

Board of Commissioners Agenda

April 11, 2023

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

Commissioners: Jack Kolars - Board Chair; Terry Morrow - Vice Chair; Marie Dranttel; Mark Dehen; Kurt Zins

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

1. Pledge of Allegiance
2. Silence Your Cell Phones
3. Approval of Agenda
4. Approval of Consent Agenda:
 - a. [March 28, 2023 Board Minutes](#)
 - b. [County Feedlot Officer \(CFO\) Minnesota Pollution Control Agency \(MPCA\) Annual Report](#)
 - c. [University of Minnesota Memorandum of Agreement 2022 - 2024 Addendum III](#)
 - d. [End of Probations](#)
 - e. Approval of Bills
5. Public Appearances

9:05 a.m. 6. Property Services

- a. [Minnesota LiDAR Acquisition Project](#)

9:10 a.m. 7. Public Works

- a. [Consider 2022 Budget Change Request](#)
- b. [Consider Stonebrooke Engineering ADA Transition Plan Update Proposal](#)

9:25 a.m. 8. Administration

- a. [Proclamation Recognizing April as National County Government Month](#)
- b. [Health and Human Services: Consumer Support Grant \(CSG\) Program](#)
- c. [Consideration of the AIA Document B132-2019 with Vetter Johnson Architects, Inc.](#)

9:40 a.m. 9. County Attorney

- a. [Proclamation for Crime Victims' Rights Week](#)

9:50 a.m. 10. County Attorney Update

11. Chair's Report
12. Commissioner Committee Reports, Meetings & Conferences
13. Approve Per Diems and Expenses
14. Adjourn Board of Commissioners Meeting

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

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. Integrity.
Accountability.
Efficiency. Innovation.

Board of Commissioners Agenda

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Commissioners: Jack Kolars - Board Chair; Terry Morrow - Vice Chair; Marie Dranttel; Mark Dehen; Kurt Zins

9:55 a.m. Call Drainage Authority Meeting to Order: Chair

1. Approval of Agenda
2. Approval of Consent Agenda:
 - a. [March 28, 2023 Drainage Authority Minutes](#)
 - b. [Consider Ditch Repair Report #23-001](#)
3. Public Appearances

10:00 a.m. 4. Public Works

- a. [Consider CD 83 Ditch Bank/Driveway Repair Options](#)

10:30 a.m. 5. Adjourn Drainage Authority Meeting

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.

Questions or comments regarding any Nicollet County meeting and requests to participate in any meeting can be directed to Mandy Landkamer, Nicollet County Administrator, at 507-934-7074 or mandy.landkamer@co.nicollet.mn.us.

April 11 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
April 11 – Drainage Authority Meeting, following adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter
April 12 – Nicollet Township Association Meeting, 7 p.m.; American Legion, Nicollet
April 17 – Insurance Committee Meeting, 2-3 p.m.; Nicollet Room, St. Peter
April 17 – Board of Adjustment & Appeals/Planning & Zoning Advisory Commission, 7 p.m.; Nicollet Co. Board Room, St. Peter
April 18 – Individual Dept. Head Meeting (Community Corrections), 8:15 a.m.; Nicollet County Board Room, St. Peter
April 18 – Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter
April 24 – Personnel Committee Meeting – Closed for Labor Negotiations, 1 – 3 p.m.; Nicollet County Board Room, St. Peter
April 25 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
April 25 – Drainage Authority Meeting, following adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter
April 25 – Personnel Committee Meeting, 11 – 12 p.m.; Nicollet Room, St. Peter
April 26 – Tri-County Board Meeting, 8:30 a.m.; Nicollet County Board Room, St. Peter
April 28 – BNCH Board Meeting, 8:15 a.m.; 1900 Franklin St, New Ulm, MN
May 9 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
May 9 – Drainage Authority Meeting, following adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter
May 15 – Board of Adjustment & Appeals/Planning & Zoning Advisory Commission, 7 p.m.; Nicollet Co. Board Room, St. Peter
May 16 – Individual Dept. Head Meeting (Office of Technologies), 8:15 a.m.; Nicollet County Board Room, St. Peter
May 16 – Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter
May 17 – Board Workshop – Benefits Application, 1-4 pm; Nicollet County HHS, St. Peter
May 23 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
May 23 – Drainage Authority Meeting, following adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter

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MARCH 28, 2023
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, March 28, 2023, at 9:00 a.m. Commissioners Jack Kolars, Marie Dranttel, Mark Dehen, and Kurt Zins were present. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

Motion by Commissioner Zins and seconded by Commissioner Dehen to approve the agenda. Motion carried with all voting in favor.

Consent Agenda

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the consent agenda items as follows:

1. March 14, 2023 Board Meeting Minutes;
2. End of Probations
3. Approval of Bills
4. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$195,363.01
 - b. Road & Bridge Fund - \$122,158.31
 - c. Human Services Fund - \$145,075.93

Motion carried with all voting in favor.

Public Appearances:

There were no public appearances.

Human Resources

Employee Recognition Events

Human Resources Director Larson approached the Board to ask for approval of a resolution to use a portion of county funds on various employee recognition events for 2023.

Motion by Commissioner Dranttel and seconded by Commissioner Dehen to approve the use of county funds for employee recognition events. Motion passed with all voting in favor.

Public Services

Purchase Election Equipment

Director Kopet came before the Board to request approval to purchase a DS450 central count ballot tabulator. The equipment will integrate with the election products currently used at the County and would greatly increase efficiency. American Rescue Plan funds would be used to pay for the equipment.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the purchase of DS450 election equipment. Motion passed with all voting in favor on a roll call vote.

County Attorney

Minnesota Opioid Settlement Participation Agreement and Resolution

Administrator Landkamer came before the Board to discuss the Minnesota Opioid Settlement. In 2021, the Board approved participation in the Minnesota Opioid Settlement. The amended agreement will cover settlements with Teva, Allergan, CVS, Walgreens and Walmart.

Motion by Commissioner Dranttel and seconded by Commissioner Dehen to approve the resolution and the amended Minnesota Opioid Settlement Participation Agreement and authorize the County Attorney to execute the agreement.

Additional County Attorney Information:

Attorney Zehnder Fischer shared updates from the Attorney's Office. On Monday, April 3, Stakeholders for Education Success is holding a conference that focuses on how to best provide educational resources for Gen Z and how to discuss global events that are directly influencing that population. The Food Shelf Challenge is currently in its second week and the county is actively collecting donations for the Echo Food Shelf through April 3.

Chair's Report

- Traverse de Sioux
- MVAC
- Board Workshop
- Collective Bargaining
- County Board

Commissioner Committee Reports:

Commissioner Marie Dranttel

- County Board
- Board Workshop
- Collective Bargaining

Commissioner Mark Dehen

- County Board
- Board Workshop
- EMS Joint Powers

Commissioner Kurt Zins

- County Board
- Board Workshop
- Rural MN Energy Board
- Emergency Communication Board

Approve Per Diems and Expenses

Motion by Commissioner Zins and seconded by Commissioner Dehen 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.

Adjourn

Chair Kolars adjourned the meeting at 9:19 a.m.

JACK KOLARS, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER, CLERK TO THE BOARD

DRAFT

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:						
County Feedlot Officer (CFO) Minnesota Pollution Control Agency (MPCA) Annual Report						
Primary Originating Division/Dept.: PPSPD - Property Services	Meeting Date: 4/11/2023					
Contact: Loria Rebuffoni	Title: PSD Manager	Item Type: Consent Agenda (Select One)				
Amount of Time Requested	minutes					
Presenter:	Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No				
County Strategy: Programs and Services - deliver value-added quality services (Select One)						
BACKGROUND/JUSTIFICATION: <p>Nicollet County negotiates a Delegation Agreement Work Plan with the MPCA County Feedlot program annually.</p> <p>Minn. R. 7020.1600, subp. 3a. states delegated counties must develop plans in accordance with registration, inspection, compliance, and owner assistance for the purpose of maintaining water quality and the health of the community.</p> <p>The attached CFO Report was approved by the MPCA during a 2023 review. The report shows the County surpassed inspection goals and manages the program accordingly.</p> <p>If accepted, a signature is required from the Board Chair.</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) Annually						
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A						
ACTION REQUESTED: <p>Please accept the report and sign for reporting purposes.</p>						
<table border="0"> <tr> <td> FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify </td> <td> 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
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2022 County Feedlot Officer (CFO) Annual Report

(Data for the Period: January 1, 2022 - December 31, 2022)

Revised November 2022

County: Nicollet

Phone: 507-934-7072

Contact Person: Ben Rosburg

E-Mail Address: benjamin.rosburg@co.nicollet.mn.us

Signature: _____

(Signature of County Board Commissioner)

(Date)

All data must be entered in accordance with the Annual CFO Report Guidance Document.

Except where identified, this report only addresses **non-CAFO/NPDES/SDS sites** required by 7020 to be registered.

STAFFING LEVEL						
1	FTEs - (Full Time Equivalents) supplied by the CFO(s):	1				
2	FTEs supplied by other county staff, including administrative and support staff assigned to the feedlot program:	0.5				
3	FTEs supplied through contract with other local government units:	0				
4	Total Number of FTE positions that supported county program:	1.5				
REGISTRATION (Report your current numbers - base grant numbers are displayed for reference)		Base	Current			
5	Feedlots in shoreland with 10 - 49 AU:	13	10			
6	Feedlots with 50 - 299 AU:	177	167			
7	Non-CAFO/NPDES/SDS ≥ 300 AU:	56	54			
8	CAFOs without NPDES or SDS permits 300-999 AU ("Gap Sites")	9	11			
9	Feedlots with NPDES or SDS permits:	45	42			
10	Total - Feedlots required to be registered:	300	284			
11	Total - Feedlots Eligible for Funding (FROM AGENCY BASE GRANT AWARD NUMBER)		302			
Feedlot Sites Inspected		Minimum number of FEEDLOT SITES required to register that must be inspected (7%):			21.5	
12	Number of FEEDLOT SITES that received a compliance, construction, desktop N&P, or in-field land app inspection (count in-field land app inspections as 1/2 of an inspection)	33.5				
INSPECTION REPORTING						
Types of Inspections (at sites required to be registered)		10 - 49 AU (in shoreland)	50 - 299 AU (except where noted)	300 or more AU (Non-CAFO/NPDES/SDS)		
Only count first instance of each type of inspection per feedlot						
13	Compliance inspections	1	19	7		
	13.1) How many included the optional P review			3		
14	Construction inspections	0	3	0		
	14.1) How many received a 2nd construction inspection	0	1	0		
15	Desktop N&P records inspection (P review as part of a compliance inspection should be reported in 13.1)		0	100+ AU & in DWSMA	3	
16	In-field land application inspection	0	3	3		
17	Complaint initiated inspections (any non-CAFO/NPDES/SDS)	0	2	0		
18	Routine or follow-up stockpile only inspection	0	0	0		
Other Inspection Related Info						
19	CAFO/NPDES/SDS sites inspected at the MPCA's request	0				
20	Number of feedlots inspected within shoreland or a DWSMA.	5				
21	Number of feedlots inspected within the County's priority areas as designated in the work plan.	32				
22	Number of sites inspected found to be non-compliant with water quality discharge standards.	2				
23	Number of sites inspected with 100+ AU found to be non-compliant with N and/or P requirements.	14				
INSPECTION Performance Credits (Summarized from entries above)		Total	Not PC eligible	PC eligible	PC	PC Total
NOTE: Inspections assumed to satisfy the 7% minimum are not PC eligible						
24	Compliance inspections <i>min. # of compliance inspections: 11</i>	27	21.5	5.5	1.5	8.25
25	Construction inspections	3	0	3	1	3
26	Desktop N&P records inspections	3	0	3	1.5	4.5
27	In-field land application inspections	6	0	6	0.5	3
28	Compliance inspections that include optional P review			3	0.5	1.5
29	Number of facilities that received 2 or more construction inspections.			1	0.5	0.5
30	CAFO/NPDES/SDS sites inspected at the MPCA's request			0	0.5	0
31	Complaint initiated inspections (any non-CAFO/NPDES/SDS) (only count 1 per feedlot):			2	0.5	1
32	Routine or follow-up stockpile only inspection. (only count 1 per feedlot)			0	0.25	0

Additional Performance Credit Calculations and Supplemental Information

Describe below the progress made in meeting your program year work plan inspection goals. You must provide quantitative results for each compliance inspection and land application goal listed in your work plan.

Inspection Strategy	Inspection Goal 2022	Inspections Actual
Inspections within the Middle MN Watershed	10	22
Inspections within the Lower MN Watershed	3	10
Inspections anywhere in the county on a rotational basis	9	all of the above qualify
Total	22	32

PERMITTING		Number	PC	PC Total
33	30-day construction or expansion notifications received:	0	---	---
34	Interim Permits Issued or Modified:	1	2	2
35	Construction Short-Form Permits Issued or Modified at Sites \geq 300 AU:	0	1	0
36	Public meetings held for construction or expansion to \geq 500 AU:	0	---	---
ENVIRONMENTAL REVIEW (EAW)		Number	PC	PC Total
37	EAW petitions received:	0	---	---
38	EAWs prepared by county:	0	4	0
EMERGENCY RESPONSE		Number	PC	PC Total
39	Events where emergency response was conducted: (on-site visit)	0	2	0
ENFORCEMENT ACTIONS		Number	PC	PC Total
40	Letters of Warning (LOW) issued:	3	---	---
41	Notices of Violation (NOV) issued:	0	---	---
42	Court actions commenced:	0	---	---
FEEDLOT SITE SCHEDULED COMPLIANCE (Achieved in current reporting year)		Number	PC	PC Total
43	Feedlots where a partial environmental upgrade was achieved:	0	---	---
44	Feedlots where a complete environmental upgrade was achieved:	5	6	30
LAND APPLICATION SCHEDULED COMPLIANCE (Achieved in current reporting year)		Number	PC	PC Total
45	Feedlots 100+ AU where N records requirements were returned to compliance:	0	---	---
46	Feedlots 300+ AU (or 100+ DWSMA) where N&P requirements were returned to compliance:	0	---	---
47	Feedlots 100+ AU where in-field inspection non-compliance was resolved:	0	---	---

OWNER ASSISTANCE AND OUTREACH		Number	PC	PC Total																
48	Sites visited to provide assistance	33.5	---	---																
49	Workshops/trainings hosted/sponsored by the CFO:	0	2	0																
	49.1) Total number of feedlot owners attending these events	0	---	---																
50	CFO presentations at informational or producer group events: (per event)	0	1	0																
51	Number of mailings to feedlot owners:	0	---	---																
52	Feedlot articles placed in newspapers and/or social media:	1	---	---																
Describe your workshops, trainings, newsletters, mailings, articles, or other assistance and outreach activities.																				
Date	Description																			
4-Apr	Posted to three (3) Nicollet County social media platforms: H5N1 notice																			
CFO TRAINING AND MENTORING		Number	PC	PC Total																
53	CFO - training CEUs: (Enter total training hours earned - list events below)	51	---	---																
54	Hours mentoring New CFOs (describe on a separate sheet):	40	0.25	10																
List the training events attended.																				
Date	Description	Hours																		
1/5-11/16/22	See Attachment B	51																		
OTHER PROGRAM ACTIVITIES		Number	PC	PC Total																
55	Feedlots where a MinnFARM was conducted (list sites below):	0	1	0																
56	Notifications received claiming air quality exemptions:	1	---	---																
57	Meetings with other local government and producer groups:	4	---	---																
58	Feedlot ordinance revisions likely, in progress, or completed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes describe below																		
MinnFARM completed by CFO <table border="1"> <thead> <tr> <th>registration no.</th> <th>Site Name</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>		registration no.	Site Name															Describe other county program activities not identified elsewhere.		
registration no.	Site Name																			
TEMPO DATA ENTRY - completed by MPCA staff via TEMPO review		Max Eligible PC	PC Earned																	
59	Reviewed registration files have ALL documentation uploaded to TEMPO, if applicable.	2																		
60	All four inspection files have ALL documentation uploaded to TEMPO	2																		
61	Both permit files have ALL documentation uploaded to TEMPO	4																		
62	90% of inspection data entered within 60 days of inspection	2																		

TOTAL PERFORMANCE CREDITS

63.75

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
University of Minnesota Memorandum of Agreement 2022 - 2024 Addendum III		
Primary Originating Division/Dept.: Administration	Meeting Date: 04/11/2023	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Consent Agenda (Select One)	
Amount of Time Requested minutes		
Presenter: Title:	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: <p>Consideration of the attached Addendum III to the Memorandum of Agreement (MOA) between the University of Minnesota (U of MN) and Nicollet County to hire a summer coordinator in place of the summer intern with no increase in the budget. The U of MN has been unsuccessful in hiring a summer intern at this time.</p> <p>The position is split between Sibley and Nicollet Counties. The Addendum III will remain in place for the term of the MOA or December 31, 2024.</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) 09/13/22		
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 Addendum III to the MOA between the University of Minnesota and Nicollet County.		
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	



MEMO FROM REGIONAL DIRECTOR

Request change to MOA for summer staffing

To: Nicollet County Board of Commissioners

Date: March 29, 2023

The current Memorandum of Agreement (MOA) between Nicollet County and the University of Minnesota Extension approved the hiring of a 2023 summer 4-H/Youth Development intern (college student). County funds were allocated in the Extension Department budget for a maximum cost of \$6,750.

While the posting for the internship has been available since end of 2022 and promoted locally and statewide, we have been unsuccessful in hiring a summer intern at this time.

The attached MOA Addendum III is requesting to allow UMN Extension to hire an additional summer coordinator (adult or high school graduate) at the maximum cost of \$6,750 to meet summer staffing needs.

Thank you for your consideration.

RESPECTFULLY SUBMITTED BY

Bonnie Christiansen, UMN Extension Regional Director

chri2349@umn.edu 507-920-0141



**Agreement
Between the University of Minnesota
And
Nicollet County
For providing Extension programs locally and
employing Extension Staff**

This Agreement ("Agreement") between the County of Nicollet Minnesota ("County") and Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 ("University") is effective January 1, 2022, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2022 and ending on December 31, 2024, unless earlier terminated as provided in paragraphs 9 and 10.

WITNESSETH:

WHEREAS, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

WHEREAS, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University's Director of Extension, or the Director's designee, as identified in Minn. Stat. §38.36, Subd. 3; and

WHEREAS, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

WHEREAS, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

NOW THEREFORE, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment University's state-wide Extension programs. The programs that the County will augment are detailed in Table A below.

