

Nicollet County Board of Commissioners Meeting



June 8, 2021

Nicollet County Government Center 501 South Minnesota Avenue, St. Peter, MN 56082

Commissioners – Terry Morrow, Chair; Jack Kolars; Marie Dranttel; Denny Kemp; John Luepke

NOTICE REGARDING NICOLLET COUNTY BOARD OF COMMISSIONERS MEETING AND DRAINAGE AUTHORITY MEETING

JUNE 8, 2021

9:00 A.M.

**NICOLLET COUNTY GOVERNMENT CENTER BOARD ROOM
501 SOUTH MINNESOTA AVENUE
ST. PETER, MN**

Due to the COVID-19 (coronavirus) pandemic and resulting state and federal emergency declarations and guidance about limiting unnecessary person-to-person contact, the June 8, 2021 Nicollet County Board meeting and Drainage Authority meeting will be conducted under Minnesota Statute 13D.021 – Meetings by Telephone or Other Electronic Means. County Board and Drainage Authority members will participate by telephone or other electronic means.

How members of the public can participate in the meeting:

Join Zoom Meeting

<https://us02web.zoom.us/j/87218491738?pwd=ZjNDait4cm92ZTJGYmExdmpZZGhYdz09>

Meeting ID: 872 1849 1738

Passcode: 605876

Mobile

+16465588656,,87218491738#,,,,*605876# US (New York)

+13017158592,,87218491738#,,,,*605876# US (Washington DC)

The meeting can also be viewed at www.co.nicollet.mn.us/642/County-Board-Meeting-Videos. A copy of the meeting agenda and packet is available at www.co.nicollet.mn.us/AgendaCenter/Board-of-Commissioners-3.

Questions or comments regarding agenda items and viewing or listening to the meeting can be directed to Mandy Landkamer, Interim County Administrator, at 507-934-7204 or mandy.landkamer@co.nicollet.mn.us.

Vision Statement

Setting the standard for providing superior and efficient county government services through leadership, accountability and innovation to a growing and diverse society.

**Leadership. Efficiency. Accountability.
Innovation. Integrity.**

Mission Statement

Providing efficient services with innovation and accountability

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9:00 a.m. Call Board of Commissioners Meeting to Order: Chair Morrow

1. Flag Pledge
2. Silence Your Cell Phones and Mute Microphones
3. Meeting Notice – MN Statute 13D.021
4. Approval of Agenda

Consent Agenda

1. [Approval of May 25, 2021 Board Minutes](#)
2. [2021 State of Minnesota DNR Boat and Water Safety Grant](#)
3. [Fraud Prevention Investigation \(FPI\) Grant Renewal](#)
4. Approval of Bills

Public Appearances

9:05 a.m. Public Works

1. [Consider Geotechnical/Hydraulic Engineering Proposal for CSAH 23 Ravine Erosion](#)

9:25 a.m. Administration

1. [David Drown Associates Company Presentation](#)
2. [American Rescue Plan Committee](#)

9:45 a.m. County Attorney Update

Chair's Report

Commissioner Committee Reports

Commissioners Meetings & Conferences

Approve Per Diems and Expenses

Adjourn Board of Commissioners Meeting

9:50 a.m. Call Drainage Authority Meeting to Order: Chair Morrow
Drainage Authority Agenda Items

1. Consent Agenda
 - a. [Approval of May 25, 2021 Drainage Authority Minutes](#)

Adjourn Drainage Authority Meeting

Continued...

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Notice of Scheduled Meetings

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners. Meetings with a quorum of Nicollet County Board of Commissioners expected to attend is noted with an asterisk (*).

NOTICE REGARDING NICOLLET COUNTY MEETINGS DURING THE COVID-19 PANDEMIC
Due to the COVID-19 (coronavirus) pandemic and resulting state and federal emergency declarations, these and future Nicollet County meetings will be conducted under Minnesota Statute 13D.021 – Meetings by Telephone or Other Electronic Means.

Questions or comments regarding any Nicollet County meeting and requests to participate in any meeting can be directed to Mandy Landkamer, Nicollet County Interim Administrator, at 507-934-7204 or mandy.landkamer@co.nicollet.mn.us.

June 3 – Highway 169 Coalition Meeting
June 7 – Mankato Rehabilitation Center
June 8 – County Board of Commissioners Meeting, 9 a.m., Virtual Meeting*
June 8 – County Drainage Authority Meeting, 9 a.m., Virtual Meeting*
June 14 – Board of Appeals and Equalization Meeting, 7 p.m., Nicollet County Board Room, St. Peter*
June 15 – Individual Department Head Meeting with Health and Human Services, 8:15 a.m., Virtual Meeting*
June 15 – County Board Workshop, 9:30 a.m., Virtual Meeting*
June 16 – Region 9 Development Commission, Full Commission Meeting
June 21 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m., Nicollet County Board Room, St. Peter*
June 22 – County Board of Commissioners Meeting, 9 a.m., Virtual Meeting*
June 22 – County Drainage Authority Meeting, 9 a.m., Virtual Meeting*
June 24 – BNCHB Executive Committee Meeting, 8:15 a.m., Virtual Meeting

July 1 – Highway 169 Coalition Meeting
July 5 – Mankato Rehabilitation Center
July 13 – County Board of Commissioners Meeting, 9 a.m., Virtual Meeting*
July 13 – County Drainage Authority Meeting, 9 a.m., Virtual Meeting*
July 14 – SWCD Board Meeting, 8:30 a.m.
July 19 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m., Nicollet County Board Room, St. Peter*
July 20 – Individual Department Head Meeting with Human Resources, 8:15 a.m., Virtual Meeting*
July 20 – County Board Workshop, 9:30 a.m., Virtual Meeting*
July 27 – County Board of Commissioners Meeting, 9 a.m., Virtual Meeting*
July 27 – County Drainage Authority Meeting, 9 a.m., Virtual Meeting*

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OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS FOR
NICOLLET COUNTY, MINNESOTA
MAY 25, 2021

The Nicollet County Board of Commissioners met in regular session on Tuesday, May 25, 2021, at 9:02 a.m. Commissioners Terry Morrow, Denny Kemp, Jack Kolars, Marie Dranttel, and John Luepke were present. Also present were Interim County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Abigail Lewis.

The meeting was held via teleconference pursuant to Minnesota Statute 13D.021 due to the coronavirus pandemic. Zoom meeting technology was used to conduct the meeting. Chair Morrow, Interim County Administrator Mandy Landkamer and Recording Secretary Lewis were in attendance at the County Board Room. All others participated via Zoom. The meeting was also video recorded.

Approval of Agenda

Motion by Commissioner Luepke and seconded by Commissioner Kemp to approve the agenda. Motion carried with all voting in favor on a roll call vote.

Consent Agenda

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the consent agenda items as follows: May 11, 2021 Board Meeting minutes, Nicollet County Community Corrections Advisory Board Resolution/By-Laws, Laundry service contract with MINNCOR, Out of State Travel Request for DTF Agent, Renewal of Liquor/Tobacco License, and approval of the Commissioner Warrants as presented for the following amounts: General Revenue Fund - \$143,760.23, Road & Bridge Fund - \$23,819.86, Human Services Fund - \$201,053.14 and acknowledge review of the Auditor's Warrants. Motion carried with all voting in favor on a roll call vote.

Public Appearances

State Representative, Susan Akland, made an appearance to introduce herself to the Board and those in attendance.

Finance

Motion by Commissioner Luepke and seconded by Commissioner Kemp to approve the Negative Drainage System Fund Balance Transfer as read into record by Finance Director Heather McCormick. Motion carried with all voting in favor on a roll call vote.

Public Works

Motion by Commissioner Kemp and seconded by Commissioner Kolars to approve the ROW Acquisition Resolution for Project SP 052-615-025 as read into record by Public Works Director, Seth Greenwood, with amendment to correct Trunk Highway (TH) 15 to TH 111. Motion carried with all voting in favor on a roll call vote.

Motion by Commissioner Kolars and seconded by Commissioner Kemp to approve MnDOT Detour Agreement No. 1046838. Motion carried with all voting in favor on a roll call vote.

Property Services

Property and Public Services Director, Mandy Landkamer, appeared before the Board to request approval on four items from the May 17, 2021 Planning and Zoning Advisory Meeting.

- 1.) Nick Peters/Peters Family, LLLP – Establish a 650 animal unit swine. There was no public comment or testimony.

Motion by Commissioner Dranttel and seconded by Commissioner Luepke to accept the Planning and Zoning Advisory Commission's May 17, 2021 report, recommendations and findings as submitted therein, which included the following:

| | | |
|------------------------------------|----------|--|
| Nick Peters/Peters Family, LLLP | PLN21-20 | Establish a 650 animal unit swine feedlot |
|------------------------------------|----------|--|

Motion carried with all voting in favor on a roll call vote.

Administration

Motion by Commissioner Luepke and seconded by Commissioner Kemp to approve the Resolution Re-Appointing Nathan Tish as Veterans Service Officer. Motion carried with all voting in favor on a roll call vote.

Motion by Commissioner Kolars and seconded by Commissioner Kemp to approve option one for the remodel and addition of the North Mankato Health and Human Services Construction Proposal. Motion carried with all voting in favor on a roll call vote.

Motion by Commissioner Kemp and seconded by Commissioner Kolars to approve the Critical Position Review Request to move the part-time (24 hours) Probation Agent position to a full-time (40 hours) Probation Agent position in conjunction with the transition to Community Corrections effective July 1, 2021. Motion carried with all voting in favor on a roll call vote.

County Attorney

Attended the Power Up Clubhouse picnic last Thursday, and thanked Director Sassenberg and her teams for bringing awareness to mental health issues, especially during the pandemic.

Directors provided updates on their respective departments.

Commissioner Committee Reports

The Commissioners reported on various meetings and activities including:

Chair Morrow

- Board Workshop
- Department Head Meeting

Commissioner Marie Dranttel

- Board Workshop
- Planning and Zoning Meeting
- Broadband Meeting
- Union Negotiations
- Region 9 Revolving Loan Committee
- Region 9 Board of Directors
- Tri-County Solid Waste

Commissioner Denny Kemp

- Board Workshop
- SCEB Finance Committee
- Brown Nicolet SHIP Committee
- Collective Joint Powers Board Meeting
- Department Head Meeting

Commissioner Jack Kolars

- REDA
- Labor Negotiations
- Immtrack
- Minnesota Valley Action Council
- Board Workshop
- GMG
- Traverse des Sioux
- Diversity Council

Commissioner John Luepke

- Board Workshop
- AMC Legislative Update
- Rural Minnesota Energy Board

Approve Per Diems and Expenses

Motion by Commissioner Kemp and seconded by Commissioner Luepke to approve the expenses and per diems for the meetings noted above during the Commissioner Reports and/or as submitted on approved expense reports, and authorize payment of those expenses and per diems by the Finance Office. Motion carried with all voting in favor on a roll call vote.

Adjourn

Motion by Commission Luepke and seconded by Commissioner Kemp to adjourn the meeting. Motion carried with all voting in favor on a roll call vote. The meeting adjourned at 10:02 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

JACI KOPET
CLERK TO THE BOARD

Nicollet County Board of Commissioners
Board Meeting Agenda Item



| | | |
|--|--|--|
| Agenda Item: | | |
| 2021 State of Minnesota DNR Boat and Water Safety Grant | | |
| Primary Originating Division/Dept.: Sheriff's Office | Meeting Date: 06-08-21 | |
| Contact: Dave Lange Title: Sheriff | Item Type: Consent Agenda (Select One) | |
| Amount of Time Requested minutes | | |
| Presenter: David Lange Title: Sheriff | Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No | |
| County Strategy: Financial Security - prudent use of taxpayer resources (Select One) | | |
| BACKGROUND/JUSTIFICATION: <p>Annual DNR Boat and Water Safety Grant with the Minnesota DNR for county boat and water safety activities. This would be reimbursement for any of those activities or expenses as well.</p> | | |
| Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None | | |
| Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No | | |
| If "yes", when? (provide year; mm/dd/yy if known) | | |
| Approved by County Attorney's Office: <input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> N/A | | |
| ACTION REQUESTED: Approval of agreement with the signature of Board chair | | |
| FISCAL IMPACT: Included in current budget (Select One) If "Other", specify | FUNDING County Dollars = Grant 1710.00 (Select One) Total | |
| FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: | | |



2021 State Boat & Water Safety Grant Instructions

RETURN DEADLINE: Wednesday, June 16, 2021

NOTE -- IMPORTANT -- NEW PROCEDURE FOR ALL BOAT GRANTS THIS YEAR

Funding information is added to your paperwork and into our financial system after you return all signed paperwork and we final approve it. All required paperwork is needed by June 16, 2021 to ensure your funding is entered into our financial system by June 30, 2021 – the end of our fiscal year.

