assisting Deputy's Signature <i>[Signature]</i>	<i>208</i>	Supervisor's Signature <i>[Signature]</i>

215



Instructions: This form is to be completed by deputies for boating safety enforcement projects paid through supplemental federal boating safety grants. Complete one form for each day. Only one form needs to be completed for teams working the same project hours from the same boat. Route the completed form through your supervisor. Logs are to accompany all federal reimbursement invoices sent to the DNR Boat & Water Safety.

General Information			
County <i>Aitkin</i>	Date Worked <i>7/15/16</i>	Time Worked <i>1300p 2330</i>	Total Hours Worked <i>10.5</i>
Lakes or Rivers Patrolled <i>Cedar, Ripple Farm Island</i>			
Deputy Name (Reporting) <i>Mathis 207</i>	Deputy Name (Assisting)		Deputy Name (Assisting)

Observations		
Weather Conditions <i>Sun</i>	Total No. Of Watercraft Observed Boats <i>27</i> PWC	No. Of Watercraft Checked (Stopped) Boats PWC

	Violations			
	Traditional Boats		Personal Watercraft or PWC	
	Citations/Summons	Written Warnings	Citations/Summons	Written Warnings
Registration				
Wearable PFD				
Throwable PFD (Type IV)				
Child PFD Wear				
Navigation Lights				
Fire Extinguisher				
Horn / Whistle				
Slow-No Wake or Rules of the Road		<i>111</i>		
Careless / Reckless				
Age / Permit Violation				
BWI				
Other				

Aids & Assists

Comments
<i>Several ppl were unaware of 'no wake' designation due to not using public accessing</i>

Reporting Deputy's Signature <i>R Mathis 207</i>	Assisting Deputy's Signature
Assisting Deputy's Signature	Supervisor's Signature



Instructions: This form is to be completed by deputies for boating safety enforcement projects paid through supplemental federal boating safety grants. Complete one form for each day. Only one form needs to be completed for teams working the same project hours from the same boat. Route the completed form through your supervisor. Logs are to accompany all federal reimbursement invoices sent to the DNR Boat & Water Safety.

General Information			
County <i>Aitkin</i>	Date Worked <i>7-16-16</i>	Time Worked <i>1400 to 2300</i>	Total Hours Worked <i>210 (9) 208 (4)</i>
Lakes or Rivers Patrolled <i>Minneemawa & Cedar & Jam Lake</i>			
Deputy Name (Reporting) <i>Deputy Novotny</i>	Deputy Name (Assisting) <i>Deputy Asmus</i>	Deputy Name (Assisting)	

Observations			
Weather Conditions <i>Sunny</i>	Total No. Of Watercraft Observed		No. Of Watercraft Checked (Stopped)
	Boats <i>15</i>	PWC <i>2</i>	Boats <i>10</i> PWC <i>3</i>

	Violations			
	Traditional Boats		Personal Watercraft or PWC	
	Citations/Summons	Written Warnings	Citations/Summons	Written Warnings
Registration				
Wearable PFD				
Throwable PFD (Type IV)				
Child PFD Wear				
Navigation Lights				
Fire Extinguisher				
Horn / Whistle				
Slow-No Wake or Rules of the Road				
Careless / Reckless				
Age / Permit Violation				
BWI			<i>1</i>	
Other				

Aids & Assists	

Comments
<i>I didn't have my marking Boat. Verbal 8 no wake, 3 Life Jacket, 1 Fire Ext., 1 Lighting</i>

<i>[Signature]</i> Reporting Deputy's Signature	<i>210 9 hours</i>	Assisting Deputy's Signature
Assisting Deputy's Signature	<i>[Signature]</i>	Supervisor's Signature

4 hrs

High water / No wake status



Instructions: This form is to be completed by deputies for boating safety enforcement projects paid through supplemental federal boating safety grants. Complete one form for each day. Only one form needs to be completed for teams working the same project hours from the same boat. Route the completed form through your supervisor. Logs are to accompany all federal reimbursement invoices sent to the DNR Boat & Water Safety.

General Information			
County <i>Aitkin</i>	Date Worked <i>8-27-16</i>	Time Worked <i>1130 to 0000</i>	Total Hours Worked <i>12 1/2</i>
Lakes or Rivers Patrolled <i>Farm Island & Big Sandy</i>			
Deputy Name (Reporting) <i>Deputy Novotny</i>	Deputy Name (Assisting)	Deputy Name (Assisting)	

Observations			
Weather Conditions <i>overcast</i>	Total No. Of Watercraft Observed		No. Of Watercraft Checked (Stopped)
	Boats <i>30</i>	PWC <i>0</i>	Boats <i>8</i> PWC <i>0</i>

	Traditional Boats		Personal Watercraft or PWC	
	Citations/Summons	Written Warnings	Citations/Summons	Written Warnings
Registration				
Wearable PFD				
Throwable PFD (Type IV)				
Child PFD Wear				
Navigation Lights				
Fire Extinguisher				<i>1</i>
Horn / Whistle				
Slow-No Wake or Rules of the Road				
Careless / Reckless				
Age / Permit Violation				
BWI	<i>1</i>			
Other				

Aids & Assist	

Comments	

Reporting Deputy's Signature <i>[Signature]</i>	Assisting Deputy's Signature
Assisting Deputy's Signature	Supervisor's Signature