Table A

Program/Position	FTE	2022 Price	FTE	2023 Price	FTE	2024 Price
Extension Educator, Agriculture, Food, Natural Resources	0.5	\$ 42,500	0.5	\$ 43,456	0.5	\$ 44,542
Extension Educator, 4-H Youth Development	1	\$ 76,949	1	\$ 78,681	1	\$ 80,648
Total	1.5	\$119,449	1.5	\$122,137	1.5	\$125,190

2. County recognizes that University costs for supporting these positions may increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties will agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County's funding commitment, University will be responsible for providing salary & fringe benefits for the positions, enhanced programming from regional extension educator staff, program supervision, travel (mileage, meals, and lodging), in-service training within program area, payroll, and accounting services.

The County agrees to provide local support in the form of support staff, office space, office furnishings, telephone, computer, software, internet service, storage space, and general office supplies. The University will recommend support staff responsibilities, technology needs and other office standards. Nevertheless, the level of availability and type of local support will be determined by the County as established in the annual budget.

4. University will bill the County on a quarterly basis and the County will submit payment within thirty-five (35) days of receipt of the bill. The total annual amount to be paid by the County shall be paid in four (4) equal quarterly payments.

5. During an extended leave of absence (e.g. FMLA; educational leave), the University will continue the program with regional educators and/or temporary employees with involvement and concurrence of the County. The County will be billed at the contract price and will not incur any additional charges for regional educators or temporary employees.

6. As vacancies occur (e.g. retirement, resignation), and if the County and University agree to continue to support the desired program and position, University will hire new personnel with involvement and concurrence of the County. The County will not be billed for a position during the time that position is vacant. If temporary employees are hired to continue the program during the hiring process, the County will be billed at the contract price.

7. The University will complete an annual performance evaluation of each University Extension employee working in the County and supporting the programs identified in paragraph 1. The County Extension Committee will have the option to provide input to University on such evaluation. The University in accordance with University personnel guidelines will determine salary adjustment of each University Extension employee.

8. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.34.

9. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the County Extension program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of ninety (90) days prior notice if either party desires a change in programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

10. If University or the County in good faith determines that funding is no longer available to support the programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of ninety (90) days prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County:	Mandy Landkamer 501 S Minnesota Avenue St. Peter, MN 56083
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If to University:	University of Minnesota Minnesota Extension Attn: Dean Beverly Durgan 240 Coffey Hall 1420 Eckles Avenue St. Paul, MN 55108 Facsimile No.: 612-625-6227 E-mail: mnext@umn.edu
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11. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

12. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of relating to this Agreement. University agrees to maintain these records in accordance with applicable law.

13. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices

Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

14. The University is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

15. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.


IN WITNESS WHEREOF, the parties by their respective authorized agents or officers have executed this Agreement.

COUNTY of NICOLLET

BY 
Chair, County Board of Commissioners

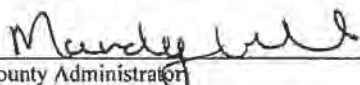
DATE 9/14/21

Regents of the University of Minnesota

BY 

DATE 9/27/2021

Approved as to form:

BY 
County Administrator

DATE 9-14-2021

BY _____

DATE _____

ADDENDUM TO
Agreement between the University of Minnesota and Nicollet County
For providing Extension programs locally and employing Extension Staff

This Addendum is made to the Memorandum of Agreement ("MOA") for providing Extension programs locally and employing Extension staff between the County of Nicollet, Minnesota ("County") and Regents of the University of Minnesota, through Extension. The Addendum will remain in place for the term of the Memorandum of Agreement and will be effective as of January 1, 2022.

Program Intern 4-H YD	2022 Price	2023 Price	2024 Price
Rate per Hour	\$15.00	\$15.34	\$15.72
Hours 40 hr/wk for 11 wk	440	440	440
Total	\$6,600	\$6,750	\$6,917

This Addendum may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Addendum may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

The parties by their respective authorized agents or officers have executed this addendum.

COUNTY of NICOLLET

Regents of the University of Minnesota

BY Elegia H. Hugg
Chair, County Extension Committee

BY [Signature]
Dean

DATE Sept 3, 2021

DATE 9/27/2021

BY [Signature]
Chair, County Board of Commissioners

DATE 9/14/21

ADDENDUM II TO
Agreement between the University of Minnesota and Nicollet County
For providing Extension programs locally and employing Extension Staff

This Addendum is made to the Memorandum of Agreement ("MOA") for providing Extension programs locally and employing Extension staff between the County of Nicollet, Minnesota ("County") and Regents of the University of Minnesota, through Extension. The Addendum will remain in place for the term of the Memorandum of Agreement and will be effective as of January 1, 2022.

Program Intern

County agrees to provide the funds identified below to support the following Extension Program Interns (college students). This table is in addition to the Program Intern table in the first addendum of the MOA.

Program Intern Ag	2022 Price	2023 Price	2024 Price
Rate per Hour		\$15.34	\$15.72
Hours 20 hr/wk for 12 wk		240	240
Total		\$3,682	\$3,773

- Ag Intern shared .50 Nicollet / .50 Sibley

This Addendum may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Addendum may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

The parties by their respective authorized agents or officers have executed this addendum.

COUNTY of NICOLLET

BY Spencer Shaw
Chair, County Extension Committee

DATE 9-14-22

BY Marie Oja
Chair, County Board of Commissioners

DATE 9/13/22

Regents of the University of Minnesota

BY Severin Dy
Dean

DATE 11/15/2022

ADDENDUM III TO
Agreement between the University of Minnesota and Nicollet County
For providing Extension programs locally and employing Extension Staff

This Addendum III is made to the Agreement and Addendum for providing Extension programs locally and employing Extension Staff between the County of Nicollet, Minnesota ("County") and Regents of the University of Minnesota, through Extension. This Addendum III will remain in place for the term of the Agreement and will be effective as of the date of execution.

County agrees that funds identified to support Extension Program Interns (college students) in the Addendum to the Agreement may be used to hire an adult summer coordinator (non-college student) if the University determines a college student cannot be identified by March 15 each year.

This Addendum III may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Addendum III may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterparts as if the original had been received.

The parties by their respective authorized agents or officers have executed this Addendum III.

COUNTY of NICOLLET

Regents of the University of Minnesota

BY Rob Moine
Chair, County Extension Committee

By _____
Dean

DATE 3-30-23

DATE _____

BY _____
Chair, County Board of Commissioners

DATE _____

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
End of Probations		
Primary Originating Division/Dept.: Human Resources		Meeting Date: 04/11/2023
Contact: Kristy Larson	Title: HR Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested	minutes	
Presenter: Kristy Larson	Title: HR Director	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>Attorney's Office County Attorney Michelle Zehnder Fischer has requested the end of probation for Roxann Klein, Assistant County Attorney, effective March 14, 2023.</p> <p>Health & Human Services Health & Human Services Director Cassie Sassenberg has requested the end of probation for Christopher Bohmer, Eligibility Worker, effective April 11, 2023.</p>		
+		
Supporting Documents: <input type="radio"/> Attached <input checked="" 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: Grant end of probationary status		
FISCAL IMPACT: Other (Select One) If "Other", specify		FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		Total

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item: Minnesota Regional LiDAR Acquisition Project		
Primary Originating Division/Dept.: PPSP - Property Services		Meeting Date: 04/11/2023
Contact: Loria Rebuffoni	Title: Property Services Supervisor	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 5 minutes		
Presenter: Loria Rebuffoni	Title: PS Supervisor	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Programs and Services - deliver value-added quality services (Select One) ▼		
BACKGROUND/JUSTIFICATION: <p>On November 22nd, 2022, PPSP Director Kopet presented the Board with the option of partnering with counties in the Minnesota River East Acquisition area to obtain high quality LiDAR (3D mapping). The new data will benefit landowners in viewing aerial information regarding their properties, the County in viewing bluff changes, as well as landowner permitting assistance, Public Works, and drainage viewing.</p> <p>Counties falling within the Minnesota River East Acquisition area have come forward offering \$15,000 as a County match. Staff proposes the source of funding is dedicated through the Buffer allocation.</p> <p>In November, Nicollet County Board of Commissioners agreed unanimously to carry out the project. The attached agreement is a formal commitment as a result of the intent to join with other counties. Staff is asking for a motion of approval for signature by Administration.</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) 11/22/22		
Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A		
ACTION REQUESTED: Consider final approval of the attached agreement with a funding commitment of \$15,000 using Reparian Protection Aid funds.		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify:		FUNDING County Dollars = \$15,000 State (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		Total: \$15,000



State of Minnesota

LIDAR Agreement

This Agreement is between the State of Minnesota, acting through its Commissioner of the Department of Information Technology Services ("State") and Nicollet County ("Governmental Unit").

Recitals

The State is in need of of partnership with local units of government to collect high definition lidar to receive matching funds from the United States Geological Survey ("USGS").

Agreement

1. Term of Agreement

- 1.1 Effective Date: March 27, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

State and Governmental Unit are partnering with the United States Geological Survey (USGS) to acquire high-resolution digital elevation data developed from airborne lidar (Light Detection and Ranging) for an area in the Minnesota River East region. The data will be used to generate Digital Elevation Models (DEMs) for use in engineering design and design reviews, conservation planning, research, delivery, floodplain mapping, and hydrologic modeling utilizing lidar technology. The data is to be acquired during spring 2023. The project area will consist of high accuracy classified bare-earth lidar data in LAS format as well as raster DEMs per project requirements.

State is serving as the fiscal agent for this project. Governmental Unit will contribute \$15,000.00 to the project. Governmental Unit will remit this amount to State. Subsequent to receipt, State will remit this amount to USGS.

Governmental Unit and State agree to share all data gathered or generated under the agreement with USGS, subject to USGS data publication restrictions.

3. Consideration and Payment

This agreement's obligation is subject to the approval of a joint funding agreement with USGS.

Governmental Unit will contribute \$15,000.00 to the project payable upon invoice by State.

The total obligation of the Governmental Unit under this agreement will not exceed \$15,000.00.

State's obligations hereunder will be completed upon remittance of the amount set forth herein to USGS.

4. Authorized Representatives

The State's Authorized Representative is Alison Slaats, Geographic Information Systems Director, Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, 651-201-3194, or their successor.

The Governmental Unit's Authorized Representative is Mandy Landkamer, County Administrator, 501 S Minnesota Ave, Saint Peter, MN 56082, 507.934.7074, or their successor.

5. Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability

Each party will be responsible for its own acts and behavior and the results thereof. State's liability is governed by Minn. Stat. § 3.736.

7. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract.

The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days’ written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement 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 must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit 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 agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State’s receiving that notice.

1. Governmental Unit

Print Name: Mandy Landkamer

Signature: _____

Title: _____ Date: _____

Partner MNIT Customer No: 100A05202

3. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

2. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider 2022 Budget Change Request		
Primary Originating Division/Dept.: Public Works-Highway Contact: Seth Greenwood, P.E. Title: PWD/Co. Eng Amount of Time Requested: 5 minutes Presenter: Seth Greenwood, P.E. Title: PWD/Co. Eng.	Meeting Date: 04/11/2023 Item Type: Regular Agenda <small>(Select One)</small> Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Facilities and Space - preserve, maintain and build our assets <small>(Select One)</small>		
BACKGROUND/JUSTIFICATION: The 2022 Budget is prepared in summer/fall of 2021. At that time, the Right of Way payments for CSAH 15 were unknown as appraisal work was just beginning. The total ROW Payments in 2022 were \$858,766. The 2022 Budget had a ROW placeholder amount of \$100,000 which amounts to a shortage of \$758,766. This request is to approve a budget amendment as follows: \$698,000 R&B Unrestricted Reserves (unspent levy from past R&B budgets that was set aside for future project expenses) \$60,766 Wheelage Tax This request is supported by the CSAH 15 Funding plan. CSAH 15 ROW Acquisition Statistics: 129.6 Acres of existing CSAH 15 Prescriptive Easement converted to Fee Title ROW 28.36 Acres of NEW CSAH 15 ROW & 63.5 Acres of Temp Easement 125 ROW Parcels and 137 Temp Easement Parcels 89 Landowners		
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: Approve 2022 Budget Amendment		
FISCAL IMPACT: Other <small>(Select One)</small> If "Other", specify: Reserves	FUNDING County Dollars = Other \$758,766 <small>(Select One)</small> Total: \$758,766	
FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments:		

Budget Change Request Form

Requestor Information

Department: Road & Bridge

Department Head: Seth Greenwood, P.E. Date: 04-04-2023

Expenditure Reallocation Request

Account Number

Account Name

Amount
Added

Amount
Reduced

[illegible]

Reason for Change Request:

Additional Appropriation Request

Account Number

Account Name

Revenue
Amount
Requested

Expenditure
Amount
Requested

10-325-000-0000-6601	Right of Way/Easement		758,766
Total			

Reason for Change Request:

2022 Budget is prepared in summer/fall of 2021. At that time, the Right of Way payments for CSAH 15 were unknown.

Total for 2022 = \$858,766 for CSAH 15. This budget amendment is for the shortage from the budget of

\$100,000 and will use R&B Unrestricted Reserves and Wheelage Tax

Approval/Denial

☐ Approved

☐ Denied

Date: _____

Administrator/Chair Signature: _____

Attach any additional information desired to support/clarify your request.

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item: Consider Stonebrooke Engineering ADA Transition Plan Update Proposal		
Primary Originating Division/Dept.: Public Works-Highway Contact: Seth Greenwood, P.E. Title: PWD/County Engineer Amount of Time Requested: 10 minutes	Meeting Date: 04/11/2023 Item Type: (Select One) Regular Agenda	
Presenter: Seth Greenwood, P.E. Title: PWD/County Engineer	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets		
BACKGROUND/JUSTIFICATION: <p>In 2019, MAPO along with Nicollet County developed and adopted a American with Disabilities Act Transition Plan for the MAPO planning area boundary and the rest of Nicollet County. The transition plan inventoried all ADA infrastructure (trails, sidewalks, curb ramps, etc) to determine if they met current ADA guidelines and to identify any areas that were barriers to access. It is required that every 5 years that the transition plan is reviewed and updated. MAPO has contracted with Stonebrooke Engineering to update the ADA transition plan within the MAPO boundaries. Blue Earth County and Nicollet County have also received proposals from Stonebrooke Engineering to provide the ADA transition plan update for the remaining county areas outside of the MAPO planning area boundary so that each County has a consistent transition plan for the entire County.</p> <p>Stonebrooke Engineering's cost proposal for Nicollet County is \$10,302.18</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 Stonebrooke's cost proposal for ADA Transition Plan Update and authorize the PW Director to approve the work order.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:	FUNDING County Dollars = \$10,302.18 State (Select One) Total: \$10,302.18	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		



Stonebrooke

**COST PROPOSAL
ADA Transition Plan**

Mankato Area Planning Organization Plan Update

CLIENT: Nicollet County						
PROJECT: ADA Transition Plan						
CONSULTANT: Stonebrooke Engineering, Inc.						
		Project Manager	ADA Expert	Project Planner	Total Hours	Total Cost (hourly rate)
Task No.	Work Task Description					
TASK 1.0	Project Management	4	0	0	4	\$376.84
TASK 2.0	Data Collection	0	2	8	10	\$550.00
TASK 3.0	Data Analysis and Policy Review	1	4	6	11	\$644.21
TASK 4.0	Public Engagement and Partnerships	0	0	0	0	\$0.00
TASK 5.0	Environmental Justice and Title VI	1	1	8	10	\$589.21
TASK 6.0	Final Plan	1	2	20	23	\$1,304.21
	TOTAL HOURS	7	9	42	58	
	HOURLY RATE	\$94.21	\$55.00	\$55.00		
	LABOR COST	\$659.47	\$495.00	\$2,310.00		
	OVERHEAD COST (152.62%)	\$1,006.48	\$755.47	\$3,525.52		
	PROFIT (12%)	\$199.91	\$150.06	\$700.26		
	TOTAL DIRECT LABOR COST	\$1,865.87	\$1,400.53	\$6,535.78		\$9,802.18
EXPENSES (printing, plan set, mileage, etc.)						\$500
SUBTOTAL PROJECT FEE						\$10,302.18

OH rate 152.62%
Profit 12%

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Proclamation Recognizing National County Government Month - April 2023		
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Adminisitrator Amount of Time Requested: 5 minutes Presenter: Mandy Landkamer Title: County Administrator	Meeting Date: 04/11/2023 Item Type: Regular Agenda <small>(Select One)</small>	
Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No		
County Strategy: Programs and Services - deliver value-added quality services <small>(Select One)</small>		
BACKGROUND/JUSTIFICATION: Each year the month of April is recognized as National County Government Month. Each day the nation's 3,069 counties provide essential services to more than 300 million people. Since 1991, the National Association of Counties (NACo) has encouraged counties to use National County Government Month as a time to elevate awareness of county responsibilities, programs, and services.		
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) 2022		
Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A		
ACTION REQUESTED: Approve the Proclamation Recognizing National County Government Month - April 2023.		
FISCAL IMPACT: No fiscal impact <small>(Select One)</small> If "Other", specify:	FUNDING County Dollars = State <small>(Select One)</small>	
FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:	



National County Government Month - April 2023 "Counties RISE!"



WHEREAS, the nation's 3,069 counties serving more than 330 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of our residents' lives; and

WHEREAS, Nicollet County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, under the leadership of National Association of Counties President Denise Winfrey, NACo is demonstrating how "Counties RISE!," demonstrating exemplary Resiliency, Inclusion, Solvency, and Empowerment; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

WHEREAS, the Nicollet County Board of Commissioners and all Nicollet County employees are committed to fulfilling the County's mission statement by "providing efficient services with innovation and accountability"

NOW, THEREFORE, BE IT RESOLVED THAT, the Nicollet County Board of Commissioners, do hereby proclaim April 2023 as National County Government Month and encourage all county officials, employees and residents to recognize and celebrate the services provided by county government.

Dated this 11th day of April, 2023.