Boat and Water Safety Agreement – Obtain required county signature(s). Electronic signatures are allowable.

Exhibit A (2021 Spending Plan) - Complete the form on the computer and sign the form. The total in the "state" column must add up to the amount listed on the agreement. Fill in the "county" column if you get non-state funds directly from the county.

Exhibit B - Allowable Expenditures & Reporting Requirements - It should be used as a reference when completing the budget form. Read it carefully and note reporting requirements.

Conflict of Interest Form – Review, check appropriate box and sign the form.

Send items as one document in the following order:

1. Grant contract - signed
2. Exhibit A – budget proposal / fill out & sign
3. Exhibit B
4. Conflict of interest form – box checked & signed

Send required/completed paperwork to Adam Block adam.block@state.mn.us.

When the state boat grant agreement is fully executed, the Grantee may claim reimbursement for 2021 state boat grant expenditures incurred back to the effective date (January 1, 2021). Note the start date for federal boat grants is the final DNR approval signature date.

Grants not received by June 16, 2021 are subject to cancellation.

If you have questions, please contact Adam Block.



**2021 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract#

PO#

State Accounting Information:

| | | | | |
|-------------------------|-----------------------------|--------------------------------|----------------------|---------------------------------|
| Dept. ID R29 | PC Bus. Unit R2901 | Fiscal Year 2021 | Source Type State | Vendor Number 0000197335-001 |
| Total Amount \$1,710 | Project ID R29G70CGBLA19 | Billing Location R297000221 | DUNS 038375937 | |

Accounting Distribution:

| | | | | | |
|--------------|---------------------------|-----------------------------|----------------------|-------------------|---------------------|
| Fund 2100 | Fin. Dept. ID R2937714 | Appropriation ID R297400 | Category 84101501 | Account 441302 | Activity A4CG002 |
|--------------|---------------------------|-----------------------------|----------------------|-------------------|---------------------|

| | |
|-------------------------------------|---------------------------------|
| Grant Begin Date January 1, 2021 | Grant End Date June 30, 2022 |
|-------------------------------------|---------------------------------|

Grantee Name and Address:

Nicollet County Sheriff's Office
501 S Minnesota Avenue, PO Box 117
St. Peter, MN 56082

Payment Address:

(where DNR sends the check)
Nicollet Co. Treasurer
501 S. Minnesota Ave.
St. Peter, MN 56082

**2021 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Nicollet County Sheriff's Office, 501 S Minnesota Avenue, PO Box 117, St. Peter, MN 56082, (038375937) ("Grantee"). The payment address for this grant contract agreement is Nicollet Co. Treasurer, 501 S. Minnesota Ave., St. Peter, MN 56082.

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement 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 Agreement

1 Term of Grant Contract Agreement

- 1.1 **Effective date:** January 1, 2021 or the date the State obtains all required signatures under Minn.Stat. §16B.98, Subd. 5. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for 2021 grant expenditures incurred back to effective date. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.
- 1.2 **Expiration date:** June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 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 provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. 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.

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. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract 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 contract agreement as follows:
 - (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to One thousand seven hundred ten dollars (\$1,710).
 - (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed One thousand seven hundred ten dollars (\$1,710).
- 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. Submit one invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this contract.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). 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.
- (b) The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

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 [Adam Block, Boating Law Administrator, Enforcement Division – Central Office, Minnesota Department of Natural Resources \(DNR\), 500 Lafayette Rd., St. Paul, MN 55155-4047, \[adam.block@state.mn.us\]\(mailto:adam.block@state.mn.us\)](#) 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 contract 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 [Sheriff David Lange, Nicollet County Sheriff's Office, 501 S Minnesota Avenue, PO Box 117, St. Peter, MN 56082](#). If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

- 7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract 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 contract agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Agreement Complete.** This grant contract agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract 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 contract 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 contract agreement.

9 Audits (State and Single)

Under [Minn. Stat. §16B.98, subd. 8](#), the Grantee books, records, documents, and accounting procedures and practices relevant to this grant contract agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract 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, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. 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 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 contract agreement. 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 agreement. Venue for all legal proceedings out of this grant contract 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 contract 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 [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.

16 American Disabilities Act

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

17 Non-Discrimination Requirements

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).

18 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.

19 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 19.1 The prospective lower tier participant certifies, by submission of this grant contract agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract agreement.

20 Whistleblower Protection Rights

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

- _____ A. State Boat Grant Contract Agreement
_____ B. Exhibit A
_____ C. Exhibit B
_____ D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

SWIFT Contract # _____

Purchase Order # _____

2. GRANTEE:

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Distribution:

1. DNR - OMBS
2. Grantee
3. State's Authorized Representative

ALLOWABLE EXPENDITURES & REPORTING REQUIREMENTS

2021 BOAT & WATER SAFETY STATE GRANT PROGRAM

Use these guidelines when completing the proposed Budget --- Exhibit "A" form.

GENERAL - All of the expenditures listed below must be directly related to the boat and water safety program. When personnel or equipment costs are split between general law enforcement duties and boat and water safety work, the percentage paid out of the boat and water safety account may not exceed the percentage of time the individual or piece of equipment is actually used for boat and water safety enforcement. Boat and water safety activities are those activities outlined in: 1) M.S. § Chapter 86B, 2) Minn. Rules - Chapter 6110, 3) search and recovery operations in the waters of the state and 4) the portions of Chapter 169A that are applicable to motorboats.

(SPENDING PLAN, INVOICES, ACCOUNTING and REPORTS) – Submit one reimbursement invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The proposed expenditures listed on your spending plan (Exhibit A) must reasonably match both your invoice and annual year-end report. If you need to purchase or pay for something that was not on the original Spending Plan, you will need to first send in a revised plan (Exhibit A) signed by the sheriff or designee, and if approved by the State, proceed from there. The Grantee must satisfactorily submit all annual performance reports and reimbursement requests for each year of participation in this Program by the date(s) requested by the State, unless the Grantee requests an extension in writing and the State approves an extension in writing. Minnesota statutes and rules require that you have a separate account for the state boat & water safety funds.

PERSONNEL - Personnel expenses (including salary, insurance, social security, retirement, worker's compensation, etc.) for persons who are actually engaged in boating and water safety duties. Records or logs of time spent on the program are necessary to support these expenses and should be retained not less than three years. If officer hours are a part of your reimbursement, please send one (1) completed officer log for the time period in which reimbursement is being requested.

SUPPLIES AND EXPENSES - This includes uniforms, fuel, oil, lubricants, repairs, rental/lease costs (docks, buildings, office facilities, equipment, etc.), insurance, travel costs, training expenses and expendable supplies (fuel, rope, paint, printing, etc.). No cell phone charges will be allowed. All expenditures need to be verifiable as allowable expenditures under this grant. Items must be listed on Exhibit A (proposed spending plan) of this grant and be descriptive in nature.

EQUIPMENT - Includes boats, motors, trailers, buoys, depth locators, radios, etc. Equipment that is being used for general duties may be either charged to the boat and water safety account according to percentage of use or by mile/hour of operation. Mileage logs showing dates, odometer readings and assignment are necessary to support all vehicle use and should be retained not less than three years. If you purchase equipment and it is greater than \$5,000, please submit a copy of the purchase invoice. The purchase of snowmobiles and ATVs with boat and water funds is not allowed.

County sheriff's departments are urged to contact Boat and Water Safety at the Minnesota Department of Natural Resources for a determination prior to any questionable proposed expenditure. All expenditures are subject to state audit. Be sure to keep accurate documentation and records of all expenditures.

Conflict of Interest Disclosure

Conflict of Interest:

A conflict of interest (actual, potential, or perceived) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily, create a conflict of interest, depending on the nature of the relationship between the two parties. A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest:

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist. A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee or potential grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative (AR):

I certify that we will maintain an adequate Conflict of Interest Policy and throughout the term of our agreement we will monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative.

I also certify that I have read and understand the description of conflict of interest above and as of this date
(Check one of the two boxes below):

☐ I do not have any conflicts of interest relating to this project.

☐ I have an actual, potential, perceived, or organizational (*circle*) conflict of interest. The nature of the conflict is as follows:

If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.

Grantee AR's Printed Name: _____

Date: _____

Grantee AR's Signature: _____

Organization Name: _____

Project Name: **2021 MN DNR State Boating Grant**

State AR's Printed Name: _____

Date: _____

State AR's Signature: _____

Nicollet County Board of Commissioners
Board Meeting Agenda Item



| | | |
|---|---------------------|---|
| Agenda Item: | | |
| Fraud Prevention Investigation (FPI) Grant Renewal | | |
| Primary Originating Division/Dept.: Health and Human Services | | Meeting Date: 6/8/2021 |
| Contact: C. Sassenberg | Title: HHS Director | Item Type: (Select One) Consent Agenda |
| Amount of Time Requested | minutes | |
| Presenter: | Title: | Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No |
| County Strategy: (Select One) Financial Security - prudent use of taxpayer resources | | |
| BACKGROUND/JUSTIFICATION: <p>Health and Human Services is requesting approval of the State of Minnesota, Department of Human Services County Grant Contract, which renews our Fraud Prevention Investigation (FPI) grant agreement from July 01, 2021 through June 30, 2023. The grant amount will remain the same as in prior grant agreements, which is not to exceed \$80,000.00 in each of the fiscal years. Nicollet County uses these grant dollars to fund the position of fraud investigator hired through the Sheriff's Office and embedded in the Health and Human Services Department.</p> | | |
| Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None | | |
| Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No | | |
| If "yes", when? (provide year; mm/dd/yy if known) FPI contracts in 2017 and 2018 | | |
| Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A | | |
| ACTION REQUESTED: | | |
| Approval of the Department of Human Services Contract to Renew FPI Grant Funding | | |
| FISCAL IMPACT: Included in current budget (Select One) If "Other", specify | | FUNDING County Dollars = State Up to \$80,000 annually (Select One) |
| FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: | | Total |



Minnesota Department of Human Services County Grant Contract

This Grant CONTRACT, and all amendments and supplements to the CONTRACT ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Office of Inspector General – Financial Fraud and Abuse Investigations Division ("STATE") and **Nicollet County Health and Human Services**, an independent grantee, not an employee of the State of Minnesota, located at **622 S. Front Street, St. Peter, MN 56082** ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, sections 256.01, subdivision 2(a)(6), 256.983 and 119B.02, subdivision 5, has authority to enter into contracts with counties for maintaining and establishing cost effective Fraud Prevention Investigation (FPI) programs in accordance with operational requirements, forms and reporting mechanisms as contained in the STATE's FPI Program Manual, and amendments and supplements thereto, which are incorporated herein by reference.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **July 01, 2021**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **June 30, 2023**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties as follows:

- a. Conduct timely fraud prevention investigations of applicants, recipients, and other participants in the human services programs administered by the COUNTY agency.
- b. Ensure that its FPI program operations and investigative techniques follow the STATE's FPI Guidelines found in the Fraud Prevention Investigation Program Manual (hereinafter, FPI Guidelines), which are incorporated herein by reference, federal regulations, Minnesota laws, and COUNTY ordinances.
- c. Refer for criminal prosecution public assistance recipients and providers who have committed intentional program violations (IPV) or, when such prosecutions are declined by a COUNTY attorney or the COUNTY decides not to pursue criminal prosecution of an IPV, pursue administrative disqualification of a provider or recipient in lieu of criminal prosecution in compliance with Minnesota Statutes, section 256.046.
- d. Use staff that qualify as investigators through the COUNTY's personnel classification system or licensed by either the State of Minnesota Board of Peace Officer Standards and Training (POST) or State of Minnesota Board of Private Detective and Protective Agent Services.
- e. Notify the STATE of any staffing changes that result in fewer FPI investigators than are in the COUNTY's approved CONTRACT attachments. COUNTY staff changes that result in fewer investigators permanently will likely result in reduced FPI program funding.
- f. Allow COUNTY FPI staff to attend and participate in the development and presentation of STATE sponsored training and/or other FPI program related workgroups.
- g. Utilize the State's FPI Program Integrity Network (FASE) for FPI staff to report the results of public assistance fraud investigations, whether administrative, civil or criminal.
- h. Maintain investigative case files as required by the FPI Guidelines. The COUNTY shall provide the STATE access to all FPI case files during the COUNTY'S regular business hours.
- i. Timely submit narrative, financial and/or statistical reports either as required in FPI Guidelines or as requested by the STATE.
- j. Ensure that eligibility workers make referrals to the COUNTY'S FPI staff when appropriate and cooperate with case action reporting requirements.
- k. Ensure that healthcare overpayments arising from FPI investigations are calculated and reported to FPI investigators to the same extent as all other programs related to the FPI program. The STATE will regularly monitor the COUNTY'S compliance with this obligation. Compliance will be a component of the STATE'S evaluation of the COUNTY'S FPI program.
- l. Annually provide training to COUNTY's eligibility workers in fraud detection to assist them in identifying cases that should be referred.
- m. Evaluate FPI referral rates among eligibility workers in order to help identify fraud detection training needs.

