



Board of County Commissioners Agenda Request

25
Agenda Item #

Requested Meeting Date: June 13, 2017

Title of Item: Approve Blandin Broadband Community Grant

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

Submitted by: Ross Wagner	Department: Economic Development & Forest Ind
-------------------------------------	---

Presenter (Name and Title): Ross Wagner, Economic Development & Forest Industry Coordinator	Estimated Time Needed: Consent
---	--

Summary of Issue:
Request is to approve Grant Agreement for Award I-2017-07566 between Aitkin County and the Blandin Foundation. This grant is for the Iron Range Broadband Community program through the Blandin Foundation and will fund Conference Centers in Aitkin, McGregor and Hill City as well as an Aitkin County landing Page and Wifi for Hill City and Palisade. Previously, the board approved the application to become a Broadband Community and to be the fiscal agent. This contract is the cumulation of those efforts. There will be one more round of grants so hopefully we will be going through this again in December.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Approve contract

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:*
Funds are a grant from the Blandin Foundation, In-Kind and matching funds are from other organizations.

Aitkin County

Grant #: I-2017-07566

Grant Amount: 54,090

	BUDGET			ACTUAL			ACTUAL		
	Proposed Budget MM/DD/YYYY to MM/DD/YYYY			Current Reporting Period MM/DD/YYYY to MM/DD/YYYY			Grant to Date MM/DD/YYYY to MM/DD/YYYY		
	Blandin Found.	Other	TOTAL	Blandin Found.	Other	TOTAL	Blandin Found.	Other	TOTAL
REVENUES:									
Blandin Foundation	54,090		54,090						
Other Foundations Corporations									
Government	2,000		2,000						
Individual Donors									
Fees/Earned Income									
Fund Raising Events									
In Kind Volunteer	23,029		23,029						
Other In Kind									
Other									
TOTAL REVENUES:	\$ 79,119		\$ 79,119						
EXPENSES:									
Personnel and Benefits									
Operating Expense									
Office Supplies									
Insurance									
Travel									
Meeting									
Space									
Other									
Other									
Other Program Expense	69,119		69,119						
Professional Services	10,000		10,000						
In Kind Personnel									
Other In Kind									
TOTAL EXPENSES:	\$ 79,119		\$ 79,119						

NAME OF PREPARER & TELEPHONE #: Ross Wagner, 218-927-7305

APPROVED BY:

FOOTNOTES: (Explanation of variances)

May 18, 2017

Jessica Seibert
Aitkin County
209 2nd Street NW Room 131
Aitkin, MN 56431

Re: Award of Grant I-2017-07566

Dear Jessica:

I am pleased to inform you that a grant of \$54,090 has been approved by the Blandin Foundation to Aitkin County to implement broadband projects in Aitkin County that promote access, adoption and use of broadband technology as part of the Broadband Program in rural Minnesota.

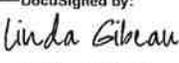
Please review this Grant Agreement for the specific terms and/or conditions of this grant. If you agree, please follow the instructions provided to electronically sign your Grant Agreement and submit to the Blandin Foundation. A copy will automatically be sent to you after signing. Please retain a copy of the Grant Agreement for your files. If you have questions about any part of this agreement, feel free to contact me or anyone else on our grants team at 218-326-0523.

The release of grant funds, in accordance with the schedule stated in the agreement, is contingent on the timely return of this signed Grant Agreement and the completed Grant Budget Worksheet. Both of these documents should be returned to the Blandin Foundation within 30 days of the date specified on the Grant Agreement.

You will notice that the date of October 1, 2017, is inserted in the Grant Agreement for you to submit a report about the outcomes of this grant. Please let me know if this date is reasonable given other commitments you may have at that time. In addition to our interest in your work, reporting is increasingly important for the Foundation's annual audit and we appreciate your help with this portion of fulfilling the conditions of the grant.

On behalf of the Board of Trustees of the Blandin Foundation, I would like to congratulate you on receiving this award. We are pleased to be a part of this effort and look forward to hearing from you as progress is made towards achieving your goals.

Sincerely,

DocuSigned by:

509AF50A68554E0...
Linda Gibeau
Program Officer

c: Ross Wagner
File

**Blandin Foundation
Grant Agreement**

This Agreement, made and executed this 18th day of May 2017, by and between the Blandin Foundation (hereinafter referred to as "Foundation") and Aitkin County (hereinafter referred to as "Grantee").

The Foundation agrees to make the following grant, and Grantee agrees to accept such grant, in accordance with the terms and provisions hereinafter set forth.