Jack Kolars, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Health and Human Services: Consumer Support Grant Program						
Primary Originating Division/Dept.: Health and Human Services Contact: C. Sassenberg Title: HHS Director Amount of Time Requested: 5 minutes Presenter: Mandy Landkamer Title: County Administrator	Meeting Date: 04/11/2023 Item Type: Regular Agenda <small>(Select One)</small> Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No					
County Strategy: Programs and Services - deliver value-added quality services <small>(Select One)</small>						
BACKGROUND/JUSTIFICATION: <p>During the COVID-19 public health emergency, Personal Care Assistance agencies were temporarily allowed to hire parents, step-parents, spouses, and legal guardians of minors to provide PCA services to individuals enrolled in Minnesota Health Care Programs. With this ending, there will be a significant gap in an already challenging staffing crisis for families. Health and Human Services is requesting to move forward a Consumer Support Grant (CSG) program which would allow for families to continue this service. The CSG program would provide monthly cash grants to children and adults living at home with a functional limitation. Individual client budgets are approved at the state level based on an assessment and managed by a fiscal management service. CSG is a state-funded alternative to the Medical Assistance home care services of Personal Care Assistance, Home Health Aide, and Home Care Nursing. The program is designed to:</p> <ul style="list-style-type: none"> Allow the consumer to develop and direct individualized supports with more control, flexibility, and responsibility. Promote local program management and decision-making. Encourage the use of informal and typical community supports. Foster consumer independence and access to culturally-appropriate care. <p>We are still in the process of developing final procedures and forms. A draft is attached. +</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 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 for the the development of the Consumer Support Grant program.						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: No fiscal impact <small>(Select One)</small> If "Other", specify: </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = 0 Other State Funded <small>(Select One)</small> </td> </tr> <tr> <td style="vertical-align: top;"> FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments: </td> <td style="vertical-align: top;"> Total: </td> </tr> </table>			FISCAL IMPACT: No fiscal impact <small>(Select One)</small> If "Other", specify:	FUNDING County Dollars = 0 Other State Funded <small>(Select One)</small>	FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:
FISCAL IMPACT: No fiscal impact <small>(Select One)</small> If "Other", specify:	FUNDING County Dollars = 0 Other State Funded <small>(Select One)</small>					
FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:					

Nicollet County Consumer Support Grant (CSG) Procedure

I. PURPOSE

The Nicollet County Consumer Support Grant (CSG) provides monthly cash grants to children and adults living at home with a functional limitation. CSG is a state-funded alternative to the Medicaid home care services of Personal Care Assistance (PCA), Home Health Aide (HHA), and Home Care Nursing (HCN). The program is designed to:

- Allow consumer to develop and direct individualized supports with more control, flexibility, and responsibility.
- Promote local program management and decision-making.
- Encourage use of informal and typical community supports.
- Foster consumer independence and access to culturally-appropriate care.

II. AUTHORITY

Minn. Statutes, Section 256.476 provides the legislative authority for the Consumer Support Grant.

III. PARTICIPATION CRITERIA

Participants must have a Nicollet County assigned worker and be Nicollet County's financial responsibility.

- A. A person, their parent(s) if a minor child, and/or legal representative may apply for a Consumer Support Grant, and must:
1. CSG participants must be on fee for service Medical Assistance (MA) or TEFRA.
 2. The person is eligible for and has been approved to receive PCA, HHA, and/or HCN services under Medical Assistance (MA) determined by Minn. Stat. 256B.0625, 256B.0651, and 256B.0653.
 3. With whomever they choose, the person will develop, revise, and update, as required/needed, a Client Driven Support (CDS) Plan, identifying and explaining how the funds will be used.
 4. Be able to direct and purchase his/her own care and supports or have a family member, legal representative, or other authorized representative is available and willing to purchase, arrange, and direct care on the person's behalf.
 5. Select a Fiscal Management Services (FMS) provider to assist with employer-related and other financial responsibilities.
 6. Live in their own or family home. These homes are natural home settings, not licensed by the Department of Health or Human Services.
 7. Plans for people who qualify for HCN levels of support must be submitted to and approved by the MN Department of Human Services Disability Services Division.
**See HCN Plans below*
- B. Persons may not concurrently receive CSG (Consumer Support Grant) if they are:
1. Participating in any Home and Community-Based waivers (EW, CAC, CADI, BI, and DD).
 2. Receiving Alternative Care services under MN Statute 256B.0913.
 3. Receiving Personal Care Assistance, Home Health Aide, and/or home care nursing services.
 4. Residing in an institutional or congregate care setting.
 5. Receiving medical coverage through any of the State's managed care programs (i.e., Prepaid Medical Assistance [PMAP] or Minnesota managed care programs for seniors (MSHO/MSD+) because of a possible overlap in coverage.

6. Receiving Family Support Grant.
7. A recipient (or their authorized presentative) who has had their eligibility restricted at any time by the Primary Care Utilization Review.

IV. PROGRAM DESCRIPTION

CSG funds are used to purchase a variety of goods, supports, and services beyond the usual home care categories. The services or items must:

- Provide the supports needed for the person to live in their own home AND relate to the support of the person with functional limitations.
- Each service and item purchased with a support grant must meet all the criteria outlined in the CSG Budget Agreement. **Examples of reimbursable expenses include:** personal care assistant services, companion services, respite care, modifications of home and vehicle to increase accessibility or safety, adaptive aids, special equipment, family counseling, transportation, and chore services.

Note: Refer to the CSG Expense Categories and Expense Definitions for further clarification.

A. INDIVIDUAL BUDGETS:

The monthly amount of a Consumer Support Grant is determined by the Minnesota Department of Human Services (DHS). It is based on the client's need for assistance in activities of daily living, behavior challenges, and/or complex health needs as determined by the MnCHOICES assessment home care assessment rating. Reassessments are conducted annually.

Nicollet County translates the monthly grant amount into an annual budget with which clients make their plans. A change in the number and/or types of needs related to activities of daily living, behavior, and/or complex health conditions will result in a change in budget.

1. Enhanced budgets are available for persons at initial/reassessment who are eligible for at least 10 hours of state plan PCA per day and whose worker has completed qualifying trainings.
2. Persons transferring from a waiver must obtain an MA Health Status (home care/PCA and/or HCN) assessment rating, terminate their waived services, and use their home-care rating as the basis for their monthly CGS grant.

B. HOME CARE NURSING (HCN) PLAN:

People who require HCN have more complex medical conditions, necessitating a HCN Plan and HCN assessment rating to determine the CSG budget. Criteria to be followed in the CSG is below:

1. Backup plan to account for absence of usual support providers
2. Participant or responsible party has signed HCN participant agreement, documenting understanding of the ability to return to the program of origin, and assumption of increased risks.
3. Evidence of role of qualified professional
4. Monthly county site visits to monitor the safe, independent living of participant and status of support network
5. A regular respite plan for support providers
6. Report of MD belief that informal providers have been trained to care for participant
7. Specific description of all formal and informal support providers
8. Specific description of necessary medical support.

V. CONSUMER RESPONSIBILITIES

A. INITIAL APPLICATION PROCESS:

1. Obtain Medical Assistance eligibility.
2. Complete a MnCHOICES assessment with Nicollet County.
3. Complete *CSG Support & Expenditure Plan* and obtain county approval.
4. Review and sign *CSG Release from Liability*.
5. Complete *CSG County Approval of Payment to Parent of Minor to Provide PCA Services, CSG Designation of Authorized Representative, and Private-Duty Nursing Consumer Agreement (if applicable)*.
6. Notify the current home-care agency to terminate service agreement in the month **prior** to the CSG start date by completing a *Request to End Home-Care Services*.
7. Pass an initial background check with Net Study 2.0

B. ACCESSING FUNDS:

Following approval of the CSG Plan, funds are disbursed by the Fiscal Management Services provider (FMS). Approved support, services and goods will be paid by an agency on the client's behalf. Clients choose an FMS agency from a list of contracted agencies. The client will submit timecards for payment of staff, and receipts/bills or other appropriate documentation to the agency for reimbursement of other non-payroll expenditures. FMS's will only disburse funds according to the approved plan. Requests for payment for items or services not in the approved plan will be denied. Fees for the FMS services are paid from the individual budget. [Financial management service / Minnesota Department of Human Services \(mn.gov\)](https://www.mn.gov/human-services)

C. HIRING AND PURCHASING

When hiring individuals to provide support the client is responsible for complying with applicable federal and state laws (e.g., FICA, workers' compensation, unemployment, withholding). The FMS offers an employment model, the payroll model, where the person using CSG is the employer of his/her support workers. The FMS provider:

- Submits claims to the state for services, supports and goods
 - Helps the person hire and pay his/her workers
 - Pays and files taxes on the person's behalf
 - Pays workers' compensation on the person's behalf (if necessary)
1. **Support:** Expenditures associated with:
 - a. Hiring a person(s) or agency to provide care for the client.
 - b. Hiring a person(s) or agency to provide training and/or assistance for the client, family members/primary caregiver(s) and/or staff.
 - c. Reimbursed expenses for the caregiver, such as mileage and activity costs.
 2. **Generic Services:** Services available to the general public used for a disability specific reason.
 3. **Goods:** Items purchased for disability specific purposes.

D. ONGOING MANAGEMENT

1. Maintain Medical Assistance (MA) eligibility.
2. Maintain a record of all grant expenditures.
3. Keep receipts for all grant expenditures.
4. Participate in semiannual reviews with case manager/CSG coordinator the first year of receiving CSG.

5. Participate in a minimum of an annual CSG review and case manager/CSG coordinator after first year.
6. It is each consumer's/legal representative's responsibility to inform their case manager of any issue which might affect their eligibility and participation in the CSG program.
7. Consumers in the CSG program will continue to receive county case management services. However, by participating in the CSG program, consumers or their authorized representative are assuming primary responsibility for the arrangement and payment of their consumer support grant services.
8. If you have exceeded your allocation and lose eligibility during the year, you will be responsible for repayment to the FMS.

E. ANNUAL REVIEWS:

- Complete and sign the CSG Support & Expenditure Plan.
- Complete CSG County Approval of Payment of Parent of Minor or spouse to provide services, CSG Release from Liability, CSG Designation of Authorized Representative, Home Care Nursing Consumer Agreement (as applicable).

F. Use of an Authorized Representative

If the County determines that a consumer is unable to direct his/her own care or manage his/her own supports, an authorized representative must be designated before the CSG grant can be issued. The authorized representative must be chosen by the consumer or the consumer's legal representative. If the consumer refuses to cooperate in the authorization of a representative, the support grant will not be approved.

The responsibilities of the authorized representative must be documented and signed by the consumer, legal guardian, and the authorized representative. A copy will be maintained in the case file. Responsibilities include:

- Purchase of supports.
 - Completion of forms.
 - Provide verifications.
 - Appeal county decisions.
 - Manage consumer benefits.
 - Exercise same rights and responsibilities as consumers.
1. Authorized representatives must meet all of the following criteria:
 - a. Be at least 18 years of age;
 - b. Be authorized in writing to act on behalf of consumer; and
 - c. Have sufficient knowledge of consumer's circumstances to provide information necessary to the administration of the grant in a manner that guarantees the health and safety of the consumer.
 2. The following individuals may **NOT** act as the authorized representative for a consumer:
 - a. Members of the county board;
 - b. County workers; or
 - c. Special investigative staff.

G. Expenditures and Guidelines

1. All expenditures of CSG funds must be in accordance with conditions outlined in the CSG Participation Agreement and the approved CSG Budget Agreement.
2. Unexpended funds may not be carried over from year to year.
3. MN Statute 256.476 requires each service and item purchased with the support grant must:
 - a. Be over and above the normal cost of caring for the person if the person did not have functional limitations;
 - b. Be directly attributable to the person's functional limitations;
 - c. Enable the person or the person's family to delay or prevent out-of-home placement of the person;
 - d. Be consistent with the needs identified in the CSG Budget Agreement;
 - e. Have a reasonable expectation of addressing identified outcomes and health and safety concerns and the health, welfare, and/or safety of the consumer is dependent on the expenditures;
 - f. Not be duplicative of other services;
 - g. Fall within a customary range for similar supports, goods, or services and represent a cost-effective strategy for meeting needs;
 - h. Be defensible to the taxpayer and to the funding source, as determined by applicable state-set program policies and guidelines and the Nicollet County Expenditure Guideline for CSG Funds;
 - i. Be those for which there are no other public or private funds available to the person or person's family. Fees assessed to the person or the person's family for health and human services are not reimbursable.
 - j. For special diets, these must be prescribed by a health care provider. The need for such will be verified initially and at each recertification, or more often, if warranted. Plan amounts authorized for special diets will be based on the difference between the recipient's estimated expense and amounts allowable under the Official USDA Food Plans U.S. Average Thrifty Plan. All purchases must be supported by receipts. When a client requests payment for more than one diet, the following guidelines will be applied to determine payment:
 - If the recommended diets overlap one another with respect to their dietary components, the amount indicated from the more costly of the diets will be allowed.
 - If there is no overlap in the recommended dietary components of the prescribed diets, both diets will be allowed payment.
 - If a doctor prescribed diets which are mutually exclusive, adequate clarification must be received from the health care provider who prescribed both diets.
4. Payment through the CSG of a parent of a minor child or spouse to provide PCA services will be considered an allowable expenditure if one of the following criteria is met:
 - a. Parent or spouse resigned from full-time/part-time employment to provide care to the child/individual.
 - b. Parent or spouse changed from full-time to part-time employment to care for child and compensation was reduced as a result.
 - c. Parent or spouse took leave of absence without pay to care for child/individual.

- d. Parent or spouse is needed to provide care because of labor conditions, special language considerations, or intermittent hours of care.
Note: If there is an active child protection or vulnerable adult investigation or substantial abuse by the paid parent/spouse, they will be excluded from the program.

- 5. Payment through CSG of the legal guardian or spouse of a consumer for the provision of direct support is allowed. When a parent of a minor, relative, friend, spouse, or legal guardian of a consumer is the paid employee, that individual must be paid at a rate not to exceed the Department of Human Services' PCA fee for service rate, for a maximum of 40 hours per week and must keep a work schedule and log of hours worked for review upon County request. If both parents of a minor are paid to provide direct support, their combined paid time may not exceed 40 hours per week. All expenditures must be authorized through the CSG plan.
- 6. If the person wishes to spend CSG funds in areas or in a manner different from that documented on the CSG plan, prior approval must be obtained from the person's case manager. The approved CSG plan is considered to be the plan in effect until approvals for changes have been received. A written revision in the CSG plan and approval from the case manager must be done in the following circumstances:
 - a. A new expenditure is added to or deleted from the CSG Budget Agreement.
 - b. The annual budget amount changes (cost-of-living increases granted by the State are exempt).
 - c. Funds are moved from one category to another in the CSG Budget Agreement.
- 7. Upon mutual agreement of a change, the case manager will revise the CSG Budget Agreement, obtain necessary signatures, and assure that copies are given to the consumer and to the designated unit staff person.
- 8. The case manager will review all initial CSG Budget Agreements. The case manager, at his/her discretion, may seek a review of an individual expenditure from the supervisor. A decision to deny expenditure(s) may be reviewed a second time by the supervisor upon the written request of the consumer. A denial by the case manager and supervisor may be appealed through the Minnesota Department of Human Services in accordance with state law.
- 9. Reward items for consumers involved in a behavior program must be included in a behavior plan approved by an appropriate specialist. Cash cannot be used as a reward item.
- 10. All plans must include a 5 percent county administration fee as allowed by DHS as well as applicable financial management service fees.

H. Misuse of Grant Funds

If there is a suspicion or evidence of misuse of grant funds (i.e., spending funds outside of an approved plan without prior approval or refusing to return unexpended funds), the County will proceed as follows:

- 1. The County, through the case manager, will collect all pertinent documentation (including receipts, logs, reports, etc.) for review.

2. The review will be conducted by the case manager.
3. If misuse of funds has occurred, the case manager will send a letter to the consumer outlining the findings of the review.
4. If the consumer refuses to repay misused grant funds, the County collections department will take legal action to obtain repayment.
5. Consequences for consumers who have misused grant funds or who have neglected or refused to repay misused funds may be one or more of the following depending on the severity of the misuse:
 - Training in the area of plan development, financial management, consumer responsibilities, etc.
 - Termination of the CSG grant.
 - Return to traditional MA PCA, HHA, and/or HCN services.

I. Grant Award Period

Community Support Grants are provided monthly over a year. A MnCHOICES assessment is then conducted annually as part of the redetermination of grant eligibility. Before a grant begins, a consumer must meet County determination of eligibility. Initial CSG recipients will need to have a current MnCHOICES assessment, an approved budget agreement, and completed applicable consent forms by the 15th of the month in order for the grant to begin in the following month. If funds are misused or unaccounted for, recovery action will be taken by Nicollet County and the State of Minnesota. CSG funds cannot be carried over from one fiscal year to another. Goods and services must have been purchased and received during the plan year to be considered expended in that year.

J. Reporting of Grant Expenditures

Each consumer or his/her authorized representative must keep receipts and a record of all grant expenditures. Semiannual reviews are completed during the first year. The County case manager will review the record of CSG expenditures and related receipts minimally on an annual basis thereafter. If funds are misused or unaccounted for, recovery action will be taken by Nicollet County and the State of Minnesota.

VI. **CASE MANAGEMENT RESPONSIBILITIES**

A. Temporary Out-of-Home Placement

For consumers who enter temporary out-of-home placement for 60 consecutive days or less, the grant will be prorated. For consumers who enter temporary out-of-home placement over 60 days, the support grant must be terminated. Upon return to the home, the consumer may reapply for the grant with dollar amounts based on the DHS allocation grid.

B. Move to Another County

The Consumer Support Grant is not an excluded-time service. When a CSG recipient moves to another county in Minnesota which is participating in the CSG and at the point where the county assumes financial responsibility, the designated county representative will transfer the case to the new county and notify the Minnesota Department of Human Services.

C. Termination of Grant

The Consumer Support Grant will be terminated when:

1. The consumer moves out of state
2. The consumer enters a nursing home, licensed foster care facility, or other institutional setting for more than 60 consecutive days.
3. The consumer's ability to direct his/her own care diminishes to a point where he/she can no longer do so and there is no responsible person available to do it

- for them.
4. The consumer needs an authorized representative to manage their services and there is no one available to perform that function.
 5. The consumer refuses services.
 6. The consumer no longer meets all the eligibility criteria for the CSG program (including background checks).
 7. The consumer or his/her representative misuses or refuses to use the Consumer Support Grant to pay for the services identified in the CSG Support & Expenditure Plan.
 8. The consumer or his/her representative refuses to provide specific documentation of how CSG funds were spent after requested to do so by the County representative.
 9. The consumer has two times within a 30-day period refused to schedule an appointment for reassessment or has failed to keep 3 scheduled appointments for assessment or reassessment within a 30-consecutive-day period.
 10. The consumer chooses to return to his/her former service program.
 11. There are immediate health and safety concerns.
 12. The consumer dies.

D. APPEALS

Consumers have the right to appeal a denial, suspension, or termination of services under this program pursuant to MN Statute 256.045, Subdivision 3.

SEE ALSO: APPENDIX A-H Consumer information and fillable forms

Nicollet County Consumer Support Grant

Expense Categories

Adult Day Services

Adult day services are available to persons who are 18 years of age or older and encompass both health and social services which are needed to ensure their optimal functioning.

Assistive Technology

Includes devices, equipment, or services which improve a recipient's ability to perform activities of daily living, control or access the environment, or communicate. This service may include an evaluation for an assistive device, equipment rental during a trial period, obtaining and customizing devices. It can include training and technical assistance to the person, caregivers, and staff to teach the person how to use the device or equipment. Maintenance and repair costs for assistive technology devices are allowable.

Software that is specifically designed to increase a recipient's ability to communicate within his/her environment (e.g., Boardmaker, Fast Forward) is allowable. For educational software, see Non-Specialized Equipment category.