- n. Cooperate with the STATE in maintaining cost effective program operations by expanding FPI service coverage to other counties as deemed necessary by the STATE.
- o. Provide short term fraud prevention investigation services to other counties as deemed necessary by the STATE.
- p. Submit quarterly claim reimbursement for the FPI program expenditures on the STATE's Financial Operations Division's Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550).
- q. **REQUIRED COUNTY AGENCY ATTACHMENTS.** The COUNTY agrees to incorporate by reference the following information as an attachment to this CONTRACT. This information must be provided to and approved by the STATE before this CONTRACT becomes effective:
 - 1. COUNTY organizational chart showing its management structure and divisions, and the number and placement of COUNTY FPI staff within this structure.
 - 2. Position descriptions and personnel classification of funded COUNTY FPI employees, including an itemization of all tasks performed and the percentage of time spent on those tasks.
 - 3. Where applicable, contractual agreements between COUNTY agency and service providers of fraud prevention investigation services.
 - 4. A copy of the COUNTY'S policy and procedures for resolving intentional program violations through criminal prosecution or through the administrative disqualification hearing process when a completed fraud prevention investigation identifies an intentional program violation and no criminal action is taken.
- r. **COUNTY OBLIGATIONS RELATED TO USE OF THE STATE'S FRAUD APPLICATION SYSTEM ENVIRONMENT (FASE) ELECTRONIC DATABASE.**
 - 1. The COUNTY is responsible for ensuring that the STATE's FASE electronic database is utilized only by FPI COUNTY staff or agents, and their related support staff where applicable, and only for legitimate COUNTY business or State business.
 - 2. The STATE is exclusively responsible for approving requests for FASE access and for determining and providing access rights to all FASE users. FASE access shall be granted only to individuals performing investigative work essential to the FPI program.
 - 3. The COUNTY shall ensure that all COUNTY users and agents who are provided access to FASE fully complete a FASE Access Request form approved and signed by their immediate supervisor. The COUNTY shall maintain the original and send a copy to the State. All FASE Access Request forms must be sent to the STATE's FPI Program Administrator or successors. The COUNTY shall immediately notify the STATE in writing if an employee who has access to FASE's employment ends, role changes, or access to FASE is no longer required or appropriate.
 - 4. If any COUNTY supervisor, manager, or executive, or COUNTY personnel responsible for monitoring access to state or COUNTY electronic databases, develops a reasonable suspicion that FASE or any database that is accessed through FASE or used for investigative purposes, has been used or accessed improperly or illegally, the COUNTY shall immediately investigate the matter and notify the STATE in writing no later than one (1) day following the COUNTY's confirmation that an improper or illegal access, use or disclosure has occurred. "Reasonable suspicion" means any information or data that objectively supports the COUNTY'S belief that improper or illegal access, disclosure or use has occurred. **A request to the STATE (or any other database provider) for an audit of any FASE user's use or access does not constitute notice of illegal access, use or disclosure has occurred.**

5. The COUNTY shall provide the STATE with all details of the improper or illegal use or disclosure. Failure to provide this notice may result in the COUNTY's loss of access to FASE. The STATE may terminate, suspend or otherwise limit the COUNTY's or any user's or agent's access to FASE based upon a determination that FASE was accessed or used improperly or illegally, or if a COUNTY user or agent is responsible for an improper disclosure. The COUNTY agrees to cooperate with any investigation related to FASE, or any database accessed through FASE, improper or illegal use or disclosure as required or requested by the STATE.
6. Within one (1) business day following any COUNTY determination of an improper or illegal use of or disclosure from FASE or any database accessed through FASE, the COUNTY shall notify the STATE in writing of the details of that resolution.
7. The COUNTY shall prepare a report, and deliver to the STATE, the facts and results of the investigation. The report must at a minimum include:
 - (i.) a description of the data that was accessed or acquired;
 - (ii.) the names and number of individuals whose data was improperly accessed, disclosed or acquired;
 - (iii.) the name of each COUNTY user or agent determined responsible for the unauthorized access, disclosure or acquisition and the amount of their unauthorized access for each victim; and
 - (iv.) the final disposition of any disciplinary action taken against each COUNTY user in response, or if disciplinary action or other action was determined to be unnecessary, the specific findings and reasons for that determination, excluding information protected by law.
8. All communications regarding an improper or illegal use of or disclosure from FASE, or the databases accessed through FASE, shall be sent to the Department of Human Services, Office of Inspector General, Financial Fraud and Abuse Division, manager of eligibility and child care provider investigations or successor.
9. The COUNTY agrees to assist the STATE in any investigation of a COUNTY's improper or illegal use of FASE.
10. The COUNTY agrees comply with Minnesota Statutes, section 13.055 in relation to any breach in the security of data.
11. The COUNTY agrees to indemnify STATE to the extent provided in clause 10, Liability, and hold harmless the STATE from any lawsuits or damages, including punitive damages, resulting from COUNTY staff data breaches that result from FASE use.
12. The STATE may immediately terminate FASE access, and access through FASE to any database or website that is accessed through FASE, for any COUNTY staff that misuses FASE.
- s. The STATE reserves the exclusive right to determine the action it will take against the COUNTY for any COUNTY user's or COUNTY agent's misuse of FASE access or any database or website that is accessed through FASE.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT (MN.IT) Accessibility Standards, as updated on June 14,

2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

- a. **Compensation.** COUNTY will be paid in accordance with **Attachments A-1**, 2022 Budget Justification Form and **Attachments A-2**, 2023 Budget Justification Form, which are attached and incorporated into this CONTRACT. COUNTY reimbursements shall be made through the settlement provisions as provided in the Cost Allocation Plan for claiming FPI costs and summarized on the applicable pages of the STATE'S Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550) or other expenditure reporting formats approved by the STATE'S Financial Operations.
 - 1. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the smaller line item and when the total obligation and salaries/fringe benefits remain unchanged.
 - 2. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.
- b. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the Commissioner's Plan.¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.
- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **eighty thousand dollars (\$80,000.00)** in each of the state fiscal years 2022 and 2023.

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

3.2. Terms of payment

- a. Invoices/Claims.** COUNTY reimbursement shall be made through the settlement provisions applicable to the Supplemental Nutrition Assistance Program (SNAP), Minnesota Family Investment Program (MFIP), child care assistance programs, the medical assistance program, and other federal and state-funded programs. Payments shall be made through the settlement provisions as provided in the Cost Allocation Plan for claiming FPI costs and summarized on the applicable pages of the STATE'S Quarterly Income Maintenance Administrative Expense Report (Form No. DHS 2550) or other expenditure reporting formats approved by the STATE'S Financial Operations.
- b. Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for CONTRACT services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or CONTRACTs, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform CONTRACT services, in accordance with clause 1, COUNTY's Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. 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. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Kristine Preston** or successor. Phone and email: **651.431.2618 and Kristine.Preston@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Terry Morrow** or successor. Phone and email: **507-327-8226 and terry.morrow@co.nicollet.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is [Click here to enter name or successor](#). Phone and email: [Click here to enter text](#).

7.4. Project Manager. The STATE's Project Manager for this CONTRACT is **Mary McCarthy** or successor. Phone and email: **(651) 431-3957 and mary.mccarthy@state.mn.us**.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant CONTRACT by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY. COUNTY will receive private information and protected health information protected by the Minnesota Government Data Practices Act and the Health Information Portability and Accountability Act (HIPAA) from STATE in the course of performing its duties under this CONTRACT. Information privacy and security shall be governed by the "Information Privacy and Security Agreement," and/or the "Business Associate Agreement," which the COUNTY and the Minnesota Department of Human Services (DHS) executed in 2015 that are on file at DHS, as well as any current or future amendments to those documents. In accord with 45 C.F.R. § 164.512(d), PHI will be disclosed to the COUNTY because it is performing a health oversight activity under this CONTRACT.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this 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." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.

- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for 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 STATE will be in addition to and not exclusive of other remedies provided by law.
- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

13.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT 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.

13.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, a copy of the relevant audit must be submitted to STATE within thirty (30) days of the audit's completion.

13.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2

C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from

participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

14. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. CLERICAL ERRORS AND NON-WAIVER.

15.1. Clerical error. Notwithstanding Clause 16.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

15.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

16.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

16.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

16.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

17.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

17.2. Prevailing wage. 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. Vendors should submit a prevailing wage form along with their bids.

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not CONTRACT with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

19. LEGAL COMPLIANCE.

19.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

19.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its CONTRACT with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

19.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

19.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS

20.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: n/a
Date: 5/28/2021

CONTRACT No: GRK% 194337

3. STATE AGENCY

By (with delegated authority): _____
Title: _____
Date: _____

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: 
B782C130093C427...
Title: Board Chair
Date: 5/28/2021

Distribution: (fully executed CONTRACT to each)

Contracting and Legal Compliance Division
County
State Authorized Representative

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

County Grant Contract (GRK% 194337)