- I. PURPOSE AND TERMS OF THE GRANT.** The grant shall be used solely for the purposes described in the grant application submitted by Grantee and reviewed and approved by the Blandin Foundation. Grantee shall perform its obligations under this Agreement and expend grant funds in accordance with the Grant Budget Worksheet. **Both of these documents must be completed and returned to the Blandin Foundation before grant funds are disbursed.**
- II. GRANT AMOUNT AND PERIOD.** The maximum amount the Foundation will disburse under this Agreement is \$54,090. Grantee shall perform this grant for the period May 11, 2017 - September 30, 2017. Disbursements under the grant are subject to compliance with the conditions of this Agreement.
- III. USE OF GRANT FUNDS.** The grant (and all income earned upon investment of the grant, hereinafter together referred to as the "grant funds") shall be used exclusively for the purposes specified herein and approved by the Foundation. The following conditions apply:
- (A) Grantee has ratified and affirmed that it is an organization that is both exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (IRC) or a unit of government and classified as a *nonprivate* foundation under IRC Sections 509(a)(1), (2) or (3).
 - (B) Grantee will utilize the grant funds only for charitable and/or educational activities consistent with its tax-exempt or government status described above.
 - (C) Grantee agrees that it will not intervene in any campaign for elective public office, or support or oppose any political party, by expenditure of any resource (including volunteered labor) or in any other way. Grantee also agrees that it will not undertake propaganda or attempt to influence legislation outside the limits of IRC Section 501(c)(3) or more specifically, if applicable, IRC Sections 501(h) and 4911.
 - (D) The grant has not been earmarked to support or carry on any lobbying. If the grant is restricted to a specific project, grantee has submitted a budget for the entire project's operation and affirms that the project's budget accurately reflects Grantee's intentions to expend at least the amount of this grant on the non-lobbying portion of the project.

- (E) Grantee will inform the Foundation immediately of any change in, or IRS proposal to revoke (whether or not appealed), its tax-exempt status or its nonprivate foundation classification.
- (F) This grant is not earmarked for transmittal to any other entity or person, even if Grantee's proposal or other correspondence expresses intentions to remit expenditures to third parties. Grantee accepts and will discharge full control of the grant and its disposition and responsibility for complying with this Agreement's terms and conditions.

IV. DISBURSEMENT OF GRANT FUNDS. The Foundation shall disburse grant funds as follows, provided that the Foundation reserves the right to delay or withhold a scheduled disbursement if progress or reporting on the project is not satisfactory or the project requires less funding than originally budgeted, as determined in accordance with the interim monitoring report(s) and final report submitted by Grantee in accordance with Term V. Satisfactory progress will be determined at the sole discretion of the Foundation, and will be assessed as progress toward stated goals within the project timeline and receipt of timely progress and financial reports. Unsatisfactory progress will be communicated to the Grantee and a plan for addressing any deficiencies in progress will be negotiated between the Foundation and the Grantee.

Upon receipt of the signed grant agreement and a completed grant budget worksheet, this grant will be scheduled to be paid out on or about:

June 22, 2017 \$54,090

Grant funds will be transferred electronically. Grantee agrees to complete a Request for Wire Transfer of Funds form provided by the Foundation with the transmittal of this Agreement.

Grantee will be requested to return any unexpended grant funds to the Foundation at the close of the grant period, unless other arrangements have been made with the Foundation.

V. REPORTING REQUIREMENTS - MAINTENANCE OF RECORDS. The Foundation will evaluate the success of the Grantee's activities on the basis of the goals that were outlined in the grant application and on a number of specific indicators the Foundation is tracking on its grants. We understand the general goals of the grant to be:

- 100% of homes and businesses have access to a broadband network at the speed guidelines established by the State of Minnesota Office of Broadband.

In addition, the Blandin Foundation has instituted an impact assessment system under which all grantees are asked to report on a set of specific impact indicators. Please review the attached report narrative guidelines to familiarize yourself with the type of information that you should be documenting during the course of implementing the grant. For this assessment system to be effective, it is very important that grantees organize their monitoring reports using the same format as the monitoring report guidelines.

Grantee shall provide to the Foundation reports relating to this grant pursuant to guidelines and formats in effect at the time the report is due (these reporting requirements and formats may be changed from time to time by the Foundation at its discretion). To assist you in your evaluation work and reports to the Foundation on the progress that is being made on the grant's goals and overall to the end of accomplishing the grant's purposes, please refer to the enclosed instructions for completion of the Narrative and Grant Revenue and Expense Worksheet. The schedule upon which reports will be due is as follows:

Final Report: November 1, 2017

In addition to submitting the final narrative and financial reports, Grantee shall share the results of the feasibility study with the Foundation. The Grantee may withhold proprietary information from the version of the report shared with the Foundation, as long as the general findings of the study are included.

Documentation. The Grantee agrees to maintain records consistent with generally accepted accounting principles to account for the funds received under this grant and to identify how they have been expended. Grantee agrees to maintain documentation of expenditures and activities at its own expense and at its own offices for a period of no less than six years after the expiration of the grant period. Grantee agrees to make records of such documentation available to the Foundation at reasonable times upon the Foundation's request.

Audit. If the Grantee has an independent opinion provided on its financial statements (i.e., an "audit") for any period in which it has received grant funds or made disbursements therefrom, Grantee agrees to provide a copy of those audited financial statements within two weeks of the acceptance of the audit by the Grantee's Board of Directors.