If a digital camera meets the above definition and it meets the recipient's needs in activities of daily living or functional communication, it is allowable. CSG will pay for one camera per household every 5 years.

If a computer or electronic tablet meets the above definition and it meets the recipient's needs in activities of daily living and functional communication, it is allowable. Either a computer **OR** an electronic tablet can be purchased every 3 years. We recommend researching which option works best for the recipient before making a request. Research with teachers, therapists, etc., on the best option based upon the recipient's needs and plan ahead on what would be needed over the upcoming 3 years. After you choose which is best, the guidelines are:

Computers: Are allowed and can be purchased **once within a 3-year span**. Computer-related expenses are allowed.

OR

Electronic Tablets (iPad, Kindle Fire):

Device must be justified, a responsible use of dollars, and specific to recipient (i.e., used by recipient to increase skills, communication, educational supports, etc.). Device, along with what type of applications to be used, needs to be recommended in writing by a professional outside of family (such as a therapist, teacher, or doctor) that provides services to the recipient.

Either a computer or an electronic tablet can be purchased once within a **3- year span but not both**. **Written recommendation must be attached to**

the plan in order to be considered. Additional funds may be allocated towards applications. Recommendations may be from OT, speech pathologist, PACER, etc. If the device will be used for augmented communication only, MA should be explored as a method of payment.

Caregiver Training and Education

Caregiver training and education is a service provided to a caregiver of a consumer which enables the caregiver to deliver care in the home-setting with high levels of quality. Training may include transfer and lifting skills, nutrition, personal/physical cares, mental health, home security, behavioral management, long-term care decision-making, care coordination, and family dynamics. Registration fees, conference materials, and mileage reimbursement (excluding out-of-state travel) is allowable.

Training and education of caregivers is provided by health care professionals (such as public health nurses, registered nurses, and licensed practical nurses). Vocational and technical schools offering sources (such as home health aide and certified nursing assistant training) may also provide training and education. The cost of training/seminar and meals during training/seminar within the state of Minnesota may be approved if training relates to the recipient's special needs. Training outside the state of Minnesota is typically not approved but may be considered if there is a rare diagnosis/treatment and no in-state training is available.

Chore Services

Chore services are needed to maintain the home in a clean, sanitary, and safe environment. This includes heavy household chores (such as washing floors, windows, and walls; tacking down loose rugs and tiles; moving heavy items of furniture in order to provide safe access inside the home; and shoveling snow to provide access and egress.

Community Activities

Specifically for individuals with disabilities (e.g., Special Olympics, Miracle League Baseball, Project Power, adapted sports) are allowed. Individual health and fitness memberships, community education classes, and tutoring are allowed when they are needed as a direct result of the individual's functional limitation. The cost difference between individual and group swimming lessons is allowed when individual lessons are needed. Payment for a health club membership is only allowed for consumers over age 18.

Activities **not** related to the recipient's disability (those typically paid for by parents/caregivers of non-disabled people) are not fundable. Family activities are parental responsibility unless there is an expense related to the disability that is above and beyond typical family expenses.

To fund consumer activities, a skill-building plan must be described in the support plan which outlines the goals, training, and frequency of activity. Related staff time and mileage for such activities may also be fundable. The cost difference between individual and group swimming lessons are allowed when individual lessons are needed. Payment for a health club membership is only allowed for consumers over age 18.

Membership to disability-specific organizations is allowed when parent training and education is provided.

Companion Services

Companion services consist of non-medical care, supervision, and socialization provided to an adult with functional limitations. A companion may assist with such tasks as meal preparation, laundry, and shopping but does not perform these activities as discrete services. A companion may also perform light housekeeping tasks which are incidental to the care and supervision of the consumer and may accompany the individual into the community. Companion services are provided in accordance with a therapeutic goal in the individual service plan; they are not merely diversionary in nature.

**Consumer Support
Grant Expenses**

Costs that you incur administering your CSG dollars (such as liability insurance, unemployment compensation, fees to attend training about managing your care and/or your CST, and fees paid to a fiscal agent to perform payroll services).

Daycare

After-school or weekend daycare expenses for recipients who, because of their disabilities, are not able to remain at home unsupervised (as would a similar-aged person without disabilities) are allowed.

Education

This category includes the cost of educational programs and services that are not available through the recipient's local education agency or are necessary in addition to those provided by other sources. Items which parents would either be expected to provide or have the option of providing if their child did not have a functional limitation are not allowable. Homeschooling costs are not fundable. Education is considered the school's financial responsibility.

**Family Counseling and
Training**

Family counseling and training include services for the consumer as well as the family with whom he/she lives or who routinely provide care. Family is defined to be the persons who live with or provide care to a consumer and may include spouse, children, friends, relatives, foster family, or in-laws.

Training is the purpose of increasing the consumer's or family member's capabilities to maintain and care for the consumer in the community. It includes use of equipment and treatment regimes as specified in the care plan. Periodic training updates may be necessary to safely maintain the consumer in the community. Counseling may include helping the consumer and/or his/her family members in crisis, coping strategies, stress reduction, nutrition, and managing the recipient's care. All MA-billable providers must be explored prior to the use of CSG dollars.

Home-Delivered Meals	A home-delivered meal is an appropriate, nutritionally-balanced meal served in the home of a Consumer Support Grant recipient. Home- delivered meals will be provided to consumers who are unable to prepare their own meals and for whom there are no other persons available to do so or where the provision of a home-delivered meal is the most cost- effective method of delivering a nutritionally-adequate meal. Modified diets (where appropriate) will be provided to meet the consumer's individual requirements. The CSG will not supplant other funding sources. Whenever the consumer is eligible, the cost of the home-delivered meals will be met with Title IIIC of the Older Americans Act.
Homemaker Services	Homemaker services include meal preparation, routine household care, shopping and errands, assisting with daily activities, arranging transportation, providing emotional support and social stimulation, and monitoring safety and well-being. This service can only be provided when the primary caregiver is temporarily absent or is physically unable to manage the home and care for others in the home. A health care provider statement indicating restrictions/physical inability to manage the home may be requested.
Skill Development	Services directed at the development and maintenance of community living skills and community integration. Services may include supervision, training or assistance to the consumer with self-care, communication skills and socialization, sensory/motor development, reduction/elimination of maladaptive behavior, community living, and mobility.
Medical	Allowable medical expenses are those which are not reimbursable through private insurance, Medical Assistance, or other private social services funds. Therapy expenses include alternative therapy provided by a licensed/certified professional. Alternative therapies require an annual prescription by an MA-enrolled health care provider.
Medication	Medication expenses include the cost for prescription and nonprescription substances which are needed due to the recipient's functional limitations and are not reimbursable through other funding sources (such as MA or private insurance). These require an annual prescription/recommendation by an MA-enrolled physician.

Modification and Adaptations of Home

Home modifications include physical adaptations to the home which are necessary to ensure the health, welfare, and safety of the individual or which enable the consumer to function with greater independence in the home. A home assessment to evaluate the need and make appropriate recommendations can be funded.

Such adaptations may include the installation of ramps and grab bars; widening of doorways; installation of visual and/or tactile signaling devices (such as door alarms, baby cry signalers, and doorbells); modification of bathroom facilities; etc. Adaptations or improvements to the home (carpeting, roof repair, central air conditioning, etc.) which are not of direct medical or remedial benefit to the consumer are excluded.

Modifications and adaptations also include modifications to vehicles which will allow the individual to function with greater independence in the community. Such modifications may include wheelchair lifts, adapted seating, door widening, door handle replacements, wheelchair securing devices, etc. Examples of adaptive equipment include adaptive furniture and utensils. Vehicle and home modifications must have a signed Vehicle & Home Modification Agreement Form by the consumer/responsibility party on file. Funds may be utilized to pay for fence that will provide adequate freedom of movement while ensuring the safety of the consumer. A fence does not replace the need for supervision.

Nutrition Services

Nutrition counseling includes one or more individual sessions in which a registered dietitian or registered nurse provides advice or guidance in solving a client's diet-related health problems. Examples include planning diabetic meal patterns to meet client needs, therapeutic diet suggestions for clients who are chronically underweight, have had severe weight loss, have difficulty chewing or swallowing, weight reduction diets, etc.

Nutrition education is an individual or group event which provides formal or informal opportunities for individuals to acquire knowledge, experience, and skills about foods and nutrition. Examples of class topics are wise food choices while grocery shopping, food selection and preparation, methods for therapeutic diets, menu-planning foods, safety storage tips, cooking for one or two, tips for eating well on a limited budget.

Other

Occasionally, there are items that may be needed because of one's functional limitations that allow them to live independently in their own home but that do not fall into any of the preceding categories. To be an allowable expenditure, services and supports needed must:

1. Be over and above the normal cost of caring for a person if they did not have functional limits.
2. Be directly attributable to the person's functional limitations.
3. Enable a person to delay or prevent out-of-home placement.

Personal Care and Support Staff

Personal care services include assistance with eating, bathing, dressing, personal hygiene, and activities of daily living. This service may also include meal preparation and housekeeping chores (such as bed-making, dusting and vacuuming) which are essential to the health and welfare of the consumer.

Family members (including parents/guardians/spouses) - Allowable:

- Limited to 40 hours a week per family member (excluding parents of minors/guardians) who live in the household, regardless of the number of children with disabilities.
- Time must be documented.
- For staff between the ages of 14-16, please follow FMS agency policies and procedures.
- Parents of minors have a limit of 40 hours per week combined regardless of the number of parents, number of children, and/or number of households. Rate of pay (including payroll taxes and fees) cannot exceed the current PCA rate.

Payment of parents of minors/spouses must be for tasks above and beyond typical parent/spouse responsibility. Rate, hours, and specific duties must be listed with outcomes about how this assistance relates to the recipient. If a parent is paying self for more than one child in the household, additional documentation is required

• Parent Schedule (Example):

	Monday	Tuesday	Wednesday	Thursday	Friday	Sat.-Sun.
Jane Doe	6:00 a.m.- 7:00 a.m.	6:00 a.m.- 7:00 a.m.	6:00 a.m.- 7:00 a.m.	6:00 a.m.- 7:00 a.m.	6:00 a.m.- 7:00 a.m.	8:00 a.m.- 9:00 a.m.
John Doe	7:00 a.m.- 8:00 a.m.	7:00 a.m.- 8:00 a.m.	7:00 a.m.- 8:00 a.m.	7:00 a.m.- 8:00 a.m.	7:00 a.m.- 8:00 a.m.	7:00 a.m.- 8:00 a.m.

Respite Services

Care provided to give temporary relief or rest to the CSG recipient's caregiver(s). Overnight and day camps and occasional use of drop-in child care can be used as respite.

Special Clothing

This category includes the cost for extra clothing and bed linens required for a person with nighttime incontinence or a person whose garments wear out quickly due to movement patterns resulting from a disability. It also includes specially-designed clothing for recipients with physical disabilities and articles for which other funding is not available (e.g., orthopedic shoes, helmets for head protection during seizures).

Special Diet

Unusually high food and supplement costs due to special diets prescribed by a health care provider may be reimbursed. This category also includes dietary supplements (e.g., Boost, Ensure) that are directly related to the recipient's disability. **An annual prescription by an MA- enrolled health care provider is required for a specialized diet and dietary supplements.**

The following is a list of approved specialized diets:

- Anti-dumping diet
- Controlled protein diet (40-60 grams and requires special products)

- Gluten-free diet
- High-protein diet
- High-residue diet
- Hypoglycemic diet
- Ketogenic diet
- Lactose-free/dairy-free diet
- Low-cholesterol diet

Special Supplies and Equipment

Supplies and equipment includes durable and non-durable medical supplies and equipment which are necessary due to the consumer's functional limitation for which no other funding is available. Supplies and equipment may also include devices, controls, or appliances which enable the consumer to increase his/her ability to perform activities of daily living or to perceive, control, or communicate with the environment in which he/she lives and includes ancillary supplies necessary for proper functioning of items. Examples of these types of expenses include: bath chairs, adapted toilet seats, or specially-adapted car seats.

*** Specialized Sensory Equipment:** Specialized sensory equipment that meets a specific need for the person. Examples include therapy balls, weighted blankets, frog swings. This equipment is not typically purchased in retail stores.

*** Non-Specialized Equipment:** Includes supplies/equipment that will result in increased adaptive behavior and/or assist in development as related to the recipient's functional limitation. Developmental equipment and assembly (if required) are allowed when the item meets all of the expenditure criteria. The item must directly relate to the recipient's functional limitation and must be clearly identified in the Support & Expenditure Plan. The purchase of food (i.e., applesauce, pudding) for medication administration is allowed here. Behavior reinforcers are allowed in this category with the completion of the behavior plan documentation.

Transportation

Expenses for transportation that is incurred as a result of the recipient's functional limitations should be reasonable and based on the County practice. Expenses must not be reimbursable through other funding sources (e.g., transporting recipients to medical appointments and hospitals are reimbursable through MA and therefore would not be allowed). Transportation costs to community environments and school-related activities which a parent would be expected to provide if the recipient did not have a functional limitation are not allowed (i.e., transportation to and from shopping centers, recreation centers, daycare provider, after-school activities). The maximum mileage rate is the MA reimbursement rate.

Un-allowable Expenditures

This is not an all-inclusive list.

- Activities for the sole purpose of socialization
- Activities to reduce family stress
- Adaptations that add square footage, constructing a finished room, or adding an attached garage to the home
- Admission costs for activities
- Advocacy services
- Cable television
- Childcare for non-disabled siblings
- Computer games
- Consumer's expenses on vacations and trips
- Dental care or orthodontia
- Experimental treatments, medications, therapies, and related supplies
- Food (see Specialized Diets and Non-Specialized Equipment)
- Fundraisers
- Furniture (no basic furniture)
- Gift cards
- Guardianship/conservatorship costs
- Home repairs or improvements (e.g., roof repair, central air conditioning, furnace)
- Homeschooling costs
- Insurance, deductibles, spenddowns
- Items for comfort or convenience (e.g., television, radios, and microwaves)
- Legal fees and any expenses related to legal action or advocacy
- Life insurance, certificates of deposit, treasury bills/notes, or other expenses that tie up funds
- Non-FDA-approved medications
- Nonspecialized items required by law for either child or adult (e.g., life jackets, car seats)
- Parental fees (this includes TEFRA or other human service fees, spenddowns, or premiums)
- Personal care items
- Pets and related costs
- Room-and-board
- School and related costs (e.g., homeschooling, postsecondary, or private school tuition)
- Service animals and related costs
- Storage
- Staff admission fees to activities.
- Vacations/trips and any related costs
- Vehicles
- Video games
- Video game systems (e.g., Wii, PlayStation, Xbox)
- Warranties
- Wills and trusts (this includes financial-planning, savings accounts, investments, and other financial vehicles [including supplemental trusts])

Consumer Support Grant Frequently Asked Questions

1. **Am I eligible for the Consumer Support Grant?**

A client is eligible for the Consumer Support Grant (CSG) if they:

- Are on “straight” Medical Assistance (not through a managed health provider).
- Are eligible for MA home care services (PCA, home health aide, home care nursing).
- Are able to direct and purchase their own supports – or have an authorized representative who can do so on their behalf.
- Have a functional limitation which requires ongoing support.
- Live in a natural home setting.
- Pass an initial background check.

2. **How do I find out what my home care rating is?**

If you do not know what your home care rating is, you can look at your most recent home care assessment and it should be listed under the CSG section. The nurse or social worker at Nicollet County can also look it up for you.

3. **How does the program work?**

There are some basic steps to starting the Consumer Support Grant:

- Select a Financial Management Service (FMS).
- Develop your Community Support and Expenditure Plan and submit it to Nicollet County.
- The Nicollet County social worker will review the plan, discuss with you any changes needed, and then submit for approval.
- Your plan will be approved after any changes needing to be made are resubmitted. You will be informed of any services or items that are denied and the reasons why.
- Implementation:
 - Use grant dollars to purchase services following the County CSG Expenditure Guidelines.
 - Hire and manage support staff.
 - Purchase only services/goods that were approved by County.
 - Verify that services were delivered in accordance with the approved plan.
 - Manage the grant amount.
 - Any changes you wish to make on your plan throughout the year, needs to be resubmitted for approval.

4. **What is a Financial Management Service (FMS)?**

A Financial Management Service is a Medical Assistance provider that is like a bank. The FMS bills Medical Assistance for your Consumer Support Grant funds, provides you a monthly report of your spending, files and keeps a record of your receipts, and helps you with employment tasks like payroll and timesheets.

5. **Is a Financial Management Service (FMS) required to use the Consumer Support Grant?** The FMS will ensure that Department of Labor regulations are being followed, employment taxes are being paid, and that you have an ongoing record of your spending and monitor receipts.

6. What are the rates of a Financial Management Service (FMS)?

The five FMSs have different rates. They charge a fee in addition to state and federal employment taxes and Worker's Compensation. They also charge a small fee for billing goods like ramps, supplies, and adaptive equipment, authorized in your plan. Rates can be found at this link on the DHS website.

[Financial management service / Minnesota Department of Human Services \(mn.gov\)](https://www.mn.gov/financial-management-service)

7. Is there a parental fee charged or an income guideline to receive the Consumer Support Grant?

Eligibility is not based on income and there is no parental fee charged to use the Consumer Support Grant. However, parents of children on the MA TEFRA program may have a parental fee based on income and if you pay yourself it will increase your income. Consult your financial worker for more information.

8. Once I have an acceptable plan for the Consumer Support Grant and I am approved by your agency, how long does it take to implement?

Once a client's Consumer Support Plan is approved, the grant becomes effective on the first day of the following month. For example, if a plan is approved on April 17, the plan becomes effective on May 1.

9. Can I use the Consumer Support Grant to pay for Personal Care Attendant hours much like the PCA Program?

Yes, clients may purchase traditional home care services, such as PCA, with Consumer Support Grant dollars.

10. Is the Consumer Support Grant more flexible in providing different services compared to the PCA Program?

Clients may purchase a variety of goods and services with the Consumer Support Grant dollars as long as they:

- are related to the client's disability
- delay or prevent out of home placement
- are not covered by another pay source
- are over and above the normal cost of care for a non-disabled individual of the same age

Some examples include homemaking services, nutritional supplements, incontinence supplies, and home modifications.

11. What benefits does the Consumer Support Grant program offer?

Clients may:

- select the supports that best meet their needs
- hire staff they know and trust, including spouses (of adult clients) or parents (of minor clients)
- receive more reliable service from known caregivers
- access traditional and/or non-traditional community supports and services
- utilize services that are culturally appropriate for them
- reallocate grant funds within their budget, with county approval, to meet needs as they arise

12. Can the Consumer Support Grant continue if the recipient is in the hospital or placed out of the home?

If temporary out-of-home placement is for 60 consecutive days or less, then the grant will be prorated. If out of the home for over 60 days, the support grant must be terminated. Upon return to the home, the consumer may reapply to have the grant reinstated. When consumers are in the hospital, payments from the grant will be suspended until the consumer returns home (so no billing for staff hours or supplies during that time).