Nicollet County Board of Commissioners
Board Meeting Agenda Item



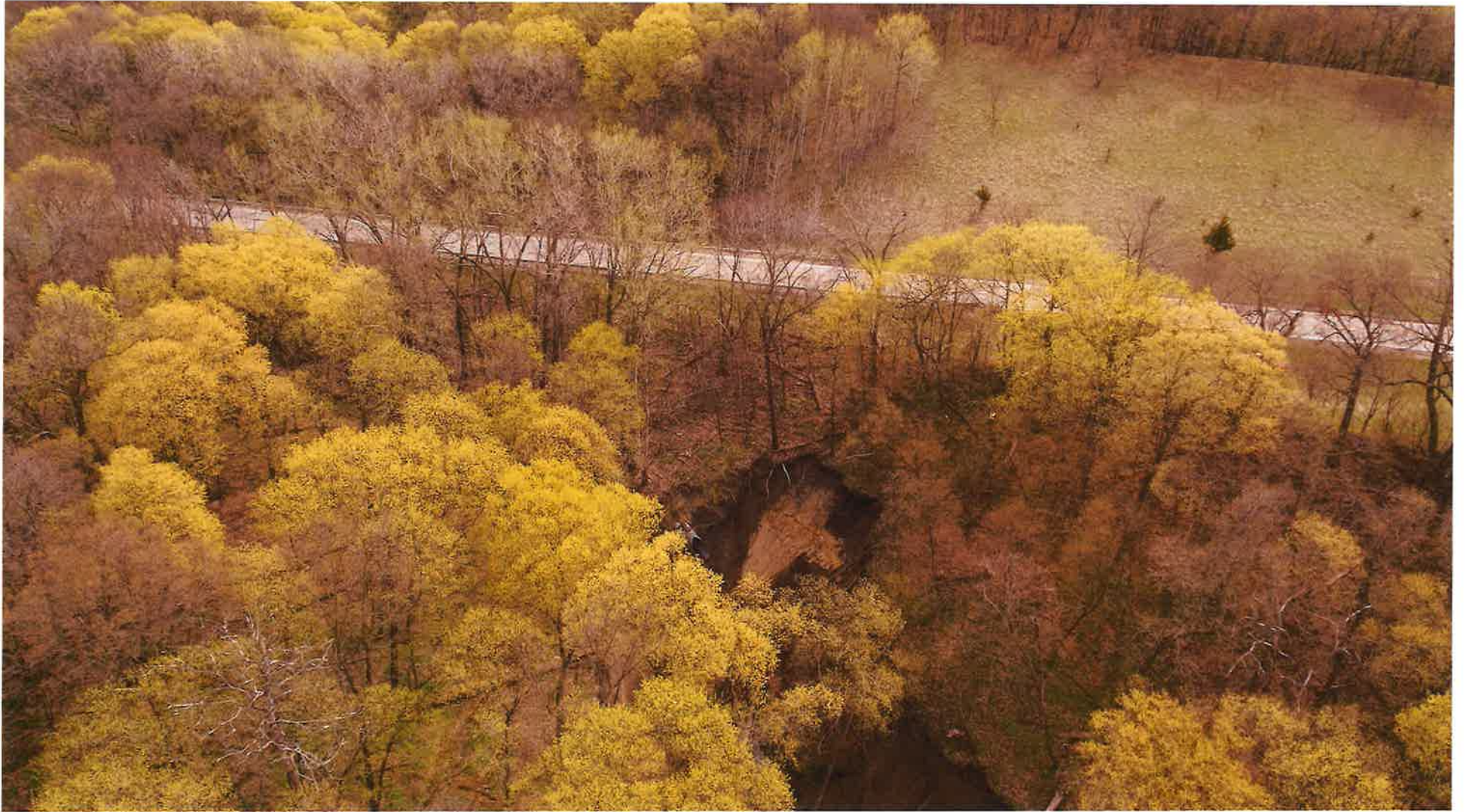
| | | |
|---|--|----------|
| Agenda Item: | | |
| Consider Geotechnical/Hydraulic Engineering Proposal for CSAH 23 Ravine Erosion | | |
| Primary Originating Division/Dept.: Public Works-Highway | Meeting Date: 06/08/2021 | |
| Contact: Seth Greenwood, P.E. Title: PWD/Co. Eng. | Item Type: Regular Agenda (Select One) | |
| Amount of Time Requested 20 minutes | | |
| Presenter: Seth Greenwood, P.E. Title: PWD/Co. Eng. | Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No | |
| County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One) | | |
| BACKGROUND/JUSTIFICATION: <p>Late this spring, highway maintenance personnel discovered that significant erosion has occurred, and will continue to occur, at the outlet end of a culvert crossing on CSAH 23. The erosion is significant and if not addressed, it will continue to encroach on the CSAH 23 embankment and will eventually destabilize the CSAH 23 embankment. Myself, along with representatives from Gale-Tec Engineering and SRF Consulting made a site visit on May 24, 2021. Since then, Gale-Tec has developed a proposal (Phase 1) to perform a geotechnical/hydraulic analysis on the ravine erosion and to develop several potential remediation measures. The County would select one of the proposed remediation measures and then enter into a Phase 2 contract with Gale-Tec Engineering and SRF Consulting to develop the final hydraulic and geotechnical engineering evaluations and final plans and specifications for the selected repair.</p> <p>Attached to this item are several photos showing the erosion, location map, and Phase 1 proposal.</p> <p>Phase 1 proposal cost is \$57,996.00</p> | | |
| Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None | | |
| Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No | | |
| If "yes", when? (provide year; mm/dd/yy if known) | | |
| Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A | | |
| ACTION REQUESTED: Approve the Gale-Tech Engineering proposal (Phase 1) and authorize the Public Works Director to sign and execute the proposal. | | |
| FISCAL IMPACT: Other (Select One) If "Other", specify | FUNDING County Dollars = Grant (Select One) | \$57,996 |
| FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: | Total | \$57,996 |
| Related Financial/FTE Comments: Options exist for funding this expense-State Aid, R&B reserves, unspent 2021 budget, etc. | | |











GALE-TEC ENGINEERING, INC.

801 TWELVE OAKS CENTER DRIVE, SUITE 832
WAYZATA, MN 55391
TELEPHONE (952) 473-7193 FAX (952) 473-1492
www.gale-tec.com

June 1, 2021

Mr. Seth Greenwood, P.E.
Nicollet County Public Works Dept.
1700 Sunrise Dr.
St. Peter, MN 56082

Re: Geotechnical/Hydraulic Engineering for Ravine & Roadway Embankment Stabilization
and Slope Distress along CSAH 23 near Nicollet, MN

Dear Mr. Greenwood:

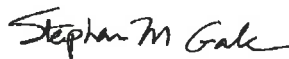
In accordance with our May 24 site visit and subsequent discussion, we are pleased to provide you with this proposal for evaluation of the above referenced project. Enclosed please find a proposed scope of work for SRF Consulting Group, Inc. (SRF) and Gale-Tec Engineering, Inc. (GTE) and a fee estimate for providing these services. We propose that SRF be a sub to GTE for this initial work. We look forward to the opportunity to submit this proposal to the Nicollet County Public Works Department.

Respectfully,

GALE-TEC ENGINEERING, INC.



Nathan M. Lichty, P.E.
Project Engineer



Stephan M. Gale, P.E.
Principal Engineer

Enclosures: Terms for Engineering Services
Fee Estimate Spreadsheets

SMG/NML/pjk

PROPOSAL/ Nicollet County CSAH 23 Slope Distress near Nicollet, MN

CSAH 23 ROADWAY EMBANKMENT DISTRESS/RAVINE STABILIZATION NEAR NICOLLET, MN

INTRODUCTION

Significant erosion has occurred along a ravine that runs adjacent to CSAH 23 as it extends through the bluffs entering into the Minnesota River valley. An existing 5ft diameter CMP pipe runs beneath the CSAH 23 roadway embankment. The pipe is buried approximately 40ft beneath the CSAH 23 pavement surface. An approximately 20ft deep scour hole has developed at the pipe outlet. This scouring has caused a series of sloughs along either side of the ravine channel. Recently a large slough, approximately 50ft in height, has developed along the ravine sideslope/roadway embankment. The slough crest is estimated to be approximately 60ft from the roadway shoulder. A site survey performed by the County indicates that existing roadway embankment contains approximately 2H:1V sideslopes.

Ravine/ditch erosion has also begun adjacent to the CSAH 23 roadway, upslope from the culvert outlet and extending approximately 500ft along the roadway. Several tension cracks have recently developed adjacent to CSAH 23 adjacent to the ditch/ravine.

We understand that CSAH 23 is proposed to be part of the long-term detour route for the MnDOT TH 14 roadway widening project, which is proposed to begin in Summer, 2022. The County has indicated that they would like to complete any CSAH 23 stabilization work prior to that time.

You have requested that we investigate the cause of the ravine/embankment instability and develop potential remediation options. This investigation would include a subsurface exploration, hydraulic analysis of the existing ravines and culvert as well as geotechnical stability and channel stabilization analysis. The initial hydraulic and geotechnical engineering reports would include a discussion of several potential remediation measures. After selection of a proposed alternative by the County, Phase 2 of this work would include final hydraulic and geotechnical engineering evaluations AND development of plans and special provisions for the selected repair.

The County site survey will be used to evaluate the existing conditions and to develop stabilization alternatives. The County will also provide flagmen and traffic control for the soil borings to be performed through the CSAH 23 shoulder within the distressed area.

Our driller reviewed nearby well logs and identified that the site soils appear to be sand down to about 150ft. As such, we should be able to hollow stem auger the borings; however, we have included a cost to switch to mud rotary drilling, if required.

SCOPE OF WORK

SRF and GTE shall complete the following tasks.

- Administration of SRF Subcontract
- Start-up and Initial Site Meeting (GTE/SRF)
- Subsurface Exploration (GTE)
 - Mobilization of CME 75 Truck Mounted Drill Rig
 - The County will provide flagmen and traffic control
 - Drill two soil borings, one to a depth of 100ft and one to a depth of 50ft from the CSAH 23 shoulder adjacent to the Landslide/Ravine Area
 - Minnesota Department of Health (MDH) Permit and backfill boreholes with grout, per MDH.
- Soil Laboratory Testing (GTE) – testing on recovered samples would consist of up to ten (10) hand penetrometer strength tests, up to twenty (20) moisture content, six (6) P200 tests, four (4) density tests and one (1) Atterberg Limit test. we are not proposing any triaxial or direct shear testing or CPT testing during our preliminary analysis. This work could be performed at the time for final design, after consultation with the County.
- Geotechnical Engineering Evaluation (GTE) – The results of the Subsurface Exploration and Site Survey will be used to perform a preliminary Slope Stability Evaluation of the existing sideslope and develop up to two potential landslide remediation measures. The computer program Slope-W by Geostudios, Inc. will be used. The results of the exploration will also be used to develop ravine/channel erosion resistance recommendations associated with the proposed repairs.
- Culvert and Ravine Hydraulic Evaluation (SRF) – The existing culvert and ravine hydraulics will be evaluated. The result of the hydraulic analysis will be used to develop stormwater management alternatives to stabilize the ravine.
- Geotechnical/Hydraulic Engineering Report (GTE/SRF) – The results of the subsurface exploration, slope stability evaluation, hydraulic evaluation and proposed remediation measures will be presented, for the County to review and select a preferred landslide remediation and channel sideslope erosion mitigation measure. Permitting requirements for each landslide remediation option will also be determined.
- Project Management (GTE/SRF)

Our work does not include:

- Any Roadway Reconstruction Evaluation/Design,
- Any Utility Relocation Design, if necessary,
- Site Surveying

PROPOSED FEE

GTE Work - Surface Exploration, Soil Laboratory Testing, Geotechnical Stability Evaluations and
Preparation of Geotechnical Engineering Report \$41,566

SRF Work –Hydraulic Evaluation, Stabilization Alternatives Development and Preparation of
Hydraulic Engineering Report \$16,430

TOTAL \$57,996

See attached GTE/SRF Spreadsheets for Details.

SUMMARY

We look forward to working with Nicollet County on this project.

If our proposal is accepted, we shall submit certificates of insurance per the attached schedule.

TERMS FOR ENGINEERING SERVICES

THE AGREEMENT

This AGREEMENT is made by and between: Gale-Tec Engineering, Inc. hereinafter referred to as ENGINEER, and Nicollet County Public Works Dept., hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL dated June 1, 2020, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by ENGINEER will be based solely on information available to ENGINEER. ENGINEER is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by ENGINEER under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession and practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of geotechnical or hydraulic engineering services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for ENGINEER to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted ENGINEER free access to the site. ENGINEER will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. ENGINEER will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against ENGINEER, and agrees to defend, indemnify, and hold ENGINEER harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, with compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

SITE ACCESS AND SITE CONDITIONS

GEOTECHNICAL ENGINEER will dispose of all remaining soil and rock samples thirty (30) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

MONITORING

If ENGINEER is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the PROPOSAL, then this section applies. For the specified assignment, ENGINEER will report observations and professional opinions to CLIENT. No action of ENGINEER or ENGINEER's site representative can be construed as altering any AGREEMENT between CLIENT and others. ENGINEER will report to CLIENT any observed geotechnically related work which, in ENGINEER's professional opinion, does not conform with plans and specifications. The ENGINEER has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, ENGINEER's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction related services.

ENGINEER will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto.

BILLING AND PAYMENT

CLIENT will pay ENGINEER in accordance with the procedures indicated in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by ENGINEER, and will be due and payable net 30 days. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify ENGINEER in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

In the event CLIENT fails to pay ENGINEER within sixty (60) days after invoices are rendered, CLIENT agrees that ENGINEER will have the right to consider the failure to pay the ENGINEER's invoice as a breach of this AGREEMENT.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, ENGINEER will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

RISK ALLOCATION

Many risks potentially affect ENGINEER by virtue of entering into this AGREEMENT to perform professional engineering services on behalf of CLIENT. The principal risk is the potential for human error by ENGINEER. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with ENGINEER's liability, CLIENT agrees to limit ENGINEER's professional liability to CLIENT and to all other parties for claims arising out of ENGINEER's performance of the services described in this AGREEMENT. The aggregate professional liability of ENGINEER will not exceed \$50,000 for negligent professional acts, errors, or omissions, and CLIENT agrees to indemnify and hold harmless ENGINEER from and against all liabilities in excess of the monetary limit established above.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join ENGINEER as a third-party defendant. Parties mean CLIENT and ENGINEER and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and ENGINEER agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

DISCOVERY OR UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed ENGINEER of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for ENGINEER to take immediate measures to protect health and safety. CLIENT agrees to compensate ENGINEER for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

ENGINEER agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold ENGINEER harmless for any and all consequences of disclosures made by ENGINEER which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against ENGINEER and, to the maximum extent permitted by law, agrees to defend, indemnify, and save ENGINEER harmless from any claim, liability, and/or defense costs for injury or loss arising from ENGINEER's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value. CLIENT will be responsible for the ultimate disposal of any samples secured by ENGINEER which are found to be contaminated.

