



Board of County Commissioners Agenda Request



Requested Meeting Date: 11/28/2023

Title of Item: Off Highway Vehicle Safety Grant 7/1/2023-6/30/2025

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input 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: Daniel G. Guida, Sheriff		Department: Aitkin County Sheriff's Office
Presenter (Name and Title): N/A		Estimated Time Needed:
Summary of Issue: Approve annual Off Highway Vehicle Safety Grant for July 1, 2023 through June 30, 2025. The total amount is \$24,560.00.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Request Board Chair and County Administrator to sign agreement and return with signed resolution		
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 <i>Please Explain:</i>		

Legally binding agreements must have County Attorney approval prior to submission.

Encumbrance Form

GENERAL INFORMATION:

Requestor:	Chuck Niska
Description:	Off Highway Vehicle Safety Grant

CONTRACT INFORMATION:

dguida@co.aitkin.mn.us

Total Contract Amount:	\$ 24,560.00
Effective Date:	July 1, 2023
Expiration Date:	June 30, 2025
Vendor Name:	Aitkin County Sheriff's Office
Vendor Address:	210 First Street NW, Aitkin MN 56431
REMIT TO:	307 2ND ST NW #119, AITKIN, MN 56431
Vendor #	0000197275
Contract #:	238528
PO #:	FY2024: 3-242414 FY2025:

FUNDING INFORMATION:

Fiscal Year	Speedchart	Fund	FinDeptID	AppropID	Account	CC1	CC2	Amount
2024		2102	R2937714	R297401	441302	27842		\$ 280.00
2024		2103	R2937714	R297402	441302	27842		\$ 11,000.00
2024		2104	R2937714	R297403	441302	27842		\$ 1,000.00
2025		2102	R2937714	R297401	441302	27842		\$ 280.00
2025		2103	R2937714	R297402	441302	27842		\$ 11,000.00
2025		2104	R2937714	R297403	441302	27842		\$ 1,000.00
INCOMING GRANTS OR PROJECT COSTING (IF APPLICABLE)		PC Bus Unit	Project	Activity	Source Type	Category	Sub Category	
Line 1						84101501		\$ 12,280.00
Line 2								
Line 3								
Line 4								
Line 5								
Line 6								
Line 7								

**STATE OF MINNESOTA
OFF HIGHWAY VEHICLE GRANT CONTRACT**

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Aitkin County Sheriff's Office, 210 First Street NW, Aitkin MN 56431 ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.026, 84.794, 84.803, and 84.927, the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.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, 2023. As per Statute 84.026 Subd. 4, work may begin prior to execution. Per Minn. §Stat. 16B.98 Subd. 7, no payments will be made to the Grantee until this contract is fully executed.

1.2 Expiration date:

June 30, 2025 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.

1.4 Incur Expenses.

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2023, whichever is later, are eligible for reimbursement unless otherwise provided in under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f).

2 Grantee's Duties

The Grantee, who is not a state employee, will:

- Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1).

The Grantee will be reimbursed once annually, for only eligible **Off Highway Vehicle (OHV/ATV) Safety Grant** activities, including one or more of the following:

- Grantee staff time to participate in OHV/ATV activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any OHV related law, rule or regulation is **MANDATORY**.
- Purchase of ATV's for use in patrolling;
- ATV maintenance, fuel and enforcement related costs;

- Trailers, trailer maintenance and repair (**not** costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated **SOLELY** to Off Highway Vehicle Enforcement work.
- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

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 services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be reimbursed up to \$ 12,280.00 in state fiscal year 2024, for expenses incurred between July 1, 2023 and June 30, 2024, and \$ 12,280.00 in state fiscal year 2025, for expenses incurred between July 1, 2024, and June 30, 2025, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$ 24,560.00**.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2024 must be submitted **before June 30, 2025**.

Invoices for state fiscal year 2025 must be submitted **before June 30, 2026**.

Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

5 Conditions of Payment

All services provided by the Grantee under this grant 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.

Eligible reimbursement costs may not exceed **\$ 12,280.00** prior to July 1, 2024.

Eligible reimbursement costs may not exceed **\$ 12,280.00** prior to July 1, 2025.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us, 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 on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Daniel Guida, 210 First Street NW, Aitkin MN 56431, 218.927.7400, dguida@co.aitkin.mn.us. 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 Minn. Stat. § 16B.98, Subd. 8, a grant agreement made by an executive agency must include an audit clause that provides that the books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the commissioner, the granting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. If a grant agreement does not include an express audit clause, the audit authority under this subdivision is implied.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant 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 Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant 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. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

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 payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.3 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.

14.4 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.

14.5 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

15 Non-Discrimination

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
- (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- (c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- (d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities;
- (e) Any other applicable non-discrimination law(s).

16 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.³

1. STATE ENCUMBRANCE VERIFICATION

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

Pamela D.

Digitally signed by Pamela D. Brisson

Signed: Brisson

Date: 2023.10.27.11:15:58 -05'00'

Date: 10/27/2023

SWIFT Contract/PO No(s): 238528 / 3-242414

2. GRANTEE

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

By: 

Title: Sheriff

Date: 15 NOV 2023

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: **Rodmen Smith**

Digitally signed by Rodmen Smith
Date: 2023.11.16 13:40:49 -06'00'

(with delegated authority)

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

By Commissioner: xx

20231128-xxx

Off-Highway Vehicle Safety Enforcement Grant Fiscal Years 2024-2025

BE IT RESOLVED, that the Aitkin County Board of Commissioners approve the Fiscal Years 2024-2025 Off-Highway Vehicle Safety Enforcement 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 \$24,560.00, for the term of July 1, 2023 through June 30, 2025.

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, Jessica Seibert, 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 28th day of November 2023, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 28th day of November, 2023.

Jessica Seibert
County Administrator