13. If I decide to be on the Consumer Support Grant, can my budget amount change if there are significant changes in my medical condition, much like the PCA Program?

If you should experience a significant change in your needs, you could make a request for another assessment. If your home care rating changes, then your Consumer Support Grant budget may change based on the new rating.

14. Will the Consumer Support Grant budgets always stay the same?

The Consumer Support Grant was implemented by the State of Minnesota legislature. As the political environment in Minnesota changes, the funding for the Consumer Support Grant may fluctuate.

15. If a person is on the Consumer Support Grant and the grant is no longer funded or is reduced, can I go back on the PCA Program?

Yes. A client may choose to return to traditional home care services at any time. You would need to notify the county of your decision, then select and contact a PCA agency.

16. Does Nicollet County charge an administrative fee?

MN Statutes allow counties to charge 5% of the total grant amount annually. The county is not able to bill for the administration of the program any other way. This fee helps to ensure that the program will continue and provides the staff to administer the program.

If you would like more information about the Consumer Support Grant, you may access the Department of Human Services web site at: www.dhs.state.mn.us.

Consumer Support Grant Expense Categories

CRITERIA FOR CSG EXPENDITURES

Expenditures must meet all of the following criteria:

- Approved and listed on the CSG Budget/Service Agreement,
- Support the consumer's health and safety needs and priorities,
- Are over and above the normal costs of caring for the consumer if he or she did not have functional limitations,
- Are needed as a direct result of functional limitations,
- Enable the consumer to live as independently as possible in his or her home,
- Are defensible to the taxpayer and the funding source, as determined by County, and
- Fall within a customary cost range for similar supports, goods and services.

Note: Expenditures also cannot be covered by other sources (e.g. private health insurance, Medical Assistance, Medicare, or Social Security) or until after those sources have been exhausted.

CSG EXPENSE CATEGORIES

ADULT DAY SERVICES available to recipients who are 18 years of age or older and encompasses both health and social services which are needed to ensure their optimal functioning.

ASSISTIVE TECHNOLOGY Includes devices, equipment, or services which improve a recipient's ability to perform activities of daily living, control or access the environment or communicate. Common examples are switches and communication devices. This service may include an evaluation for an assistive device, equipment rental during a trial period, obtaining or adapting equipment. It can include training and technical assistance to the person, caregivers and staff to teach the person how to use the device or equipment.

Maintenance and repair costs for assistive technology devices are allowable. A therapist's recommendation is required.

COMPUTERS/IPADS/IPOD TOUCH/SOFTWARE including peripheral equipment/supplies (e.g. printer, paper) are fundable. These must be recommended by a qualified professional such as a Speech Therapist, Augmentative Communication Specialist, or Occupational Therapist. iPads and iPods will be considered only when needed as an augmentative communication device. The recommendations should include: specific reference to the use and relation to the disability, how the person is capable of using it, and cost effectiveness to meet the need.

Computers and the peripheral equipment:

- **Replacements:** computers purchased with CSG funds will be considered if the computer is more than 3 years old. Internet connection is not reimbursable.
- **iPads/iPod Touch:** Applications for the iPad/iPod need approval per application and will be considered based on how they relate to the needs of the persons disability. Games are not fundable. Training for assistive technology is also approved and recommended, if needed.
 - **iPads:** May also include a carrying case and protective cover.
 - **iPod Touch:** May also include a protective carrying case.

CAREGIVER/STAFF TRAINING AND EDUCATION can be on a variety of topics that may include transfer and lifting skills, nutrition, personal/physical cares, behavior management, long-term care decision making, mental health, care coordination, and family dynamics. Registration fees, conference materials and mileage reimbursement, excluding out of state travel, is allowable.

Membership to disability specific organization (e.g. Autism Society, Down Syndrome Association, ARC, PACER) is allowed when parent training and education is provided.

CHILD CARE for children age 12 and over is an allowable expense. The allowable expense for children under the age of 12 is limited to the additional fee that is not charged for similar-aged children without disabilities.

CHORE/HEAVY CLEANING to enable the caregiver to support the client, chore services such as lawn mowing, snow removal, and/or heavier cleaning tasks are allowed (labor costs only). Chore services will be covered only if no one in the household is capable of providing this service. Related supplies, such as chemicals, Chemlawn, etc., are not fundable. IRS rules for reporting wages apply.

CONSUMER SUPPORT GRANT EXPENSES includes Financial Management Entity fees.

FAMILY COUNSELING AND TRAINING includes services for the consumer as well as family members. Family is defined to be the persons who live with or provide care to a consumer and may include spouse, children, friends, relatives, foster family, or in-laws.

Counseling may include crisis management, coping strategies, nutrition and managing the recipient's care.

HOMEMAKER SERVICES this service can only be provided when the primary caregiver is temporarily absent or is unable to manage the home and care for others in the home.

INDEPENDENT LIVING SKILLS includes supervision, training, or assistance with self-care, communication, socialization, home and community living, sensory/motor development, reduction/elimination of challenging behavior and mobility.

Community activities specifically for individuals with disabilities (e.g. Special Olympics, adapted sports) are allowed. Individual health and fitness memberships, community education classes and tutoring are allowed when they are needed as a direct result of the individual's functional limitation.

MEDICAL includes medical and therapy expenses that are not reimbursable through private insurance, Medicare or Medical Assistance (MA). Therapy expenses include alternative therapy provided by a licensed/certified professional. Alternative therapies require an annual prescription by an MA enrolled health care provider.

MEDICATION expenses include the cost for prescription and non-prescription substances that are not reimbursable through other funding sources, such as MA or private insurance. This includes over the counter medication, supplements or vitamins. These require an annual prescription by an MA enrolled health care provider.

MILEAGE AND PARKING REIMBURSEMENTS is fundable when transporting to non-medical activities is identified and approved in the support plan. The rate cannot exceed the federal mileage reimbursement rate and it must be documented. Transportation costs to community environments and school-related activities, which a parent would be expected to provide if the recipient did not have a functional limitation, are not allowed (e.g. transportation to and from shopping centers, recreation centers, school/preschool, daycare provider, after school activities, etc.).

Parking expenses are fundable when the need is related to transportation of consumer to medical or non-medical activities identified and approved.

MODIFICATIONS AND ADAPTATIONS OF HOME AND VEHICLE includes physical adaptations to the home which are necessary to assure the health, welfare and safety of the individual, or which enable the recipient to function with greater independence. A home assessment to evaluate need and make appropriate recommendations can be funded. Two estimates/bids are required for modifications over \$5,000.00.

Such adaptations may include the installation of ramps, grab-bars, bathroom modifications, widening of doorways, shatterproof windows and ramps.

- **Fences:** must be related to the disability and to ensure health and safety and should include the most effective materials and height to meet the identified need. Modifications and adaptations to a vehicle that allow the recipient to function with greater independence are allowed. Such modifications may include wheelchair lifts, adapted seating, door widening, door handle replacements, wheelchair securing devices, etc.

RESPIRE SERVICES includes in-home or out-of-home care provided to give temporary relief or rest to the recipient's care giver(s). Disability related camps can be considered respite.

SPECIAL CLOTHING includes the cost for extra clothing and bed linens required for a person with nighttime incontinence, or for a person whose garments wear out quickly due to atypical movement patterns resulting from a disability. Alterations to clothing due to the disability are fundable. Maximum of \$200 annually.

SPECIAL DIET includes foods that are uncommon (e.g. gluten and casein free diets). Specialized diet does not mean purchase of foods due to preference or excessive purchasing of typical foods. Must be prescribed by a health care provider and be related to the disability.

USDA estimated expenses will be taken in to consideration, and cost approved for special diet will be the difference between the typical cost for the age of the consumer and the amount required beyond that cost. We will follow the liberal plan so we will reimburse up to 25% of the liberal monthly budget. (Fruits and veggies are naturally gluten free but not specialized so are not allowable purchases.) www.cnpp.usda.gov/USDAFoodCost-Home.htm – see this for current prices.

This category also includes dietary supplements (e.g. Boost, Ensure) and vitamins.

SPECIAL EQUIPMENT includes equipment required by a recipient with functional limitations for which no other funding is available:

- **Adapted Equipment** is that is adapted to meet the specific need(s) of the person. Examples include adapted toilet seats, utensils, strollers, beds, or special car seats.
- **Bikes:** are fundable when adaptive.
- **Sensory equipment** is specialized sensory equipment that meets a specific need for the person. Examples of expenses include therapy balls, weighted blankets, and weighted vests. These are fundable with a therapist's recommendation.
- **Safety Equipment** such as alarms, monitors, and shatterproof windows are allowable expenditures.

SUPPORT STAFF – includes assistance with all activities of daily living, community integration, and supervision.

Staff hourly wages need to be within a range that is customary and reasonable. Rates may vary depending upon the qualifications and training of the person to be employed and that is necessary to meet the unique needs and preferences of the person receiving services. Department of Labor Regulations must be followed for all staff. Employee health insurance is allowed. The FMS may be able to assist the managing party in exploring these options.

- Support by the parent/guardian of a minor child is limited to 40 hours per week regardless of the number of children in the family who are on CSG and/or the number of parents being paid – stepparents are considered parents. The maximum wage is the current PCA rate, and must include all taxes, FMS fees and benefits. This includes consumers that are using CSG as an alternative to HCN services.
- Support by the parent/guardian for an adult is limited to 40 hours per week per parent/guardian.
- Support by other staff, friends, or family members other than parents/guardian is limited to 40 hours per week per staff person.
- Support by the recipient's spouse is limited to 40 hours per week. The maximum wage is the current PCA rate, and must include all taxes, FMS fees, and benefits.

UNALLOWABLE EXPENDITURES

This is not an all-inclusive list.

- Activities for the sole purpose of socialization
- Activities to reduce family stress
- Adaptations that add square footage, constructing a finished room or adding an attached garage to the home
- Admission costs for activities
- Advocacy services
- Cable television
- Childcare for non-disabled siblings
- Clothing/equipment for adapted sports
- Companionship for children
- Computer games
- Consumer's expenses on vacations and trips
- Dental care or orthodontia
- Experimental treatments, medications, therapies and related supplies
- Extended day kindergarten
- Food (see Specialized Diets and Non Specialized Equipment)
- Fundraisers
- Furniture (no basic furniture)
- Gift cards
- Guardianship/conservatorship costs
- Home repairs or improvements (e.g. roof repair, central air conditioning, etc.)
- Home schooling costs
- Internet
- Items for comfort or convenience (e.g. televisions, radios, and microwaves)
- Legal fees and any expenses related to legal action or advocacy
- Life insurance, certificates of deposit, treasury bills/notes, or other expenses that tie up funds
- Medical co-pays, spend-downs or deductibles
- Movies (DVD or VHS)
- Non-FDA approved medications
- Non-specialized items required by law for either child or adult (e.g. life jackets, car seats)
- Parental fees (e.g. fees for TEFRA, other Human Services fees, spend-downs, or premiums)
- Personal care items
- Pets and related costs
- Pools
- Room and board
- School and related costs (e.g. home schooling, postsecondary or private school tuition)
- Service animals and related costs
- Storage
- Staff admission fees to activities
- Vacations/trips and any related costs
- Vehicles
- Video games
- Video game systems
- Warranties
- Wills and trusts

Consumer Support Grant
Statement of Informed Consent

If authorized to receive the Consumer Support Grant (CSG) I, or my Authorized Representative, agree to:

1. Purchase only those services and items that are;
 - a. approved items and services listed on the CSG Budget/Service Agreement
 - b. over and above normal costs for a person who does not have functional limitations
 - c. needed as a direct result of functional limitations
 - d. needed to live as independently as possible in my home
2. Purchase only those service and items that are not reimbursable through other funding sources (e.g. Medical Assistance, Medicare, private insurance).
3. Maintain a record of all grant expenditures
4. Notify the case manager within 10 days of any changes in circumstances which may affect continued grant eligibility, including but not limited to:
 - a. Hospitalizations, nursing home placements, or treatment facility placements or any interruption in services
 - b. Any significant medical changes or problems
 - c. Change of address
 - d. Any changes that affect the status of the Budget/Service Agreement
 - e. Any changes that affect the status of eligibility for Medical Assistance
 - f. Enrollment in Managed Care (when on managed care, a person cannot receive the Consumer Support Grant)

I also understand that:

1. I am responsible for hiring and supervising all staff.
2. I am required to use the services of a private sector Financial Management Services Provider to assist me in paying my providers and assuring all tax withholding responsibilities are met.
3. I understand that there can be no CSG billing for any service during the time a recipient is in the hospital or a licensed facility paid for by medical assistance.
4. I may give up the CSG and return to my original service program by informing the County at least 30 days in advance. If the original service program was a waiver service, I must follow county and state eligibility and waiting list policies before resuming services through a waiver.
5. Failure to abide by conditions set forth in this document may result in the termination of my Consumer Support Grant.

Consumer Signature

Date

Authorized Representative Signature

Date

Consumer Support Grant Release from Liability

Whereas _____ ("the Consumer") has asked
 _____ ("the County") to place him/her on the Consumer Support Grant
 Program so that the Consumer may directly purchase the supports needed to live independently as possible, and

Whereas, the County has found the Consumer eligible for the Consumer Support Grant, Now IT IS AGREED among the parties as follows:

1. The Consumer or Authorized Representative understands that by accepting the Consumer Support Grant he/she is responsible for finding and purchasing of the supports identified on the Budget/Service Agreement form.
2. The Consumer or Authorized Representative understands that by purchasing supports he/she may enter into an employer/employee relationship for the provision of some services.
3. The Consumer or Authorized Representative, by his/her signature hereto, releases the County from any and all responsibility, claims, or liability that might be asserted against it arising out of the use, by the Consumer, of a provider's services.

These releases of liability are given to the County in recognition of the fact that the County makes no absolute assurances as to the capabilities of either the Consumer or the Provider chosen by the Consumer, and in recognition of the fact that the ultimate selection of the Provider by the Consumer and the Provider's agreement to enter the employment of the Consumer are the sole responsibility and decision of the Consumer and the Provider.

It is further understood by the Consumer and the County as follows:

1. The County will not exercise any right to control the details of the work done by the Provider. This right will be exercised by the Consumer.
2. The County will not furnish any equipment or tools for the performance of the work, all necessary equipment or tools shall be furnished by the Consumer.
3. The County will not exercise any right to terminate an employment relationship existing between the Consumer and the Providers. The right to terminate an employment relationship rests with the Consumer and the Providers.
4. The Consumer recognizes that he/she has the right to hire providers, to determine the hours the providers work and to determine how the provider works and what the provider is to accomplish.
5. The Consumer recognizes that he/she is responsible for complying with the Social Security Act, the Unemployment Compensation Act, and any other federal or state laws and regulations governing employers.

 Consumer Signature

 Date

 Authorized Representative Signature

 Date

 County Representative

 Date

Consumer Support Grant
Budget / Service Agreement

APPENDIX F

Consumer Name:		Phone:	
Address: Address 1 Address 2			DOB :
City: City	County:		Zip:
County Staff:		Staff Phone:	
Parent or Authorized Representative:		Current Program:	
Financial Management Services:		Contact Name:	Phone #:
PMI:	Assessment Date:	Monthly Allocation Amount: 5% County Admin Fee: <input type="checkbox"/>	
Start Date: End Date:	Type of Service Plan (check one): <div style="display: flex; justify-content: space-around; align-items: center;"> <input type="checkbox"/> Initial <input type="checkbox"/> Revised </div> <div style="text-align: center;">Annual Renewal</div>		

How will the Consumer Support Grant help meet the consumer's needs? (What outcomes do you expect?)

List any health and safety concerns that are important for your plan to address:

Identify the support, generic services and goods the client (their legal representative) plans to purchase.

Informal support (unlicensed persons, parent, and informal respite):

Formal Support (agencies, organizations):

Modifications or equipment (describe how these relate to the disability/health condition of the person):

Staff or * Parent	Hours Per Week	Who Will Provide Service	Rate of Pay	Backup Provider (PDN level only)	Annual Cost
TOTAL					\$
Equipment/Supplies					Cost
TOTAL					\$
Total FMS fee's per month:					
Total 5% COUNTY ADMIN FEE					\$
Total PTO					\$
Total WORK COMP					\$
Total FMS FEE					\$
Total ITEMS/SERVICES					\$
TOTAL YEARLY SUPPORT GRANT					\$

If I am approved for a Consumer Support Grant, I agree to: 1. Get approval for equipment/supplies before purchases are made; 2. Maintain a record of grant expenditures; 3. Provide documentation of all expenditures of support grant funds if requested to do so by the county; and 4. Notify the county of any changes in my circumstances which may affect my continued grant eligibility.	
Consumer Signature:	Date:
Authorized Rep. Signature:	Date:

County Approved of Consumer Support Grant
 I hereby certify that the above-mentioned consumer has met all eligibility criteria for the Consumer Support Grant Program and that the information contained on this form and all other accompanying materials are accurate to the best of my knowledge.

County Staff Signature: _____ Date: _____

Consumer Support Grant Budget / Service Agreement			
(EXAMPLE) Appendix G _____			
Consumer Name: Lucy Lou		Phone: 430-0101	
Address: 1257 Bee Hive Drive		DOB	
City: St Peter	County: Nicollet		Zip: 56082
County Staff: Name		Staff Phone:	
Parent or Authorized Representative: Julie Lou		Current Program: PCA	
Financial Management Services: <i>Company who name you choose to do your payroll</i>		Contact Name: staff	
PMI: MA number	Assessment Date: <i>The date of the assessment</i>	Monthly Allocation Amount: 1198.00 5% county admin fee: 59.90 \$1,138.10	
Start Date: 5/1/11 End Date: 4/30/12	Type of Service Plan (check one): <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Annual Renewal		

How will the Consumer Support Grant help meet the consumer's needs? (what outcomes do you expect)

Lucy who is 14 will be able to have her mom go part time at her job and stay home and provide support to her. We have not been able to find consistent staff to provide PCA services. This grant will also help with purchases of door alarms to alert the parents when Lucy tries to leave the home unattended. It will also provide one day of respite per month.

List any health and safety concerns that are important for your plan to address: Lucy has autism and does not communicate well. She will try to leave the house without an adult knowing she left. Lucy has to be supervised closely at all times and does not have street or safety skills in the community so should not be outside alone. She also does not have stranger awareness so will get in the car or go with anyone. Lucy does not have safety skills in the kitchen and will touch hot objects or the stove. She needs to be kept out of the kitchen when the oven is on or there are hot items on the counter.

Identify the support, generic services and goods the client (their legal representative) plans to purchase.