DISPUTES RESOLUTION

All claims, disputes, and other matters in controversy between ENGINEER and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent CLIENT and ENGINEER have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Agreement" which, if attached, is incorporated into and made a part of this AGREEMENT. If no specific ADR procedures are set forth in this AGREEMENT, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation instead of ADR as provided above, then:

1. the claim will be brought and tried in judicial jurisdiction of the court of the county where ENGINEER's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and
2. the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

GOVERNING LAW AND SURVIVAL

The law of the State of Minnesota will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

Nicollet County Public Works
CLIENT

By
Public Works Director/County Engineer
Position

Date

Gale-Tec Engineering, Inc.
GEOTECHNICAL ENGINEER

Stephan M. Gale
By
President
Position

Date

FEE SCHEDULE

The rates presented are portal to portal, with vehicle mileage, expenses and equipment rentals additional.

Overtime for personnel charged at cost plus 25% for over 8 hours per day or Saturday; and at cost plus 50% for Sundays or holidays.

Engineering Services

Engineering/Technical Personnel Rates

| | | | |
|------------------------------------|----------|----|--------|
| Engineering Technician I | Per Hour | \$ | 70.00 |
| Engineering Technician II | Per Hour | \$ | 80.00 |
| Engineer I, Geologist, Scientist I | Per Hour | \$ | 98.00 |
| Project Engineer | Per Hour | \$ | 155.00 |
| Principal Engineer | Per Hour | \$ | 195.00 |
| Word Processing Specialist | Per Hour | \$ | 54.00 |
| CADD Specialist | Per Hour | \$ | 86.00 |
| CADD Equipment | Per Hour | \$ | 18.00 |

Site Exploration Equipment Rental Services

| | | | |
|--|----------|----|---------|
| Drilling Services (Includes CME-75 truck mounted drill rig and 2-person crew) | | | |
| Mobilization, Gopher State Locate, Per Diem | | \$ | 2130.00 |
| Hollow Stem Auger and Split Spoon Sampling 0 to 50 ft | Per Foot | \$ | 21.00 |
| Hollow Stem Auger or Mud Rotary Drilling and Split Spoon Sampling 50 to 70 ft | Per Foot | \$ | 24.00 |
| Hollow Stem Auger or Mud Rotary Drilling and Split Spoon Sampling 70 to 100 ft | Per Foot | \$ | 28.00 |
| Switch over to Mud Rotary Drilling | Lump Sum | \$ | 1900.00 |
| MDH Sealing Record | Each | \$ | 200.00 |
| Borehole Backfill with Soil | Per Foot | \$ | 3.00 |
| Borehole Backfill with Cement Grout | Per Foot | \$ | 9.00 |

Laboratory Testing of Soil

| | | | |
|--|------------|----|--------|
| Moisture Content | Per Test | \$ | 25.00 |
| Dry Density (includes Moisture Content) | Per Test | \$ | 55.00 |
| Atterberg Limits (LL and PI) | Per Test | \$ | 140.00 |
| P200 | Per Test | \$ | 75.00 |
| Sieve Analysis (includes #200 determination) | Per Test | \$ | 98.00 |
| Torvane Shear | Per Test | \$ | 18.00 |
| Hand Penetrometer | Per Test | \$ | 12.00 |
| Organic Content of Soil | Per Test | \$ | 81.00 |
| Single Load Consolidation | Per Test | \$ | 450.00 |
| Soil Classification | Per Sample | \$ | 6.00 |

Expenses

| | | | |
|--|------------|----|------|
| Mileage – Personal Vehicle | Per Mile | \$ | 0.56 |
| Direct Project Expenses: Includes travel expenses including car and hotel, special equipment, materials and supplies; transportation and freight; and reproduction services. | | | |
| | Cost X 1.1 | | |

January, 2021

Gale-Tec Engineering, Inc.

ADDENDUM A
NICOLLET COUNTY REMONUMENTATION CONTRACT

Insurance Policy Obligations:

GTE shall maintain the following insurance coverage during the course of the contract:

Commercial General Liability Insurance:

- \$1,500,000 general aggregate
- \$1,000,000 personal injury and advertising injury
- \$1,500,000 each occurrence
- \$5,000 medical expenses

Automobile Liability Insurance

- \$1,500,000 bodily injury – combined single limit
- \$500,000 bodily injury – per claimant

Professional Liability Insurance

- \$2,000,000 per wrongful act or occurrence
- \$2,000,000 annual aggregate

Worker's Compensation Insurance

- Statutory obligations

The following additional terms shall apply regarding each type of insurance:

- Nicollet County shall be named as an additional insured on each policy, except Worker's Compensation and Professional Liability Insurance.
- The insurance carried by GTE shall be primary insurance and not excess coverage.
- The insurance specified above shall remain in full force during the complete term of this contract. GTE shall give Nicollet County written notice 30 days prior to any change in or cancellation of any insurance policy.

**Nicollet County CSAH 23 Landslide Remediation/Ravine Stabilization - Nicollet, MN
Feasibility Study**

Labor

| | Project Engineer - Nate Lichty, P.E. | Principal Engineer - Steve Gale, P.E. | Clerical - Paula Kelly | Total | Task Total |
|---|---|--|------------------------|---------------------|-------------|
| Task 1 - Project Management and Subcontracts | 15 | 16 | 3 | 34 | \$ 5,607.00 |
| Task 2 -Subsurface Exploration | | | | | |
| Task 2.1 - Site Visit, SPT Boring Layout along Alignment | 6 | 0 | 0 | 6 | \$ 930.00 |
| Task 2.2 - Soil Classification and Prepare Boring Logs | 6 | 1 | 0 | 7 | \$ 1,125.00 |
| Task 3 -Geotechnical Evaluation of Existing Ravine/Roadway Embankment | | | | | |
| Task 3.1 - Review Soil Boring & Lab Testing Results | 8 | 1 | 0 | 9 | \$ 1,435.00 |
| Task 3.2 - Perform Stability Evaluation of Existing Embankment & Ravine | 12 | 6 | 0 | 18 | \$ 3,030.00 |
| Task 4 -Geotechnical Evaluation of Potential Embankment and Ravine Repairs | | | | | |
| Task 4.1 - Develop up to two (2) Landslide Remediation Measures | 25 | 12 | 0 | | |
| Task 4.2 - Review Results of Hydraulic Analysis and Develop Channel Erosion Resistance Measures | 10 | 4 | 0 | | |
| Task 5- Prepare Geotechnical Report summarizing Results of Subsurface Exploration, Stability Evaluation, Proposed Stabilization Measures and Channel Erosion Resistance Measures | 30 | 15 | 8 | 53 | \$ 8,007.00 |
| Total Hours | 112 | 55 | 11 | 178 | |
| Hourly Rate* | \$ 155.00 | \$ 195.00 | \$ 54.00 | | |
| Subtotal Labor | \$ 17,360.00 | \$ 10,725.00 | \$ 594.00 | \$ 28,679.00 | |

Subconsultant - SRF Consulting Group, Inc., Fee Estimate Provided on Separate Spreadsheet

| Drilling Fees | Quantity | Unit Rate | Total |
|--|----------|------------------|---------------------|
| Gopher State One Call | 1 | \$400.00 LS | \$ 400.00 |
| Mobilization-CME 75 Truck Mounted Drill Rig for Roadway Borings and up to two day per diem | 1 | \$2,130.00 LS | \$ 2,130.00 |
| Switch to Mud Rotary Drilling, if drilling | 1 | \$1,900.00 LS | \$ 1,900.00 |
| SPT Soil Borings w/ SS Sampling , 0-50ft | 100 | \$25.00 per foot | \$ 2,500.00 |
| SPT Soil Borings w/ SS Sampling , 50-70ft | 20 | \$35.00 per foot | \$ 700.00 |
| SPT Soil Borings w/ SS Sampling , 70-100ft | 30 | \$50.00 per foot | \$ 1,500.00 |
| Grouting Boreholes Upon Completion | 150 | \$9.00 per foot | \$ 1,350.00 |
| Clean Up and/or Cold Patch | 150 | \$3.00 per foot | \$ 450.00 |
| MDH Sealing Notification Permit and Fee | 1 | \$165.00 LS | \$ 165.00 |
| Subtotal Drilling | | | \$ 11,095.00 |

| Laboratory Testing Fees | Quantity | Unit Rate | Total |
|---|----------|---------------|--------------------|
| Hand Penetrometer | 10 | \$12.00 each | \$ 120.00 |
| Moisture Content (ASTM D 2216) | 20 | \$25.00 each | \$ 500.00 |
| Sieve Analysis - Passing US No. 200 Sieve | 6 | \$98.00 each | \$ 588.00 |
| Dry Density (ASTM D7263) | 4 | \$55.00 each | \$ 220.00 |
| Atterberg Limits (ASTM D4318) | 1 | \$140.00 each | \$ 140.00 |
| Subtotal Laboratory Testing | | | \$ 1,568.00 |

Expenses - Gale-Tec Engineering Inc

| Task | Total |
|---|------------------|
| 1. Mileage - Site Visits and Meetings (400 miles @ \$0.56/mile) | \$ 224.00 |
| Subtotal Expenses | \$ 224.00 |

| | |
|--------------------------------------|---------------------|
| TOTAL FEE & EXPENSES -GTE | \$ 28,903.00 |
| DRILLING AND LABORATORY FEES | \$ 12,663.00 |
| TOTAL FEE & EXPENSES -SRF | \$ 16,430.00 |
| TOTAL | \$ 57,996.00 |

Notes

SRF Consulting Group, Inc.**Work Tasks and Person-Hour Estimates****Client:** Gale-Tec Engineering, Inc.**Project:** Nicollet County CSAH 23 Culvert Erosion Alternative Analysis

14735.PP

Subconsultants:

| <u>TASK NO.</u> | <u>SUMMARY OF TASKS</u> |
|-----------------|---|
| 1.0 | Project Management |
| 2.0 | Hydrology and Hydraulic Analysis and Alternatives |
| 3.0 | Interdisciplinary Review |

Project Overview:

A centerline culvert crossing CSAH 23 in Nicollet County (south of Nicollet, MN and approximately one mile north of the Minnesota River) has incurred severe outlet erosion from the 60" CMP pipe. The channel downstream has eroded to a depth of approximately 35 feet below its original elevation. This phase of the project is to review hydrology and hydraulics of the culvert and nearby eroded ditches and to design alternatives for their repair. The project is expected to be completed in the summer of 2021 with an ultimate goal of constructing late in 2021.

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: Gale-Tec Engineering, Inc.