- VI. PUBLICITY.** To help the public gain awareness, both of this project and the Blandin Foundation's work, we request that you recognize the Foundation's contribution, where appropriate, on signage, brochures, web site or publicity you generate about your project. Please contact the Blandin Foundation's communications staff at 218-326-0523 for questions about developing public awareness of your grant or to obtain logos as you may need them.

In addition, the Blandin Foundation regularly communicates with its many stakeholders and audiences about its grant activities. As part of this effort, Foundation staff may wish to obtain additional information about and/or photograph/videotape various aspects of your project for use in Foundation communications tools. These may include the Foundation Web site, public reports including the annual report, news releases, brochures or other printed materials and board tours. Foundation staff would contact and coordinate with the key contact listed on the grant application to make arrangements.

- VII. WITHHOLDING OF FUNDS - TERMINATION.** This Agreement may be terminated at any time by either party in writing. Any use by the Grantee of the grant proceeds for any purpose other than as specified herein will terminate the Foundation's obligation to make further payments under this Agreement. In addition, the Foundation may, at its sole option, terminate this Agreement at any time if:

- I. Grantee receives notice of any proposed revocation of Grantee's tax-exempt status or reclassification to other than *nonprivate* foundation status by the Internal Revenue Service or if Grantee loses status as an organization in good standing with any State authority.
 - II. In the Foundation's judgment, Grantee becomes unable to carry out the purposes of the grant, ceases to be an appropriate means of accomplishing the purposes of the grant, or fails to comply with conditions in this Agreement.
 - III. The Foundation reserves the right as to any moneys not yet paid under this Agreement, to withhold payment if the Grantee fails to submit to it any report or reports required hereunder. Said withheld payment or payments may be later released, but only at the discretion of the Foundation. Upon final termination of this Agreement, the Grantee shall promptly, upon the request of the Foundation, repay to the Foundation all expected grant funds, and the Grantee shall not be entitled to any further funds under this grant.
- VIII. NON-WAIVER BY CONDUCT.** The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Agreement. The waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. No part of this Agreement may be waived except by the further written agreement of the parties.
- IX. GOVERNING LAW AND VENUE; AMENDMENTS; ENTIRE AGREEMENT.** This Agreement and any executed amendments hereto shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in a court of competent jurisdiction in Itasca County. This Agreement and Grantee's performance hereunder may only be amended in writing and are only effective if signed by both parties. This Agreement, with any executed amendments, constitutes the entire agreement between the parties with regard to the matters set forth herein.
- X. COPYRIGHTS, PATENTS.** If it is anticipated that intellectual property issues will result from this grant, specific understandings should be negotiated as part of this grant agreement. Unless otherwise agreed, intellectual property rights resulting from the grant may be copyrighted by grantee subject to the right of first refusal to copyright such materials by the Blandin Foundation.
- XI. PROPERTY RIGHTS.** In regard to personal and real property acquired with grant proceeds, it is expected that in the event of a grantee ceasing to use such property for the purposes outlined in the grant agreement, that such property or the proceeds from sale or lease of said property be directed to a consistent charitable purpose in the same geographic area.

I-2017-07566

AITKIN COUNTY

BLANDIN FOUNDATION

Signature of Officer

DocuSigned by:
Linda Gibeau
509AF50A68554E0

Linda Gibeau, Program Officer

Title

In order to expedite the processing of grant funds and to conform with the internal auditing controls of your organization, would you please designate the person responsible for processing grant funds. All grant payments will be forwarded to his/her attention:

Name: _____

Title: _____

Mailing Address: _____

Telephone: () _____ - _____

E-mail address _____

**BLANDIN FOUNDATION
Monitoring Report Guidelines**

Please provide brief answers to the questions below, keeping your report to no more than 4 pages. If you would like further clarification please feel free to contact Linda Gibeau or Sonja Merrild of the Foundation staff at (877) 882-2257.

1. Grant Goals and Outcomes

Please restate the goals outlined in your grant agreement.

Please tell us what happened as a result of this grant?

How did your organization include the voices and perspectives of the population it seeks to serve (advisory boards, board membership, staff role, or other methods)?

2. Lessons Learned:

- a. What lessons learned have you drawn from this effort?
- b. Have you made significant revisions to your goals as a consequence?
- c. If you were to do things over, what would you do differently?
- d. Is there anything else you would like the Foundation to be aware of?

3. What resources were leveraged from sources other than the Blandin Foundation?

Monetary Contributions:

In-kind:

Volunteer Hours

Space

Equipment and material

Other (Describe and value)

In order to expedite the processing of grant funds and to conform with the internal auditing controls of your organization, would you please designate the person responsible for processing grant funds. All grant payments will be forwarded to his/her attention:

Name: _____

Title: _____

Mailing Address: _____

Telephone: () _____ - _____

E-mail address _____