Informal support (unlicensed persons, parent, and informal respite):

Mother will pay herself for 2 hours a day after school to watch Lucy and help her with self care and bathing activities. One 8 hour day or respite per month paid to a family friend who knows Lucy well.

Formal Support (agencies, organizations): NA

Modifications or equipment(describe how these relate to the disability/health condition of the person):

Door alarms to notify the family if Lucy tries to leave the area. She does not communicate and has a history of going outside and running into the street.

Staff or * Parent	Hours Per month	Who Will Provide Service	Rate of Pay	Backup Provider (PDN level only)	Monthly Cost
parent	70 hrs for May 83.05/ month 11 months	Julie	10.00	<i>Only need to fill out for those assessed for nursing level of care</i>	830.05
staff	8 month	Freda	10.00	na	80.00
					910.50
Equipment/Supplies					Cost
2 Door alarms one-time cost May 2011					120.00
2% fee for the alarms					2.40
Total FMS taxes and fee's per month:					227.60
TOTAL MONTHLY SUPPORT GRANT					\$ \$1,138.10

If I am approved for a Consumer Support Grant, I agree to:

1. Get approval for equipment/supplies before purchases are made;
2. Maintain a record of grant expenditures;
3. Provide documentation of all expenditures of support grant funds if requested to do so by the county; and
4. Notify the county of any changes in my circumstances which may affect my continued grant eligibility.

Consumer Signature:

Date:

Authorized Rep. Signature:

Date:

County Approved of Consumer Support Grant

I hereby certify that the above-mentioned consumer has met all eligibility criteria for the Consumer Support Grant Program and that the information contained on this form and all other accompanying materials are accurate to the best of my knowledge.

County Staff Signature: _____

Date: _____

Instructions for completing your CSG plan

Fill out the indentifying information

Current program: If you are currently getting PCA services you will need to give notice and end services with that agency before the CSG can start.

Financial Management Service provider: You will need to choose an FMS that will employ, and pay staff and expenses. See the companies and information on the “Fiscal Management Providers” sheet. You should choose an FMS and then contact them for information on getting your and your staff signed up as employees. The County worker will forward the budget to them when it is approved.

PMI: MA number

CSG budgets: Financial Management Service (FMS) takes a 5% administrative fee for administering this program. The monthly budget minus the 5% fee equals the available money per month for you to use.

The most common grant amounts

Grant	Fee	Available	Grant	Fee	Available
\$277.00	\$13.85	\$263.15	\$553.00	\$27.65	\$525.35
\$323.00	\$16.15	\$306.85	\$645.00	\$32.25	\$612.75
\$369.00	\$18.45	\$350.55	\$876.00	\$43.80	\$832.20
\$461.00	\$23.05	\$437.95	\$737.00	\$36.85	\$700.15
\$507.00	\$25.35	\$481.65	\$968.00	\$48.40	\$919.60

Start and End date: The County will let you know the start date of your plan. Your service plan is based on the assessment and the dates authorized by the assessor. It usually takes one month to begin payments to a family starting CSG. If you would like to start the grant at the beginning of the next month you should turn in your plan before the 15th of this month so it can be approved and processed.

How will the CSG meet the recipient’s needs? How will this grant assist in meeting the person’s personal care, supervision, and health and safety needs? What are the outcomes you are expecting?

List any health and safety concerns: List health and safety concerns of your child or adult that this plan should address.

Identify the support, generic services, and goods the client (their legal representative) plans to purchase

*See “Expense Categories” for details regarding allowable wages and items and services covered.

Informal Services: This would be parents as paid staff or staff hired that are not licensed or from an agency.

Formal Services: This would be any formal companies or agencies you are paying for services. Examples would be a PCA company, a tutor, or therapy services.

Modifications or equipment: this would be the goods or items you would like to purchase and describe how they relate to the persons disability. You may need a health care provider recommendation for special diets and a therapist’s recommendations for items such as communication devices, sensory equipment, and adaptive equipment. Your County Worker will give you more information on the requirements.

Budget details

Identify yourself or staff that you will be hiring to provide services, their rate of pay, and how many hours they will be working per month. Identify any formal agencies you will be paying for services and their rate of pay. Your FMS will need to pay these agencies. Identify any items or equipment you would like to purchase and the price for each item.

Total FMS taxes and fee’s per month:

Calculate the cost per month of FMS fees. See the “Financial Management Providers” fee structure sheet for information. FMS’s pay employment taxes, unemployment, and workman’s compensation insurance for employees. They also charge a service fee for payroll and goods or services. Example: monthly grant 1,138 x 20 % = 227.60 2% fee for the alarms is only charged the month the item is purchased.

Back up Provider (Home care nursing only)- If your child is nursing level of care you need to provide a back up person or nurse if you or the staff you hired is unavailable.

Parent Schedule- This is an attached form. Fill out the staff schedule with the hours a parent will be working. You can use this for all you staff schedules if you would like just make clear the hours that is parent paid.

Consumer Support Grant
Designation of Authorized Representative (Adults Only)

I am unable to purchase and/or manage the supports I need to remain in my home. I would like:

NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

to represent me with the Consumer Support Grant Program.

We both understand that this person will:

1. Complete and sign all forms for me.
2. Submit requested program information.
3. Manage my CSG funds.
4. WITHIN 10 days, report any changes in my situation that would affect my Consumer Support Grant eligibility, including but not limited to:
 - a. Hospitalizations, nursing home placements or any interruptions in service;
 - b. Any significant medical changes or problems;
 - c. Change of address;
 - d. Change in income;
 - e. Any changes that affect the status of my Budget and Service Agreement; and
 - f. Any changes that affect the status eligibility for Medical Assistance (MA).
5. Ensure that Consumer Support Grant funds are only used to purchase the supports listed on the CSG Budget/Service Agreement Form.
6. Abide by all the terms and conditions of the Consumer Support Grant Program.

The consumer should sign on the appropriate signature line. If the consumer is unable to legibly write their name, two people should witness the signing. If the consumer cannot sign, the representative should write "unable to sign" on the consumer signature line.

Consumer Signature

Date

Authorized Representative Signature

Date

Witness Signature

Date

Witness Signature

Date

Local Agency Signature

Date

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:						
Consideration of the AIA Document B132-2019 with Vetter Johnson Architects, Inc.						
Primary Originating Division/Dept.: Administration	Meeting Date: 04/11/2023					
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)					
Amount of Time Requested 5 minutes						
Presenter: Mandy Landkamer Title: County Administrator	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: Consideration of the attached draft agreement between Nicollet County and Vetter Johnson Architects, Inc. for architectural services related to the re-roofing of the existing Nicollet County Jail.						
Supporting Documents: <input type="radio"/> Attached <input checked="" 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 checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A						
ACTION REQUESTED: Approval of the AIA Document B132-2019 between Nicollet County and Vetter Johnson Architects, Inc.						
<table border="0"> <tr> <td> FISCAL IMPACT: Included in current budget (Select One) If "Other", specify </td> <td> 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: Included 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
FISCAL IMPACT: Included 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					

AIA[®] Document B132[™] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Twentieth day of March in the year Two Thousand Twenty-three

(In words, indicate day, month, and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address, and other information)

County of Nicollet
Nicollet County Government Center
501 S. Minnesota Ave.
St. Peter, Minnesota 56082

and the Architect:

(Name, legal status, address, and other information)

Vetter Johnson Architects, Inc.
1129 Pike Lake Dr.
St. Paul, Minnesota 55112

for the following Project:

(Name, location, and detailed description)

Nicollet County - Jail Re-Roof
St. Peter, MN
Re-roofing of the existing Nicollet County Jail building in St. Peter, Minnesota

The Construction Manager:

(Name, legal status, address, and other information)

Contegrity Group, Inc.
101 First Street SE
Little Falls, Minnesota 56345

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Not applicable

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Exterior renovation of the Nicollet County Jail building to include roof replacement.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Not applicable

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Not applicable

.2 Construction commencement date:

Summer of 2023

.3 Substantial Completion date or dates:

Fall of 2023

.4 Other milestone dates:

Not applicable

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitive bid

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

Not applicable

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Ms. Mandy Landkamer
Nicollet County Administrator
Nicollet County Government Center
501 S. Minnesota Ave.
St. Peter, Minnesota 56082

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

To be determined

§ 1.1.10 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)

Contegrity Group, Inc.
101 First Street SE
Little Falls, Minnesota 56345

.2 Land Surveyor:

To be determined, if required.

.3 Geotechnical Engineer:

To be determined, if required.

.4 Civil Engineer:

To be determined, if required.

.5 Other consultants and Contractors:

(List any other consultants and Contractors retained by the Owner.)

To be determined, if required.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Tyler L. Johnson

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Not applicable

.2 Mechanical Engineer:

Not applicable

.3 Electrical Engineer:

Not applicable

§ 1.1.12.2 Consultants retained under Supplemental Services:

It is not anticipated that Structural, Mechanical or Electrical Engineers are required for this roofing project, however, if determined so, such consultant services would be retained under Supplemental Services.

§ 1.1.13 Other Initial Information on which the Agreement is based:

Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000.00) for each occurrence and four million dollars (\$ 4,000,000.00) aggregate.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than two million dollars (\$ 2,000,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than five hundred thousand (\$ 500,000.00) each accident, five hundred thousand (\$ 500,000.00) each employee, and five hundred thousand (\$ 500,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00) per claim and two million dollars (\$ 2,000,000.00) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for,

Init.

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User Notes:

(1163421306)

the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is

consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General,

Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the

Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner or Not Provided)
§ 4.1.1.1 Assistance with selection of Construction Manager	Not applicable
§ 4.1.1.2 Programming	Not applicable
§ 4.1.1.3 Multiple preliminary designs	Not applicable
§ 4.1.1.4 Measured drawings	Architect, if requested by owner
§ 4.1.1.5 Existing facilities surveys	Architect, if requested by owner

§ 4.1.1.6	Site evaluation and planning	Not applicable
§ 4.1.1.7	Building Information Model management responsibilities	Not applicable
§ 4.1.1.8	Development of Building Information Models for post construction use	Not applicable
§ 4.1.1.9	Civil engineering	Owner
§ 4.1.1.10	Landscape design	Not applicable
§ 4.1.1.11	Architectural interior design	Not applicable
§ 4.1.1.12	Value analysis	Not applicable
§ 4.1.1.13	Cost estimating	Owner
§ 4.1.1.14	On-site project representation	Not applicable
§ 4.1.1.15	Conformed documents for construction	Not applicable
§ 4.1.1.16	As-designed record drawings	Architect, if requested by owner
§ 4.1.1.17	As-constructed record drawings	Not applicable
§ 4.1.1.18	Post-occupancy evaluation	Not applicable
§ 4.1.1.19	Facility support services	Not applicable
§ 4.1.1.20	Tenant-related services	Not applicable
§ 4.1.1.21	Architect's coordination of the Owner's consultants	Not applicable
§ 4.1.1.22	Telecommunications/data design	Not applicable
§ 4.1.1.23	Security evaluation and planning	Not applicable
§ 4.1.1.24	Commissioning	Not applicable
§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not applicable
§ 4.1.1.26	Historic preservation	To be determined
§ 4.1.1.27	Furniture, furnishings, and equipment design	Not applicable
§ 4.1.1.28	Other services provided by specialty Consultants	To be determined
§ 4.1.1.29	Other Supplemental Services	To be determined

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Not applicable

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Not applicable

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 Four (4) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ten (10) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation

of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, as an additional service, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$10,000.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not Applicable

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably

necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted)\$39,400.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly, based on annual rates applicable on the first day of January, each year unless it is agreed that the cost for any particular Additional Service shall be a percentage of the related cost

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly, based on annual rates applicable on the first day of January, each year unless it is agreed that the cost for any particular Additional Service shall be a percentage of the related cost

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Construction Documents Phase	seventy-five	percent (75	%)
Procurement Phase	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Hourly, based on annual rates applicable on the first day of January each year.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

Not applicable

Init.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

zero % 0

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

12.1 Field observations under Basic Services will be provided with an average of two (2) site visits monthly. Basic services include a maximum of 4 visits. Authorization to exceed this amount will require an Additional Services amendment to this agreement.

12.2 Additional Services will be required if a revision in project scope and/or quality level is required to reduce the Construction Cost if it is exceeded by the sum of the lowest bids. Specifically, if the Architect is asked to modify the drawings and specifications as necessary to comply with the latest estimated construction cost as prepared by the Construction Manager, the Architect shall be entitled to payment for all services performed in accordance with these modifications, whether or not the construction phase is commenced.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™-2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

(Paragraphs deleted)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Tyler L. Johnson President - MN #54078

(Printed name, title, and license number, if applicable)

Init.

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User Notes:

(1163421306)

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
Proclamation for Crime Victims' Rights Week		
Primary Originating Division/Dept. County Attorney's Office	Meeting Date: 4/11/2023	
Contact: Michelle Zehnder Fischer Title: County Attorney	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 10 minutes		
Presenter: Michelle Zehnder Fischer Title: County Attorney	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION:		
Bonnie Petersen will be presenting the attached Proclamation for Board approval and signature.		
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:		
Proclaim April 23-29, 2023, as Crime Victims' Rights Week.		
FISCAL IMPACT: No fiscal impact (Select One)	FUNDING	
If "Other", specify	County Dollars =	
	Grant	
	(Select One)	
FTE IMPACT: No FTE change (Select One)	Total	
If "Increase or "Decrease" specify:		
Related Financial/FTE Comments:		



Proclamation

WHEREAS, the term “victim” is more than just a label and it has legal standing and protections that go along with it;

WHEREAS, crime victims’ rights acts passed here in Minnesota and at the federal level guarantee victims the right to use their voice and to meaningfully participate in the criminal justice process;

WHEREAS, victim service providers, advocates, law enforcement officers, attorneys, and other allied professionals can help survivors find their justice by enforcing crime victim rights;

WHEREAS, the right to provide an impact statement ensures that victims’ voices are considered in court during the sentencing and, when applicable, restitution processes;

WHEREAS, including and elevating the voices of survivors makes certain they are heard and seen and creates a path to forging and sustaining community trust;

WHEREAS, engaging survivors creates responses and services that are credible, meaningful, and centered on individual needs;

WHEREAS, survivors’ lived experience can serve as a catalyst for implementing innovative programs, shifting existing programs in new directions, and changing policies or practices that prevent survivors from accessing services or pursuing justice;

WHEREAS, National Crime Victims’ Rights Week provides an opportunity to recommit to listening to crime survivors in every space where decisions are made that could impact them; and

WHEREAS, Nicollet County is hereby dedicated to amplifying the voices of survivors and creating an environment where survivors have the confidence that they will be heard, believed, and supported.

NOW, THEREFORE, I, as Chairperson of the Board of Commissioners of Nicollet County, do hereby proclaim the week of April 23–29, 2023, as

Crime Victims’ Rights Week

and reaffirm this County’s commitment to creating a victim services and criminal justice response that assists all victims of crime during Crime Victims’ Rights Week and throughout the year; expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are

committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace; and to crime victim survivors who act with courage to participate in the criminal justice system.

April _____, 2023

Jack Kolars, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
Clerk to the Board



MARCH 28, 2023
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, March 28, 2023 after the adjournment of the regular Board of Commissioners meeting. Commissioners Jack Kolars, Marie Dranttel, Mark Dehen, and Kurt Zins were present. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

Motion by Commissioner Dranttel and seconded by Commissioner Zins to approve the agenda. Motion carried with all voting in favor.

Consent Agenda

Motion by Commissioner Dranttel and seconded by Commissioner Dehen to approve the consent agenda items as follows:

1. March 14, 2023 Regular Drainage Minutes

Motion carried with all voting in favor.

Public Appearances

There were no public appearances

Public Services

Continued CD79 Public Hearing on the Final Acceptance of the Improvement Project

During the public hearing held on March 14, 2023, the Board approved final acceptance to close out the CD79 improvement project. It also authorized acceptance of the final engineer's report submitted by ISG and directed Public Services to prepare the findings for approval at the next Drainage Authority meeting.

Motion by Commissioner Dranttel and seconded by Commissioner Zins to accept the Findings and Order for the CD79 improvement project. The motion was approved with all voting in favor.

Motion by Commissioner Dranttel and seconded by Commissioner Zins to approve the landowner levy in the terms reflected in the order. The motion was approved with all voting in favor on a roll call vote.

Adjourn

Chair Kolars adjourned the meeting at 9:22 a.m.

JACK KOLARS, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER, CLERK TO THE BOARD

**Nicollet County Drainage
Authority Meeting
Agenda Item**



Agenda Item:

Consider Ditch Repair Report #23-001

Primary Originating Division/Dept.: Public Works-Drainage Systems

Meeting Date: 04/11/2023

Contact: Seth Greenwood, P.E.

Title: PWD/County Engineer

Item Type:
(Select One) **Consent Agenda**

Amount of Time Requested 0 minutes

Presenter:

Title:

Attachments: ☒ Yes ☐ No

County Strategy: **Facilities and Space - preserve, maintain and build our assets**
(Select One)

BACKGROUND/JUSTIFICATION:

On June 4, 1975 the Drainage Authority authorized the installation of a used steel truss bridge for a ditch crossing on CD 30A. Since the installation of the bridge there has not been a bridge inspection or load rating completed to ascertain the condition or load carrying capacity of the bridge. A landowner that has property that is served by this crossing has been inquiring about the safe load carrying capacity of the bridge as he is looking at starting a building project that would require concrete trucks and other large equipment to cross the bridge. Farming operations also utilize this crossing and it is important for the safety of the vehicles using this bridge to know what the condition and actual load carrying capacity of the bridge is.

A engineering service proposal from Erickson Engineering (bridge engineering firm) has been received to provide bridge inspection and load rating services for this structure for the amount of \$5,800. If the inspection report determines that significant repairs would be needed a second proposal from Erickson Engineering would be requested that would have the firm develop repair options, replacement option, and to develop plans and specifications for the preferred repair/replacement option.

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

Prior Drainage Authority Action Taken on this Item: ☐ Yes ☒ No

If yes, when? (provide year; mm/dd/yy if known)

Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A

ACTION REQUESTED:

Approve Ditch Repair Report #23-001 and authorize the PW Director to approve Erickson Engineering's Service Proposal.