Project: Nicollet County CSAH 23 Culvert Erosion Alternative Analysis



Subconsultants: 0

14735.PP

| TASK NO. | TASK DESCRIPTION | PRINCIPAL | SR. ASSOC. | ASSOCIATE | SR. PROF | PROF. | TECHNICAL | CLERICAL | TOTALS | EST. FEE |
|----------|---|-----------|------------|-----------|----------|-------|-----------|----------|--------|------------|
| 1.0 | Project Management <u>Assumptions:</u> <u>Client Deliverables:</u> | | | | | | | | | |
| 1.1 | General Day-to-Day Project Management, Administration and Work Planning, and Schedule and Coordination of Tasks | - | 2 | 4 | - | - | - | - | 6 | \$800.00 |
| 1.2 | Two team meetings via conference call | - | 2 | 3 | - | - | - | - | 5 | \$676.00 |
| | <u>SRF Deliverables:</u> Meeting attendance, scheduling, and meeting record | | | | | | | | | |
| | SUBTOTAL - TASK 1 | 0 | 4 | 7 | 0 | 0 | 0 | 0 | 11 | \$1,476.00 |
| 2.0 | Hydrology and Hydraulic Analysis and Alternatives <u>Assumptions:</u> Hydrology will be determined for the CSAH 23 culvert crossing, and the 2 ditches north of the culvert crossing on the east and west side of CSAH 23 <u>Client Deliverables:</u> Survey files of study area | | | | | | | | | |
| 2.1 | Hydrology for two ditches and culvert crossing | - | - | 2 | - | 6 | - | - | 8 | \$836.00 |
| 2.2 | Lining design and pipe hydraulics | - | 1 | 2 | - | 4 | - | - | 7 | \$792.00 |
| 2.3 | Stable Channel Design Typical Sections and Grading (2 ditches and main channel) | - | 2 | 4 | - | 12 | - | - | 18 | \$1,976.00 |
| 2.4 | Preliminary Outlet Design with Figures (up to 3 alternatives) | - | 4 | 8 | - | 24 | - | - | 36 | \$3,952.00 |
| 2.5 | Cost Estimates for Alternatives | - | 2 | 4 | - | 8 | - | - | 14 | \$1,584.00 |
| 2.6 | Draft Alternative Analysis Report | - | 2 | 8 | - | 10 | - | - | 20 | \$2,276.00 |
| 2.7 | Final Alternative Analysis Report | - | 1 | 2 | - | 4 | - | - | 7 | \$792.00 |
| 2.8 | QC | 2 | 4 | - | - | - | - | - | 6 | \$978.00 |
| | <u>SRF Deliverables:</u> Draft and Final Alternatives Analysis Report | | | | | | | | | |

Work Tasks and Person-Hour Estimates

Project: Nicollet County CSAH 23 Culvert Erosion Alternative Analysis



14735.PP

| | |
|---|-------------|
| TOTAL ESTIMATED FEE (SRF and Subconsultants combined) | \$16,430.00 |
|---|-------------|

SRF Consulting Group, Inc.

Client: Gale-Tec Engineering, Inc.

Project: Nicollet County CSAH 23 Culvert Erosion Alternative Analysis

Work Tasks and Person-Hour Estimates

Subconsultants: 0

14735.PP

| <u>TASK NO.</u> | <u>TASK DESCRIPTION</u> | <u>PRINCIPAL</u> | <u>SR. ASSOC.</u> | <u>ASSOCIATE</u> | <u>SR. PROF</u> | <u>PROF.</u> | <u>TECHNICAL</u> | <u>CLERICAL</u> | <u>TOTALS</u> | <u>EST. FEE</u> |
|--|-------------------------|---------------------|-------------------|------------------|-----------------|--------------|------------------|-----------------|---------------|-----------------|
| SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES: | | | | | | | | | | |
| | MILEAGE: | Personal Vehicles | | 0 | Miles @ | \$0.560 | | | | \$0.00 |
| | MEALS: | | | 0 | Meals @ | \$11.00 | | | | \$0.00 |
| | LODGING: | Hotel | | 0 | Nights @ | \$100.00 | | | | \$0.00 |
| | REPRODUCTION: | Copy Duplication | | 0 | Copies @ | \$0.10 | | | | \$0.00 |
| | | Color Copies | | 0 | Copies @ | \$0.35 | | | | \$0.00 |
| | | Bond Prints | | 0 | Prints @ | \$6.00 | | | | \$0.00 |
| | | Mylar Prints | | 0 | Prints @ | \$12.00 | | | | \$0.00 |
| | | | | 0 | Copies @ | \$1.00 | | | | \$0.00 |
| | COURTHOUSE COPIES: | | | | | | | | | \$0.00 |
| | PRINTING: | | | | | | | | | \$0.00 |
| | SUPPLIES: | | | | | | | | | \$0.00 |
| | COMMUNICATIONS: | Mail, Express, Etc. | | | | | | | | \$0.00 |
| | | Cell Phone Charges | | 0 | Minutes @ | \$0.30 | | | | \$0.00 |
| SRF EXPENSES: | | | | | | | | | | \$0.00 |

| SUMMARY OF COSTS: | | <u>PRINCIPAL</u> | <u>SR. ASSOC.</u> | <u>ASSOCIATE</u> | <u>SR. PROF</u> | <u>PROF.</u> | <u>TECHNICAL</u> | <u>CLERICAL</u> | <u>TOTALS</u> |
|--------------------------|---|------------------|-------------------|-------------------|-----------------|-------------------|------------------|-----------------|--------------------|
| 1 | Project Management | \$ - | \$ 608.00 | \$ 868.00 | \$ - | \$ - | \$ - | \$ - | \$1,476.00 |
| 2 | Hydrology and Hydraulic Analysis and Alternatives | \$ 370.00 | \$ 2,432.00 | \$ 3,720.00 | \$ - | \$ 6,664.00 | \$ - | \$ - | \$13,186.00 |
| 3 | Interdisciplinary Review | \$ - | \$ 1,520.00 | \$ 248.00 | \$ - | \$ - | \$ - | \$ - | \$1,768.00 |
| TOTALS | | \$370.00 | \$4,560.00 | \$4,836.00 | \$0.00 | \$6,664.00 | \$0.00 | \$0.00 | \$16,430.00 |

| SUMMARY OF HOURS: | | <u>PRINCIPAL</u> | <u>SR. ASSOC.</u> | <u>ASSOCIATE</u> | <u>SR. PROF</u> | <u>PROF.</u> | <u>TECHNICAL</u> | <u>CLERICAL</u> | <u>TOTALS</u> |
|--------------------------|---|------------------|-------------------|------------------|-----------------|--------------|------------------|-----------------|---------------|
| 1 | Project Management | - | 4 | 7 | - | - | - | - | 11 |
| 2 | Hydrology and Hydraulic Analysis and Alternatives | 2 | 16 | 30 | - | 68 | - | - | 116 |
| 3 | Interdisciplinary Review | - | 10 | 2 | - | - | - | - | 12 |
| TOTALS | | 2 | 30 | 39 | 0 | 68 | 0 | 0 | 139 |

Nicollet County Board of Commissioners
Board Meeting Agenda Item



| | | | | | | |
|---|--|--|---|---|--|--------------|
| Agenda Item: | | | | | | |
| David Drown Associates Company Presentation | | | | | | |
| Primary Originating Division/Dept.: Administration | Meeting Date: 06/08/2021 | | | | | |
| Contact: Mandy Landkamer Title: Interim County Admin | Item Type: Regular Agenda (Select One) | | | | | |
| Amount of Time Requested 15 minutes | | | | | | |
| Presenter: Gary Weiers Title: DDA Company | Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No | | | | | |
| County Strategy: Collaborative Workplace - sustain the core values of our culture (Select One) | | | | | | |
| BACKGROUND/JUSTIFICATION: Consideration of the attached documents related to the posting of the County Administrator position. Gary Weiers, David Drown Associates Company, will present concerning the attachments and also provide a review of the process. | | | | | | |
| Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None | | | | | | |
| Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No | | | | | | |
| If "yes", when? (provide year; mm/dd/yy if known) | | | | | | |
| Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A | | | | | | |
| ACTION REQUESTED: Approval of the attachments for posting of the County Administrator position. | | | | | | |
| <table style="width: 100%;"> <tr> <td style="width: 50%;"> FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify </td> <td style="width: 50%;"> FUNDING County Dollars = Other (Select One) </td> </tr> <tr> <td> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: </td> <td> Total </td> </tr> </table> | | | FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify | FUNDING County Dollars = Other (Select One) | FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: | Total |
| FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify | FUNDING County Dollars = Other (Select One) | | | | | |
| FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: | Total | | | | | |

**DDA**

Human Resources, Inc.
a David Drown Associates Company

Faribault Office:
1327 Merrywood Court
Faribault, MN 55021
(612) 920-3320 x109 | fax: (612) 605-2375
gary@daviddrown.com
www.ddahumanresources.com

June 1, 2021

Board of Commissioners
Nicollet County
501 S Minnesota Avenue
St. Peter, MN 56082

Dear Members of the Board,

We are nearing the point of posting the County Administrator position, so I will attend your meeting on June 8, 2021, to review the process and seek approval to move ahead with the search.

Attached to this memo is the draft position profile that will be discussed and modified as needed at the Board meeting. I look forward to your feedback on items that require modification.

You will see the profile includes tentative dates for the final interviews so, if possible, I would like to finalize interview dates with you at the June 8th meeting.

I am attaching the current job description that appears to be a good representation of the duties included in the position. This will not need any adjustment unless the Board determines changes are in order.

We will also begin the discussion about the final interview process. The final interviews can be done in one day or two days depending on which components the Board wishes to include in the process. Some of the options for this part of the process include the following:

- Department head interview: This is strongly encouraged
- Full Board-formal interview: This is a necessity
- Other options

There is no right or wrong approach to this, as each County has different preferences. Information regarding the interview process is provided for your information only at this time. A decision on interview components will come later in the process.

In summary, the items for discussion at the June 8th meeting include the following:

1. Position profile: Review and approve
2. Job description: Review
3. Timeline: Determine date(s) of final interviews
4. Any questions from the Board

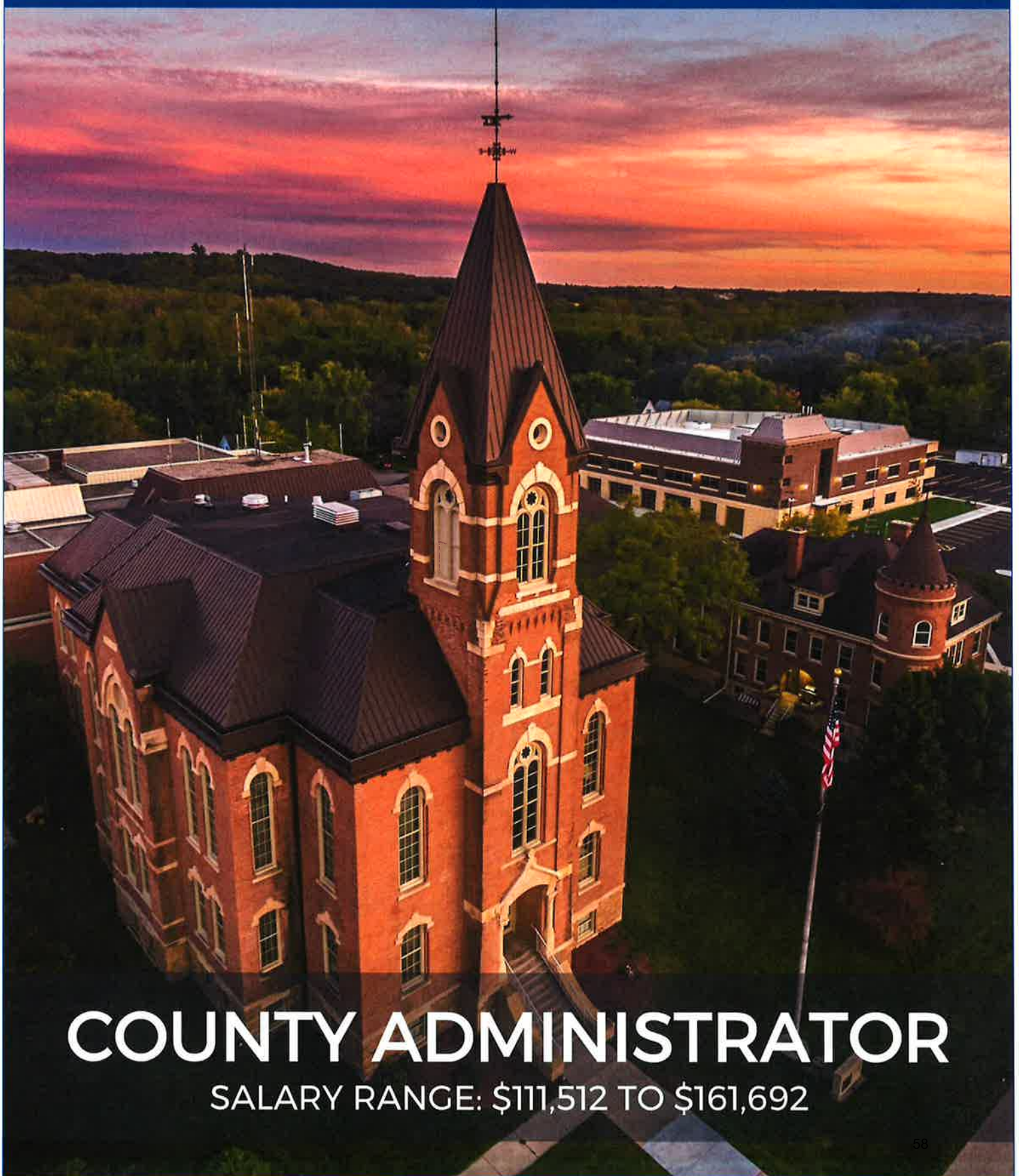
I look forward to my visit on June 8th. Thank you.