FISCAL IMPACT: Other
(Select One)

If "Other", specify

FUNDING

Drainage Authority Dollars =

\$5,800

Grant

(Select One)

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

Total

\$5,800

Sibley County



CD 30-A Bridge location
38006 County RD 4
Nicollet, MN 56074

Approx. 75'Lx20' wide

Bernadotte Township

T 111 N - R 29 W

- US Highways
- State Highways
- County State Aid
- County Roads
- Township Roads
- City Streets
- Section Lines

- Public Access
- Water Access
- Public Wildlife Areas
- Woodland
- Water Features
- Wetlands



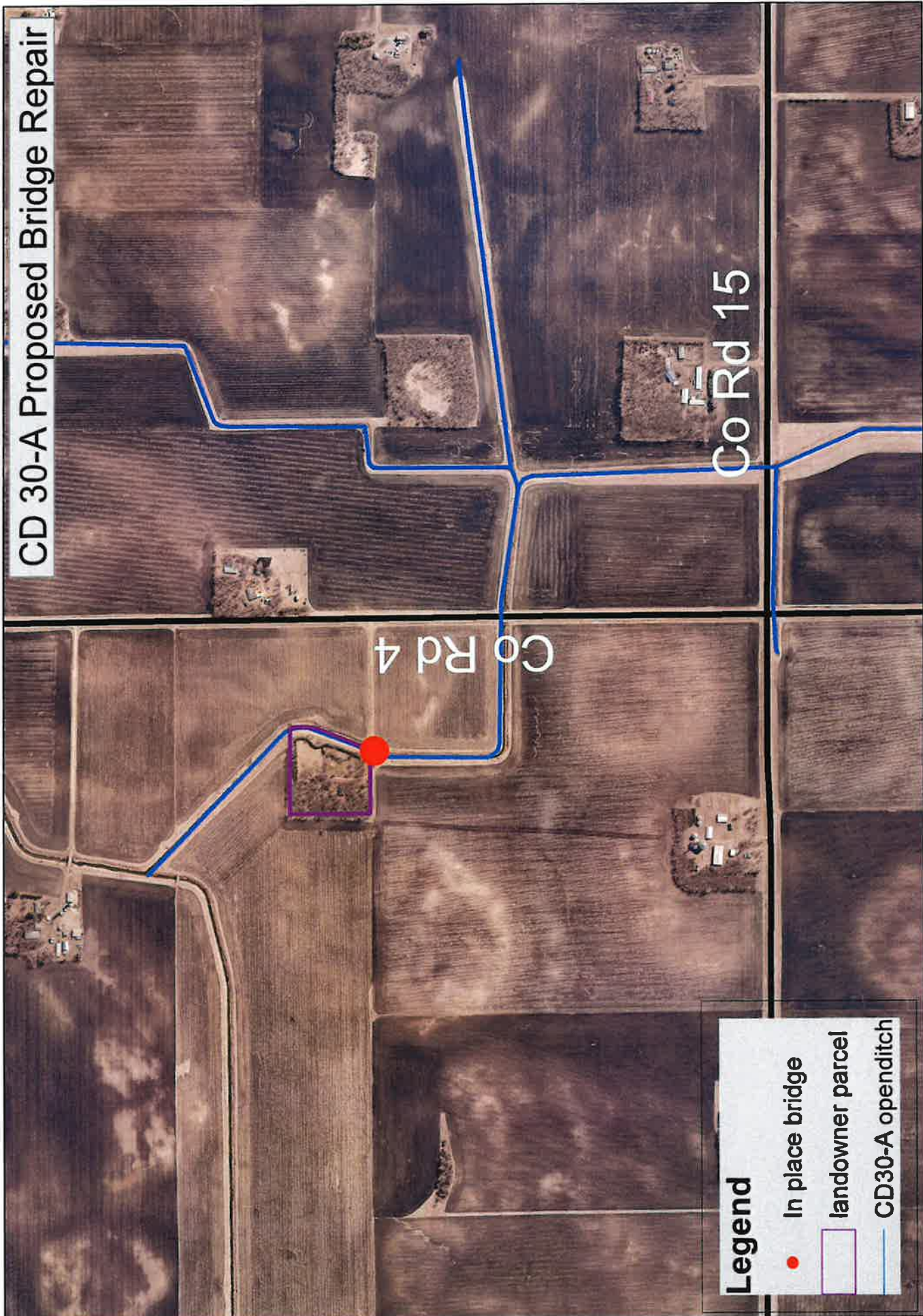
0 0.25 0.5 1 Miles



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of information from various sources and is to be used for reference purposes only. Nicollet County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact the Nicollet County Office of Technologies.



CD 30-A Proposed Bridge Repair



Legend

In place bridge

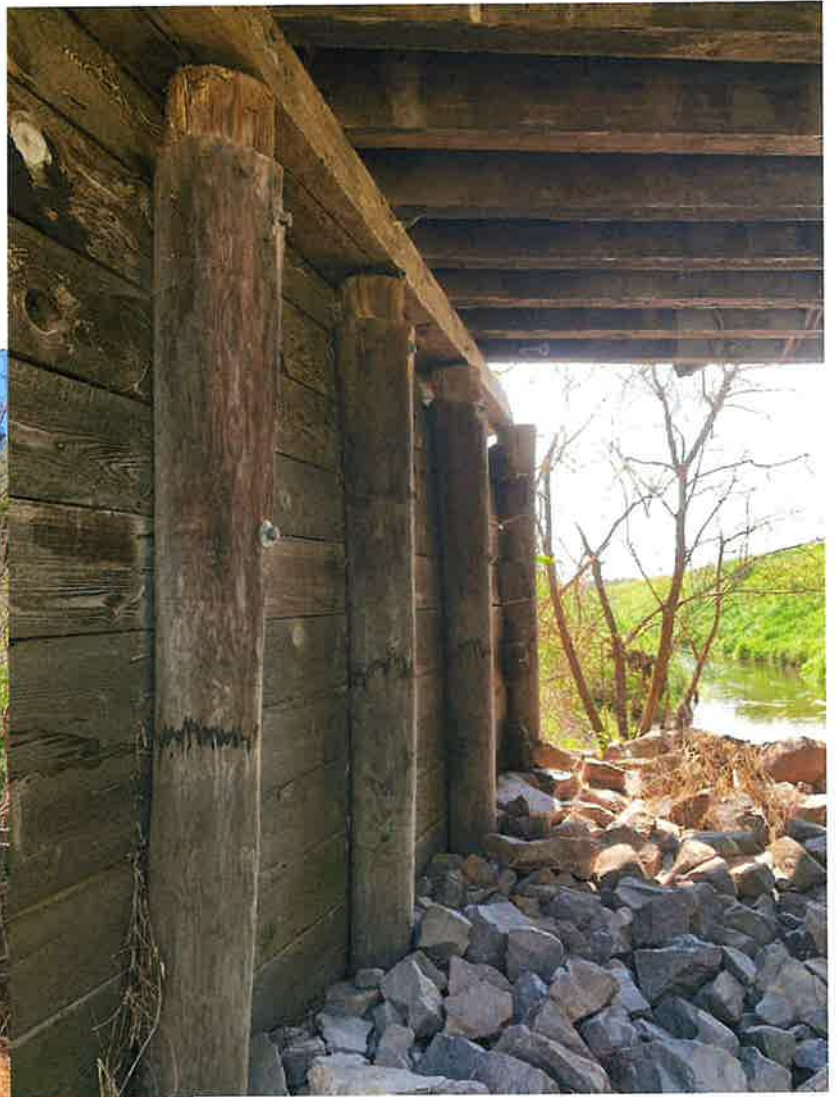
landowner parcel

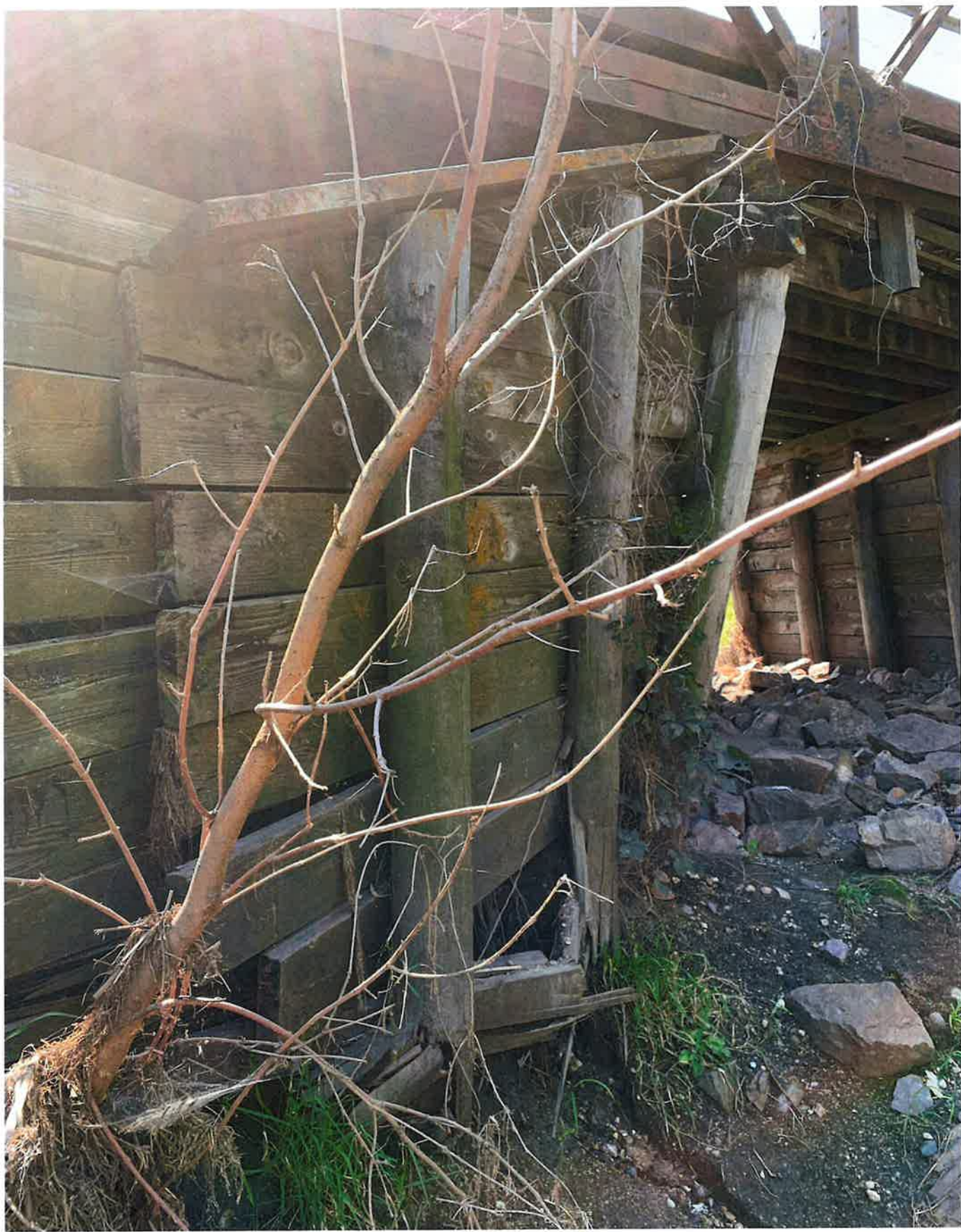
CD30-A open ditch

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one.
 This drawing is a compilation of information from various sources and is to be used for reference purposes only.
 Nicollet County Public Works - Ditch Department is not responsible for any inaccuracies herein contained.
 If discrepancies are found please contact Nicollet County Public Works Dept. at 507-931-1760

Author: Nathan A. Henry
 Date: 3/15/2023









ERICKSON ENGINEERING

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www.ericksonengineering.com

Tom Wilson, P.E., Vice President
612-249-0839
twilson@ericksonengineering.com

ENGINEERING SERVICES AGREEMENT between

NICOLLET COUNTY

and

ERICKSON ENGINEERING CO., LLC

for inspection and load rating of a county drainage system bridge
over CD 30-A

Erickson Engineering Agreement 23019, March 16, 2023

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A INTRODUCTION

Erickson Engineering Co., LLC, agrees to provide the following services to Nicollet County in connection with the aforementioned project, according to the terms of this agreement.

In this document, "Client" refers to Nicollet County and "Consultant" refers to Erickson Engineering Co., LLC.

B SERVICES

1.0 Bridge Inspection and Load Rating

- 1.1 The Consultant shall conduct a visual inspection of the bridge. The inspection will be limited to portions above the ground or waterline as viewed from the bridge deck, top of substructures, or ground. The Consultant shall document any damaged or deteriorated sections so the effect of the deteriorated section can be evaluated and remedial action recommended to the Client.

- 1.2 The Consultant shall prepare a letter report summarizing the results of the inspection. The report will include a discussion of the damaged or deteriorated bridge elements and recommendations for repair, if feasible.
- 1.3 The Consultant shall prepare a bridge rating and load posting report. We anticipate the substructures will govern the load rating.

C COMPENSATION

Compensation in full for the work described in section B Services will be on a Cost Plus (Time and Materials) basis, which includes the Consultant's profit. Section E shows the Consultant's Time and Materials rates, and these rates are a part of this agreement.

Fees and payment for services listed in this agreement will be as follows:

Services		Estimated Fee
1.1	Inspection	\$ 1,500.00
1.2, 1.3	Report and Load Rating	\$ 4,300.00
TOTAL FEE		\$ 5,800.00

Conditions and Payment Schedule

The Consultant may request progress payments for "Cost Plus" services while the work is in progress, based on time and materials provided within a specific timeframe. The progress payments are due upon receipt of invoice.

Cancellation: If the Client cancels this agreement, the Consultant may request payment for all work performed up to the cancellation date. The Client shall pay for fully completed work as outlined above. The Consultant will invoice partially completed work on a Time and Materials basis, according to section E Time and Materials Rates. The total amount invoiced for the partially completed work will not exceed the amount which would have been due had the work been fully completed.

Additional Services: If the Client requests that the Consultant provide services not listed in this agreement, or if any additional services are required due to revisions in Client standards or specifications, then the Consultant may request reimbursement for such services. The Client shall pay the Consultant on a Time and Materials basis, according to section E Time and Materials Rates, unless otherwise agreed to in writing by both the Consultant and the Client.

D TIMELINE

Task	Completion Date
1.1→1.3 Inspection / Load Rating	June 2023

E TIME AND MATERIALS RATES

TITLE	RATE / HR
Vice President	\$ 185.00
Senior Project Engineer / Project Manager	\$ 120.00 - \$ 155.00
Project Engineer	\$ 100.00 - \$ 120.00
Design Engineer	\$ 80.00 - \$ 100.00
Senior Technician	\$ 140.00
Engineering Technician	\$ 80.00 - \$ 100.00
Certified Inspector	\$ 90.00 - \$ 135.00
Mileage Rate	\$ 0.65 / mile
Lodging	\$ Actual Cost (room charge / night)

Rates may be adjusted annually to reflect cost of living increases.

F GENERAL CONDITIONS

I Scope of Professional Engineering Services

The Consultant agrees to provide the services described in section B Services when the Client requests and authorizes the Consultant to provide the services. The Client shall pay the Consultant for these services on a Time and Materials basis, at the rates stated in section E Time and Materials Rates, unless otherwise stated in this agreement.

II Responsibilities of the Consultant

The Consultant shall maintain Professional Liability Insurance for \$2,000,000 (two million dollars) during the life of this contract. If the Client requests additional insurance, the Consultant will purchase such insurance if available. The Client will pay the cost of the additional insurance.

The Consultant is not responsible for the failure of others to perform in accordance with other contracts. The Consultant's services do not relieve others of their responsibilities.

III Responsibilities of the Client

The Client shall make available to the Consultant all known information applying to the site and services provided by the Consultant. The Client shall immediately inform the Consultant of new information which may be in conflict with previous information regarding the site or Consultant services. The Consultant has a right to depend on documents and information supplied by the Client.

IV Other Damages

The Consultant and the Client will not be liable to each other for any incidental, consequential, or special damage relating to the Consultant's services. This includes business interruption, good will, or loss of anticipated profits.

V Termination

Either party may terminate this agreement by giving fourteen days written notice to the other party. Upon termination, the Client will pay the Consultant for costs incurred to the date of termination, including termination costs and other obligations and commitments incurred in providing services. All obligations and liabilities between the parties will terminate upon payment. These costs are payable under the contract when invoiced.

VI Document Ownership

The Client acknowledges the Consultant's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement will become the property of the Client upon completion of the work and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the plans and specifications without the prior written authorization of the Consultant. To the fullest extent permitted by law, the Client agrees to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of unauthorized reuse or modification of the construction documents by the Client, or by any person or entity that obtains the plans and specifications from or through the Client, without written authorization of the Consultant.

VII Party Relationship

The Consultant shall act solely as an independent contractor. The Client and the Consultant may not enter into any agreement or assume any obligation for the other.

VIII Force Majeure

The Consultant shall not be liable for failure to perform due to circumstances beyond the Consultant's control. These may include, but are not limited to, wars, floods, strikes, riots, fire, acts of nature, or inability to obtain equipment or material. In the event of such circumstances, the Client will agree to extend the performance time sufficiently to overcome the effects of such events.

IX Successors and Assigns

The Consultant and Client each binds itself, its successors, and assigns to the other party of this agreement and to the successors and assigns of the other party with respect to all provisions of this agreement.

X Entire Agreement

This agreement represents the entire understanding between the Client and the Consultant. No change of the terms or conditions of this agreement will be binding on either party unless these changes are in writing and signed by an authorized representative of both parties.

XI Applicable Law

The laws of the State of Minnesota will govern this agreement.

XII AA / EEO

The Consultant is an Affirmative Action and Equal Employment Opportunity Employer.

XIII Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement or the services the Consultant renders or will render hereunder, the Client and Consultant agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal non-binding mediation, conducted according to rules and procedures agreed upon by the parties, unless the parties mutually agree otherwise.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to allow the mediator to help select an alternative resolution method.

G AUTHORIZATION

The Client and the Consultant agree as set forth above.

For the Client:

Nicollet County Public Works
1700 Sunrise Drive
St. Peter, MN 56082

For the Consultant:

Erickson Engineering Co., LLC
9531 W 78th St Ste 100
Eden Prairie, MN 55344

Signature

Title

Date

Signature

Title

Date



Thomas J. Wilson, P.E.