Sincerely,

Gary Weiers
Management Consultant

Attachments

- Draft Profile
- Job Description
- Draft Timeline

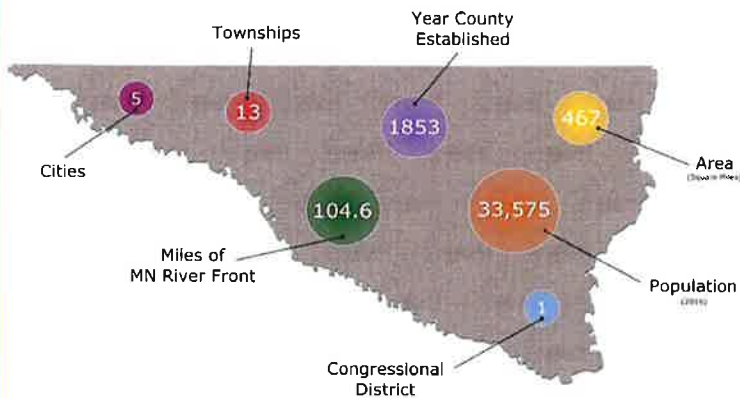


COUNTY ADMINISTRATOR

SALARY RANGE: \$111,512 TO \$161,692

THE COUNTY AND ITS COMMUNITIES

Nicollet County, named in honor of French explorer Joseph N. Nicollet, lies in south central Minnesota with over 104 miles of Minnesota River front. The County encompasses 280,866 total acres with 245,000 acres of farmland, 24,000 acres of forest land, and 12,000 acres of wetland.



With a total population of 34,323 residents, the County is composed of 5 cities and 13 townships. The cities include Courtland, Lafayette, Nicollet, North Mankato, and St. Peter. The townships include Belgrade (pop. 1,063), Bernadotte (pop. 267), Brighton (pop. 146), Courtland (pop. 604), Granby (pop. 236), Lafayette (pop. 693), Lake Prairie (pop. 674), New Sweden (pop. 282), Nicollet (pop. 517), Oshawa (pop. 518), Ridgely (pop. 106), Traverse (pop. 342), and West Newton (pop. 415).

The City of Courtland is nestled between the Cities of New Ulm and Nicollet and is just 20 miles from the City of Mankato. Surrounded by big cities, Courtland maintains its small city charm. With a population of 664, the City has several businesses that provide a number of different services to the residents of the community and surrounding area. There

are a number of events that take place throughout the year which people of all ages can enjoy.



Nicollet is a city of 1,163 residents that enjoy year-round fun and excitement. Swan Lake, located just outside of Nicollet, is the largest shallow water prairie pothole in the continental United States with 76 miles of shoreline. The Swan Lake Wildlife Management Area is one of the most significant waterfowl breeding areas in the upper Midwest. The Nicollet area also offers excellent snowmobile trails and is just minutes away from several beautiful state parks. The highlight of the year for the residents of Nicollet is Nicollet's Friendship Days. Occurring in June, the event is sponsored by the Nicollet American Legion.





THE COUNTY AND ITS COMMUNITIES- CONT'D



North Mankato is part of the urban center of the Mankato-North Mankato Metropolitan Statistical Area and is located just one hour south of Minneapolis/St. Paul with convenient access right off Highways 169 and 14. Nestled along the bluffs at the bend of the Minnesota River, North Mankato is home to 14,114 residents. In addition to the City's lively economic development scene and low cost of doing business, North Mankato offers a high quality of living. From numerous parks and trails to the home of the state renowned Caswell Park, this City offers a multitude of adventurous opportunities.



With a population of 12,033 residents, the City of Saint Peter is a warm and welcoming community that lies 10 miles north of the City of Mankato. Originally intended to be the capitol of the State of Minnesota, Saint Peter has the distinction of being home to five of its past Governors, and it also serves as the county seat of Nicollet County. The City is full of recreational opportunities that provide year-round entertainment. With many community parks, a library, a swimming pool, adult and youth leagues and programs, camping, and a number of fun annual events, Saint Peter is the ideal place to visit or call home.



As a small farming community, the City of Lafayette is situated between the Cities of New Ulm and Hutchinson. Home to 482 residents, this peaceful city is a great place to raise a family. Lafayette's Community Center serves as a great location for many functions and events that take place throughout the year from hosting meetings for extension offices, farmer's groups, Lions and Legion clubs, and Boy Scout, Girl Scout, and 4-H clubs, to the Pie & Ice Cream Socials held before the summer concerts of the Lafayette Community Band.





EDUCATIONAL OPPORTUNITIES

There are a number of high-quality educational facilities and systems serving the students of Nicollet County and the surrounding area.

The Lafayette Public Charter School District is a tuition free public charter school district started in 1999 that serves approximately 80 students in grades PreK-8th grade.

St. Peter is home to Minnesota Valley Schools, a direct intervention program where they provide individualized academic plans for students identified as needing more structure, support, and modifications. The Minnesota Valley Education District provides resources and guidance to schools and families who serve children with physical, mental, or emotional disabilities.



The Nicollet Public School District campus includes an Early Childhood Center, School Readiness program, K-4 Elementary, 5-8 Middle School, and 9-12 High School. The District enrolls approximately 350 students.



St. Peter Public School District operates one Community & Family Education site, two elementary schools, one middle school, one high school, one alternative school, and one site that provides services to students with

special needs. The District enrolls over 2,250 students throughout its facilities.



A number of private educational options are also available throughout Nicollet County. Concordia Classical Academy of North Mankato (Lutheran K-8), Immanuel Lutheran School of Courtland (PreK-8), John Ireland Catholic School of St. Peter (PreK-6), Saint Peter Lutheran School of St. Peter (PreK-8), and Trinity Lutheran School of Nicollet (PreK-8).

For those seeking higher educational opportunities, South Central College- North Mankato offers two-year associates degrees in Arts and Sciences that transfer to a four-year university. Courses are offered in person and online. With an enrollment of over 2,700 students, South Central offers over 50 academic programs.

Located in St. Peter is Gustavus Adolphus College, a highly selective, private, coed, residential liberal arts college affiliated with the Evangelical Lutheran Church in America. The college enrolls approximately 2,217 undergraduate students and sits on 340 beautifully landscaped acres.





HEALTHCARE

Mayo Clinic Health System is a community-based healthcare provider that brings the expertise of Mayo Clinic to the community and region. With clinic locations in North Mankato and St. Peter, people of all ages can find easy access to a comprehensive range of services including Behavioral Health, Chiropractic Care, Family Medicine, Laboratory services, Women's Health, and much more.



River's Edge Hospital & Clinic provides quality care to patients throughout the greater St. Peter area including Nicollet, Le Sueur, and portions of Sibley and Blue Earth Counties. In 2014, River's Edge partnered with The Orthopaedic & Fracture Clinic to form a one-of-a-kind joint replacement program called OrthoEdge. The facility also houses a Level IV Trauma Center that is open 24/7. The facility recently just completed a \$33.8 million expansion and renovation project. The finished project includes a new, secure main entrance, a new Emergency Department and Urgent Care, two new patient wings featuring 25 private patient rooms, an outpatient Infusion Therapy Center, and an inpatient Physical and Occupational Therapy gym. Existing hospital space was remodeled to expand operating rooms from two rooms to four, a new outpatient surgery center, new Rehabilitation Therapy, a café and dining service for patients, expanded laboratory space, and expanded billing and registration space.



As Minnesota's first institution of its kind, the Saint Peter Regional Treatment Center is a public rehabilitation hospital, located in Saint Peter, that specializes in the treatment of mental health, dual diagnosis, and other psychiatric disorders.



THE ORGANIZATION

Nicollet County is governed by a five-member Board of Commissioners that each represent one of five districts. A Commissioner's term of office is four years. The Board is elected to set policy, approve a budget, and establish overall goals for the County. The County Board is strategic and supportive of its staff.

The County Administrator is the chief executive officer for Nicollet County. This position reports directly to the Board of Commissioners and acts as a liaison between the County Board and County departments.

The County provides a full range of services that include Criminal Justice Services, Health & Human Services, Administrative Services, Property and Public Services, and Public Works. The organization boasts financial stability.

Nicollet County employs approximately 278 staff members and are proud to have talented and collaborative department heads. Results of an employee engagement survey found that 86 percent of County employees are fully or somewhat engaged in their work.



MISSION

Providing efficient services with innovation and accountability.

VISION

Setting the standard for providing superior and efficient county government services through leadership, accountability, and innovation to a growing and diverse society.

CORE VALUES

Leadership: Having a vision, sharing that vision, and inspiring others to support our vision while creating their own.

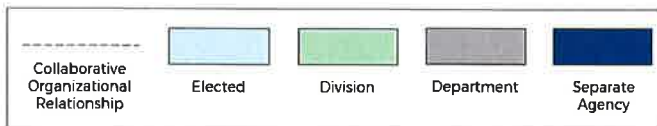
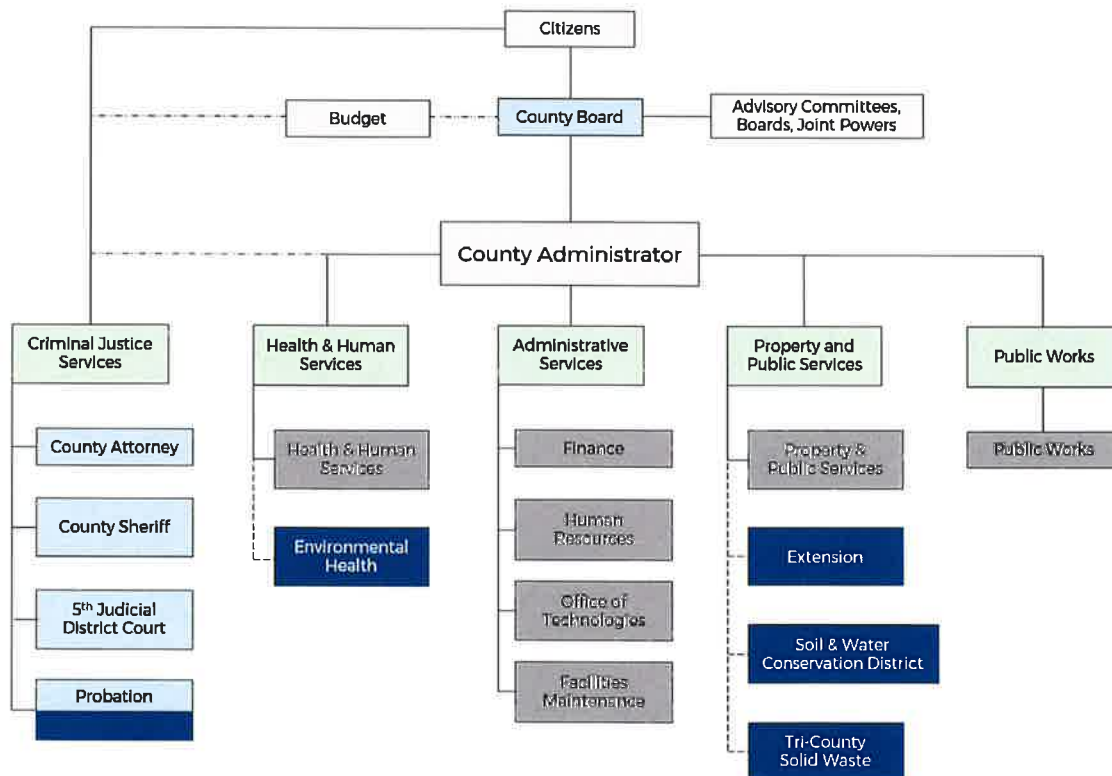
Integrity: Our decisions and actions display a consistent commitment to moral and ethical values.

Accountability: To account for our activities, accept responsibility for them, and to disclose the results in a transparent manner.

Efficiency: Our ability to do things well, successfully, and without waste.

Innovation: Our transformation of an idea into a service that creates value.

| Expenditures | 2020 Adopted Budget | 2021 Adopted Budget |
|---|---------------------|---------------------|
| General Public | 11,418,032 | 10,942,305 |
| Public Safety | 6,930,068 | 7,395,718 |
| Highway and Streets | 10,047,343 | 10,567,206 |
| Sanitation | 278,650 | 315,500 |
| Health & Human Services | 13,756,677 | 13,761,188 |
| Culture and Recreation | 120,510 | 123,297 |
| Conservation/Natural Resources | 553,010 | 587,259 |
| GO Debt Service | 2,122,813 | 2,117,163 |
| Transit | 30,981 | 33,150 |
| Economic Development | 101,462 | 113,245 |
| Housing Redevelopment Authority | 120,786 | 123,202 |
| Intergovernment - Regional Library | 110,088 | 110,088 |
| Other Sources | | |
| Designated Future Funds - Debt Services | 105,090 | 105,808 |
| Total Expenditures and Other Sources | 45,695,510 | 46,295,129 |





ESSENTIAL DUTIES OF THE POSITION

This position provides guidance to the Board of County Commissioners on policies and procedures and directs, manages, and oversees County departmental operations. This position also develops and submits the annual County-wide budget and Capital Improvement Plan to the County Board.

- Directs, manages, and oversees non-elected department heads and employees to include assigning projects and objectives, conducting performance evaluations, developing, motivating, and training, and making hiring, termination, and disciplinary recommendation. Directs, manages, and oversees the activities of all non-County Board-appointed department heads including elected and those appointed by the Courts.
- Serves as Clerk to the County Board which includes developing County Board agendas and archiving County Board minutes.
- Keeps the County Board fully advised of all County-wide activities and prepares operational reports.
- Ensures all ordinances, resolutions, and orders of the County Board are executed.
- Participates in and guides the County's strategic planning by developing short- and long-term goals and objectives.
- Recommends and submits the annual County-wide budget and Capital Improvement Plan to the County Board.
- Performs other duties of a similar nature or level.





DESIRED ADMINISTRATOR ATTRIBUTES

- Be an accomplished and proven leader who understands and values leadership and how that is different than management.
- Be an effective communicator with the County Board, department heads, staff, and the public.
- Be a good listener.
- Have a collaborative approach and work effectively with organization and community partners.
- Be passionate about Nicollet County and embrace the values, mission, and goals of the organization.
- Be caring and considerate to all.
- Be an inclusive leader and a team builder.
- Understand and appreciate input from others so that decisions are well crafted and strategic.
- Value diversity.
- Be accountable and accept responsibility of actions.
- Understand public finance.



NEW ADMINISTRATOR GOALS AND PRIORITIES

- Engage and build trust with the Board, department heads, and all County staff.
- Develop and implement strategies to be visible and accessible to all to demonstrate care and concern for all staff.
- Continue to review and enhance the employee engagement process and make needed changes.
- Develop and enhance relationships with governmental and non-governmental community and regional partners.
- Continue to work with the Board and staff on the development of plans for replacement of the main Public Works facility.
- Enhance and improve the pay for performance system.



POSITION ANNOUNCEMENT

County: Nicollet County, Minnesota

Position: County Administrator

Salary Range: \$111,512 to \$161,692

Application Deadline: 07/07/2021

Job Summary: Provides guidance to the Board of County Commissioners on policies and procedures and directs, manages, and oversees County departmental operations. This position also develops and submits the annual County-wide budget and Capital Improvement Plan to the County Board.

Minimum Qualifications: Master's degree in Public Administration, or related field, and seven years experience in local government administration at the level of a department head or an Assistant County Administrator, or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.

Apply: Visit <https://daviddrown.hiringplatform.com/63216-nicollet-county-administrator/207528-application-form/en>, and complete the process by July 7, 2021. Finalists will be selected on July 27, 2021, and final interviews will be held on August 18, 2021.

Please direct questions to gary@daviddrown.com or 612-920-3320 x109.



DDA

Human Resources, Inc.
a David Drown Associates Company

DDA Human Resources Inc.

Faribault Office

1327 Merrywood Court

Faribault, MN 55021

Phone: 612-920-3320 x109

Fax: 612-605-2375

gary@daviddrown.com

www.ddahumanresources.com



POSITION DESCRIPTION TITLE:
County Administrator

| <u>BAND</u> | <u>GRADE</u> | <u>SUBGRADE</u> | <u>FLSA STATUS</u> |
|---|--------------|-----------------|--------------------|
| E | 9 | 1 | Exempt |
| CLASS SUMMARY: This class provides guidance to the Board of County Commissioners on policies and procedures, and directs, manages and oversees County departmental operations. This position also develops and submits the annual County-wide budget and Capital Improvement Plan to the County Board. | | | |

| TYPICAL CLASS ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.) | | <u>FRE-QUENCY</u> | <u>BAND/ GRADE</u> |
|---|---|-------------------|--------------------|
| 1. | Directs, manages, and oversees non-elected department heads and employees to include: assigning projects and objectives; conducting performance evaluations; developing, motivating, and training; and making hiring, termination and disciplinary recommendations. Directs, manages and oversees the activities of all non-County Board-appointed department heads, including elected and those appointed by the Courts. | Daily 60% | E9 |
| 2. | Serves as Clerk to the County Board, which includes developing County board agendas and archiving county board minutes. | Weekly 10% | B2 |
| 3. | Keeps the County Board fully advised of all County-wide activities and prepares operational reports. | Daily 10% | D6 |
| 4. | Ensures all ordinances, resolutions and orders of the County Board are executed. | Daily 10% | D6 |
| 5. | Participates in and guides the county's strategic planning by developing short and long-term goals and objectives. | Monthly 5% | E8 |
| 6. | Recommends and submits the annual County-wide budget and Capital Improvement Plan to the County Board. | Annually 5% | E8 |
| 7. | Performs other duties of a similar nature or level. | As Required | N/B |

| |
|---|
| TRAINING AND EXPERIENCE (positions in this class typically require): Master's degree in public administration or related field and seven (7) years experience in local government administration at the level of a department head or an assistant county administrator; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above. |
|---|

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|--|
| LICENSING REQUIREMENTS (positions in this class typically require): <ul style="list-style-type: none"> None |
|--|



POSITION DESCRIPTION TITLE:
County Administrator

KNOWLEDGE (position requirements at entry):

Knowledge of:

- Managerial principles;
- Advanced public administration principles;
- Program development and administration principles;
- Applicable Federal, State and local laws, rules and regulations;
- Financial accounting principles;
- Strategic planning principles;
- Budgeting principles;
- Computers and related software applications.

SKILLS (position requirements at entry):

Skill in:

- Managing and evaluating employees;
- Analyzing complex organizational, operational, and management problems;
- Synthesizing information into reports and making appropriate recommendations;
- Applying Federal, State, and local laws, rules and regulations;
- Developing and implementing goals, objectives, policies, and procedures;
- Making program decisions based on financial considerations;
- Developing and administering budgets;
- Using a computer and related software applications;
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

PHYSICAL REQUIREMENTS:

Positions in this class typically require: talking, hearing, and seeing.

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Incumbents may be subjected to travel.

NOTE:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

CLASSIFICATION HISTORY:

Draft prepared by Fox Lawson & Associates a Division of Gallagher Benefit Services, Inc.
(GLM)

Date: (07/12)



Nicollet County
Administrator Search Timeline
June 1, 2021

| ITEM | TASK | COMPLETION DATE |
|--|---|-------------------------------|
| Decision by County Board to proceed | | April 27, 2021 |
| Information gathering | <ul style="list-style-type: none"> Gather all pertinent background information Gather salary information and review job description Meet with staff, stakeholders, and each member of the County Board | May 19, 2021 |
| Professional position profile | Develop position profile and advertisement | June 1, 2021 |
| Approve position profile | County Board approves profile, job description, salary range, and hiring process | June 8, 2021 |
| Candidate recruitment | <ul style="list-style-type: none"> Post position immediately upon approval of profile Comprehensively advertise Email and phone calls to prospective candidates | June 9, 2021- July 7, 2021 |
| Screening of applicants | DDA will review and rank applicants based on job related criteria and select semifinalists | July 8, 2021 |
| Personality Index | DDA will administer a work-related personality index to all semifinalists | July 20, 2021 |
| Video interview | Each semifinalist will complete a video interview | July 20, 2021 |
| Selection of finalists | <ul style="list-style-type: none"> County Board selects finalists for interviews DDA will notify candidates not selected as finalists | July 27, 2021 |
| Background check of all finalists | Includes: <ul style="list-style-type: none"> Criminal background: county, state, national Sex offender registry Social Security number verification Employment and education verification Credit check | August 11, 2021 |
| Reference check on all finalists | DDA will conduct reference checks with current and former employers on all finalists | August 11, 2021 |
| Intellect profile | DDA will administer an intellect profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude. | August 11, 2021 |
| Finalist packet | DDA will provide the Board information including: <ul style="list-style-type: none"> Summary of references Results of background checks Personality index reports Video interview Resumes, etc. | August 11, 2021 |
| Interviews | DDA will prepare all interview materials and be present at all interviews and other functions. It is recommended that Board interviews be at a special meeting | August 18, 2021 |
| Decision | County Board will select candidate for offer | August 18, 2021 |
| Offer and agreement | DDA will negotiate agreement with selected candidate | August 19, 2021 |
| Projected start date | New Administrator begins | September 2021 |
| Follow up | DDA will follow up periodically with the new Administrator | September 2022 |

Nicollet County Board of Commissioners
Board Meeting Agenda Item



| | |
|--|--|
| Agenda Item: American Rescue Plan Committee | |
| Primary Originating Division/Dept.: Administration | Meeting Date: 06/08/2021 |
| Contact: Mandy Landkamer Title: Interim County | Item Type: Regular Agenda (Select One) |
| Amount of Time Requested 5 minutes | |
| Presenter: Mandy Landkamer Title: Interim County | Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No |
| County Strategy: Programs and Services - deliver value-added quality services (Select One) | |
| BACKGROUND/JUSTIFICATION: Consideration of the creation of the American Rescue Plan (ARP) Committee to review and plan for investment opportunities in Nicollet County. Consideration of the appointment of Commissioners Morrow and Kemp to the ARP Committee. | |
| Supporting Documents: <input type="radio"/> Attached <input type="radio"/> In Signature Folder <input checked="" type="radio"/> None | |
| Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| If "yes", when? (provide year; mm/dd/yy if known) | |
| Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A | |
| ACTION REQUESTED: Consideration of the creation of the ARP Committee and the appointment of Commissioners Morrow and Kemp. | |
| FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify | FUNDING County Dollars = Other (Select One) |
| FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: | Total |

OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY
May 25, 2021

The Nicollet County Drainage Authority met in regular session on Tuesday, May 25, 2021 at 10:02 a.m. with Chair Terry Morrow presiding. Commissioners John Luepke, Jack Kolars, Marie Dranttel and Denny Kemp were present. Also present were Interim County Administrator Mandy Landkamer, Recording Secretary Abigail Lewis and County Attorney Michelle Zehnder Fischer.

The meeting was held via teleconference pursuant to Minnesota Statute 13D.021 due to the coronavirus pandemic. Zoom meeting technology was used to conduct the meeting.

Consent Agenda

Motion by Commissioner Kemp and seconded by Commissioner Dranttel to approve the consent agenda items as follows: approval of the May 11, 2021 Drainage Authority minutes, and consider ditch repair report 21-001 through 21-007 and 21-009 through 21-013. Motion carried with all voting in favor on a roll call vote.

Adjourn

Motion by Commissioner Luepke and seconded by Commissioner Kemp to adjourn the Drainage Authority Meeting. Motion carried with all voting in favor on a roll call vote.

Chair Morrow adjourned the meeting at 10:04 a.m.

TERRY MORROW, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

JACI KOPET
CLERK TO THE BOARD