Vice President
Title

March 16, 2023
Date

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 30-A Repair #23-001



OVERVIEW

Date Repair Was Created:	2023-04-05	Branch:	Main
Problem/Proposed Work:	<p>On June 4, 1975 the Drainage Authority authorized the installation of a used steel truss bridge for a ditch crossing on CD 30A. Since the installation of the bridge there has not been a bridge inspection or load rating completed to ascertain the condition or load carrying capacity of the bridge. A landowner that has property that is served by this crossing has been inquiring about the safe load carrying capacity of the bridge as he is looking at starting a building project that would require concrete trucks and other large equipment to cross the bridge. Farming operations also utilize this crossing and it is important for the safety of the vehicles using this bridge to know what the condition and actual load carrying capacity of the bridge is. A engineering service proposal from Erickson Engineering (bridge engineering firm) has been received to provide bridge inspection and load rating services for this structure for the amount of \$5,800. If the inspection report determines that significant repairs would be needed a second proposal from Erickson Engineering would be requested that would have the firm develop repair options, replacement option, and to develop plans and specifications for the preferred repair/replacement option.</p>		
Ditch Repair:			

Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT

For Staff Documentation & Contractor Information

Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:	2	Township:	Bernadotte
Twp:	111N	Range:	29W
Section:	24	Qtr-Qtr Section:	
Latitude:	44.39877193265341	Longitude:	-94.25405406440521
Parcel Number:	02.024.0600		
Location Details			

PERSON REQUESTING REPAIR

Name	Address	Phone
Sara Urban	305 W 5th St	None

LANDOWNER

Name	Address	Phone
URBAN SARA	308 W 5TH ST	None

STATUS LOG

Action	Date	Initials	Notes
For Review	04/05/2023	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

Order	Date	Contractor	Total Cost	Notes
1	2023-04-05	Sample Vendor	5800	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
2023-03-27	nhenry	Site was viewed and condition noted

INSPECTION PHOTOS

Date (03/27/2023) - Inspector(nhenry)

04/05/2023 - IMG 9619.JPG

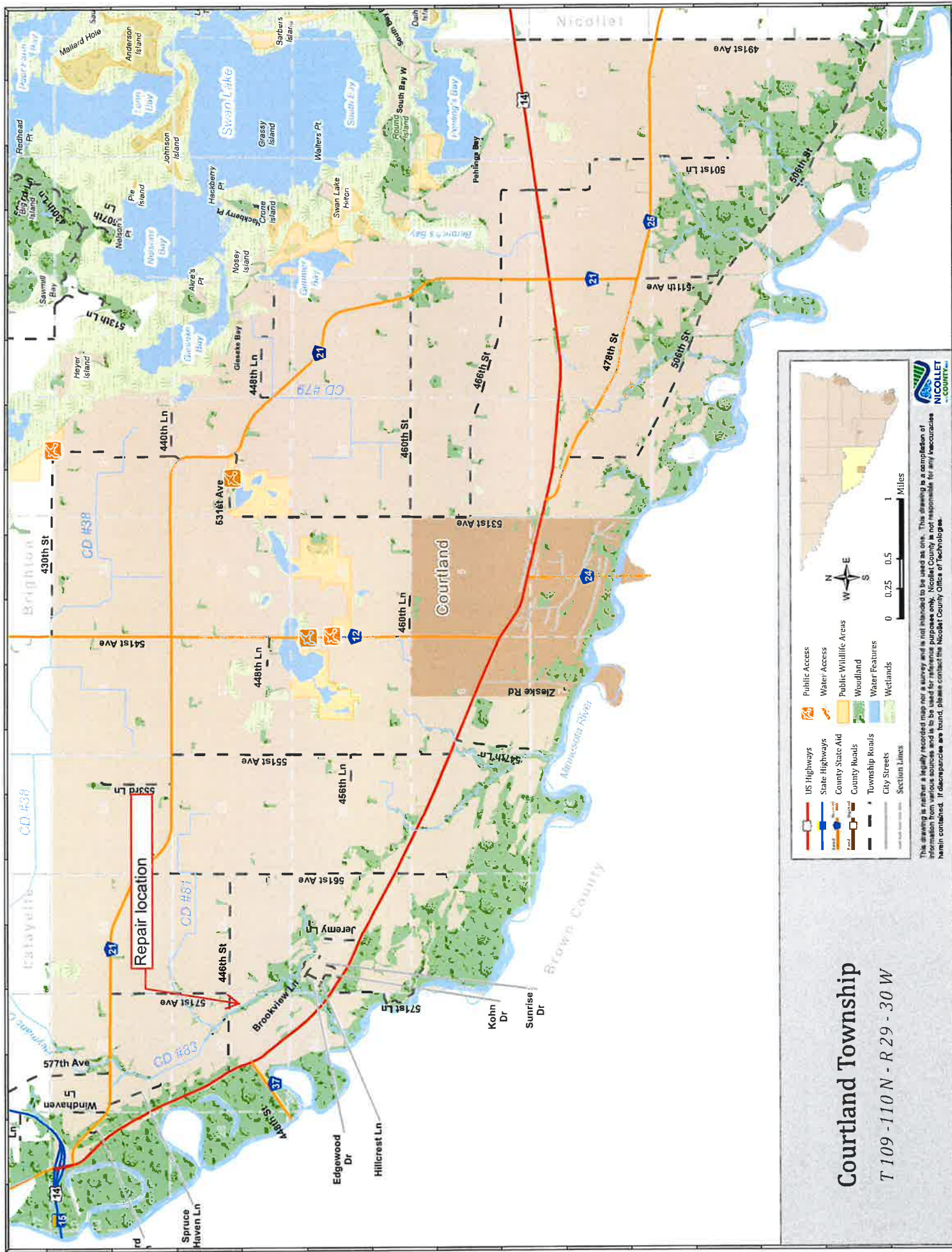
Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT
For Staff Documentation & Contractor Information



Nicollet County Drainage Authority Meeting Agenda Item



Agenda Item: Consider CD 83 Ditch Bank/Driveway Repair Options		
Primary Originating Division/Dept.: Public Works-Drainage Ditches Contact: Seth Greenwood, P.E. Title: PWD/County Engineer Amount of Time Requested 30 minutes Presenter: Seth Greenwood, P.E. Title: PWD/County Engineer		Meeting Date: 04/11/2023 Item Type: Regular Agenda <small>(Select One)</small> Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
County Strategy: Facilities and Space - preserve, maintain and build our assets <small>(Select One)</small>		
BACKGROUND/JUSTIFICATION: <p>In 2022 the Drainage Authority authorized the hiring of Houston Engineering to develop CD 83 ditch bank/Hippert Driveway erosion and stabilization options. Houston Engineering had provided 3 repair options and they are as follows:</p> <p>Option #1-Relocate Driveway-\$51,000 Option #2-Install Seepage Tile-\$100,000 Option #3-Riprap Ditch Slope-\$169,000</p> <p>If Option #1 would happen to be chosen as repair method Houston Engineering has provided as estimated cost to develop plans & specifications and the quote package to solicit contractor quotes for a cost of \$7,400. If Option #1 is approved the Drainage Authority would be requested to authorize the PW Director to approve Houston Engineering's Task Order Revisions & Change in Scope of Services document.</p> <p>A landowner informational meeting will be held as part of this item on April 11, 2023 starting at 10AM. +</p>		
Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None		
Prior Drainage Authority Action Taken on this 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: To be determined at Drainage Authority Meeting		
FISCAL IMPACT: Other <small>(Select One)</small> If "Other", specify		FUNDING Drainage Authority Dollars = Grant <small>(Select One)</small> Total
FTE IMPACT: No FTE change <small>(Select One)</small> If "Increase or "Decrease" specify: Related Financial/FTE Comments:		



Courtland Township

T 109 - 110 N - R 29 - 30 W

NICOLLET COUNTY

This drawing is neither a legally recorded map nor a survey, and is not intended to be used as one. This drawing is a compilation of information from various sources, and is to be used for reference purposes only. Nicollet County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact the Nicollet County Office of Technology.

Legend

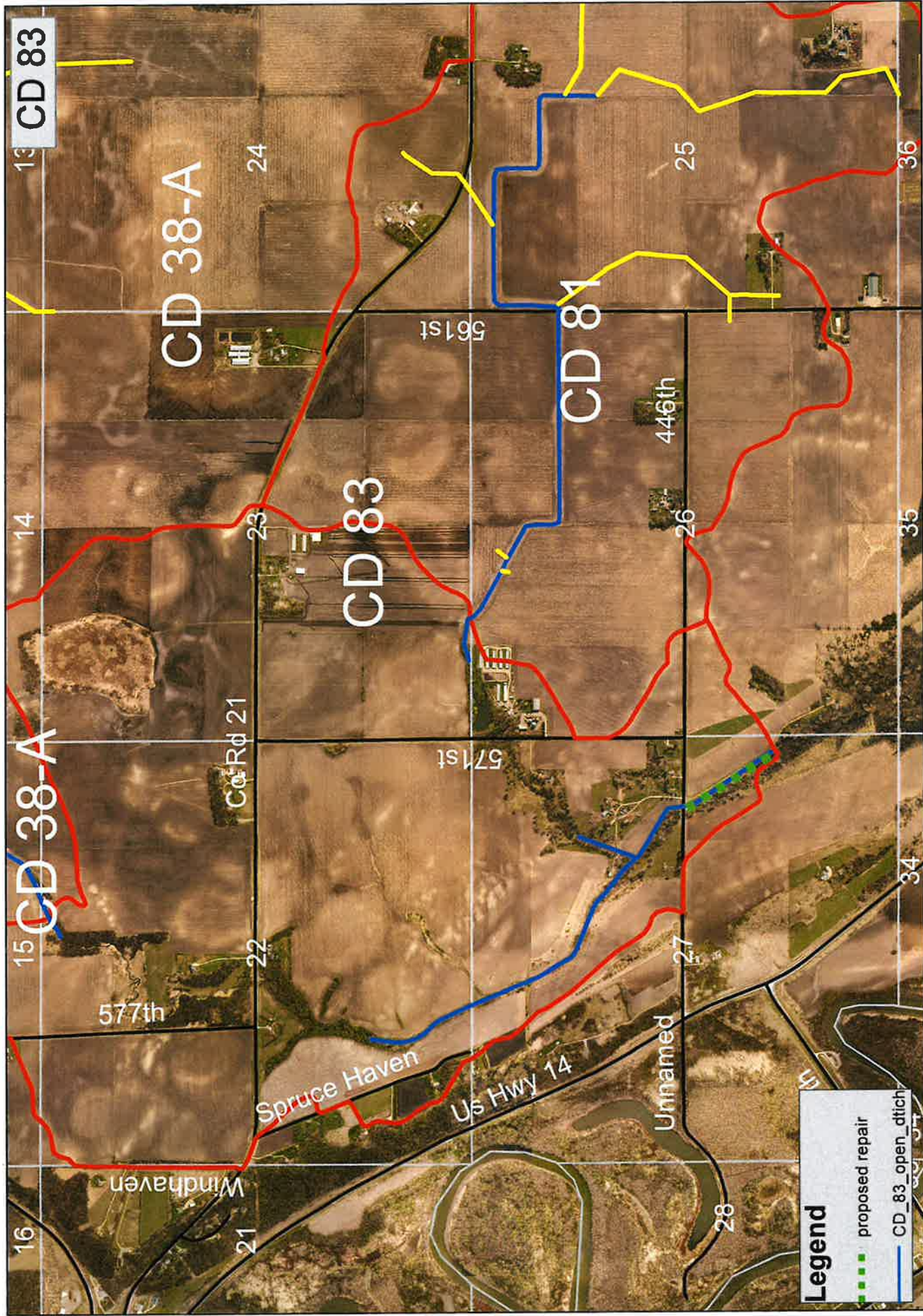
- US Highways
- State Highways
- County State Aid
- County Roads
- Township Roads
- City Streets
- Section Lines
- Public Access
- Water Access
- Public Wildlife Areas
- Woodland
- Water Features
- Wetlands

Scale

0 0.25 0.5 1 Miles

North Arrow

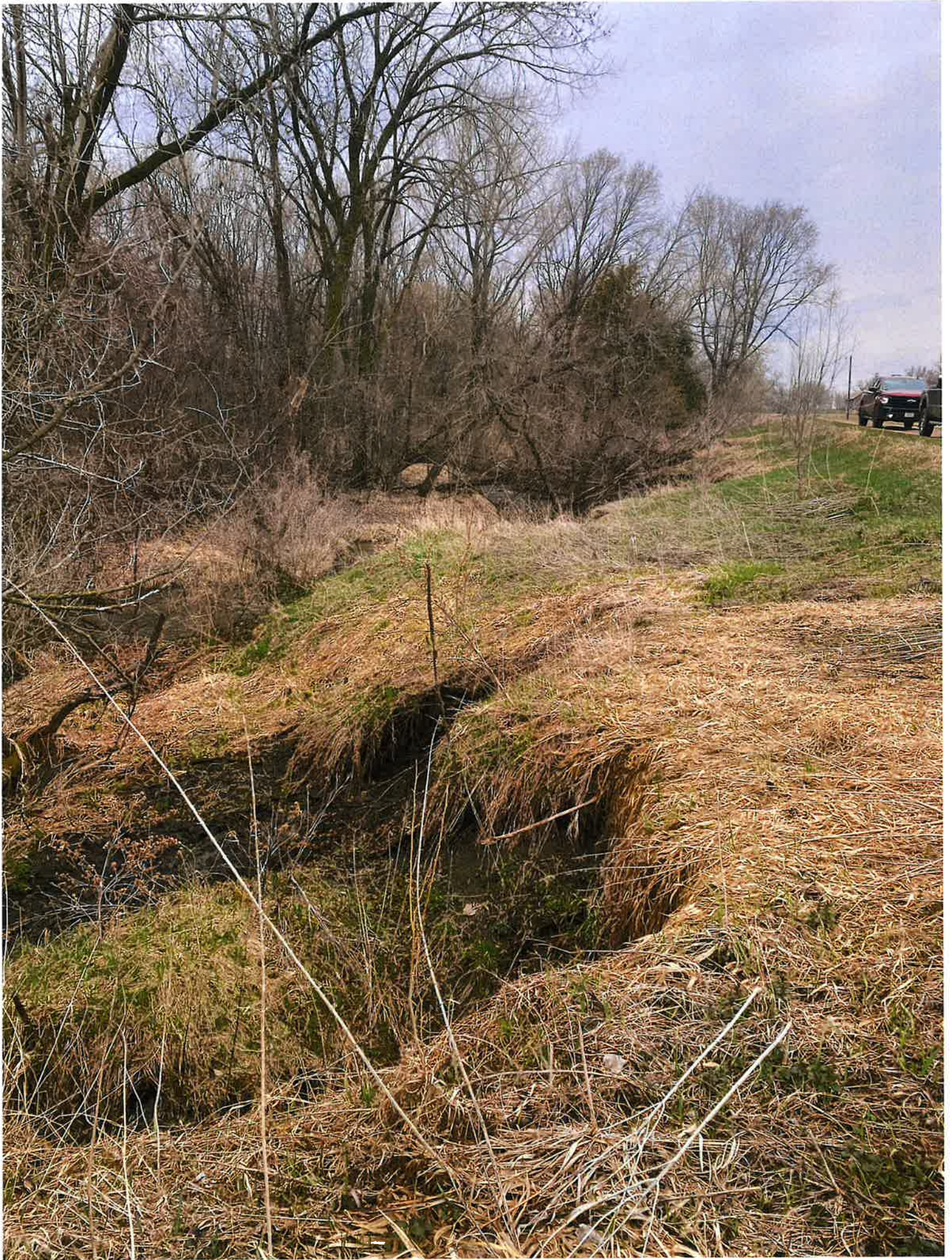
N
E
S
W



This drawing is neither a legally recorded map nor a survey and is not intended to be used as one.
 This drawing is a compilation of information from various sources and is to be used for reference purposes only.
 Nicollet County Public Works - Ditch Department is not responsible for any inaccuracies herein contained.
 If discrepancies are found please contact Nicollet County Public Works Dept. at 507-831-1760



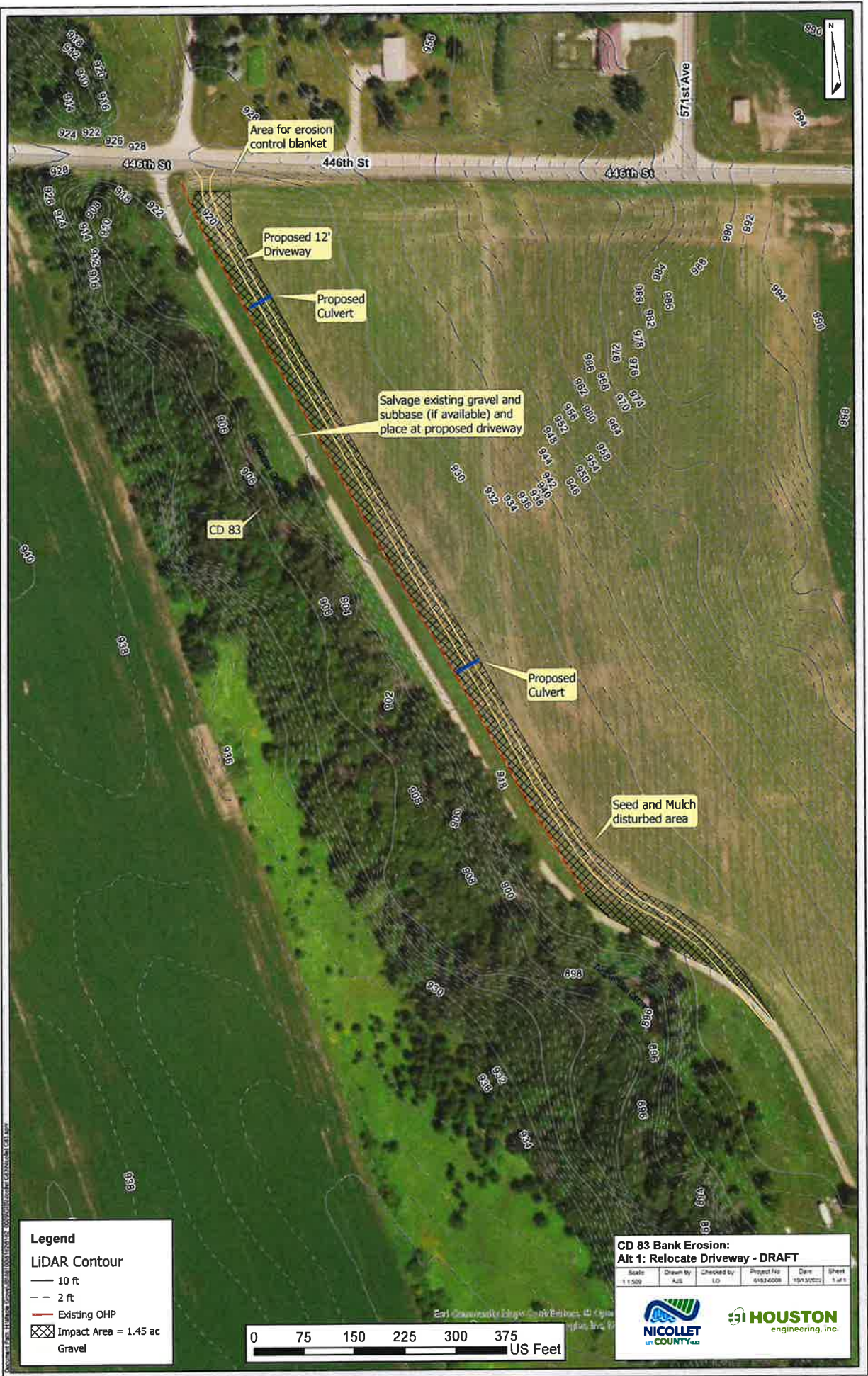












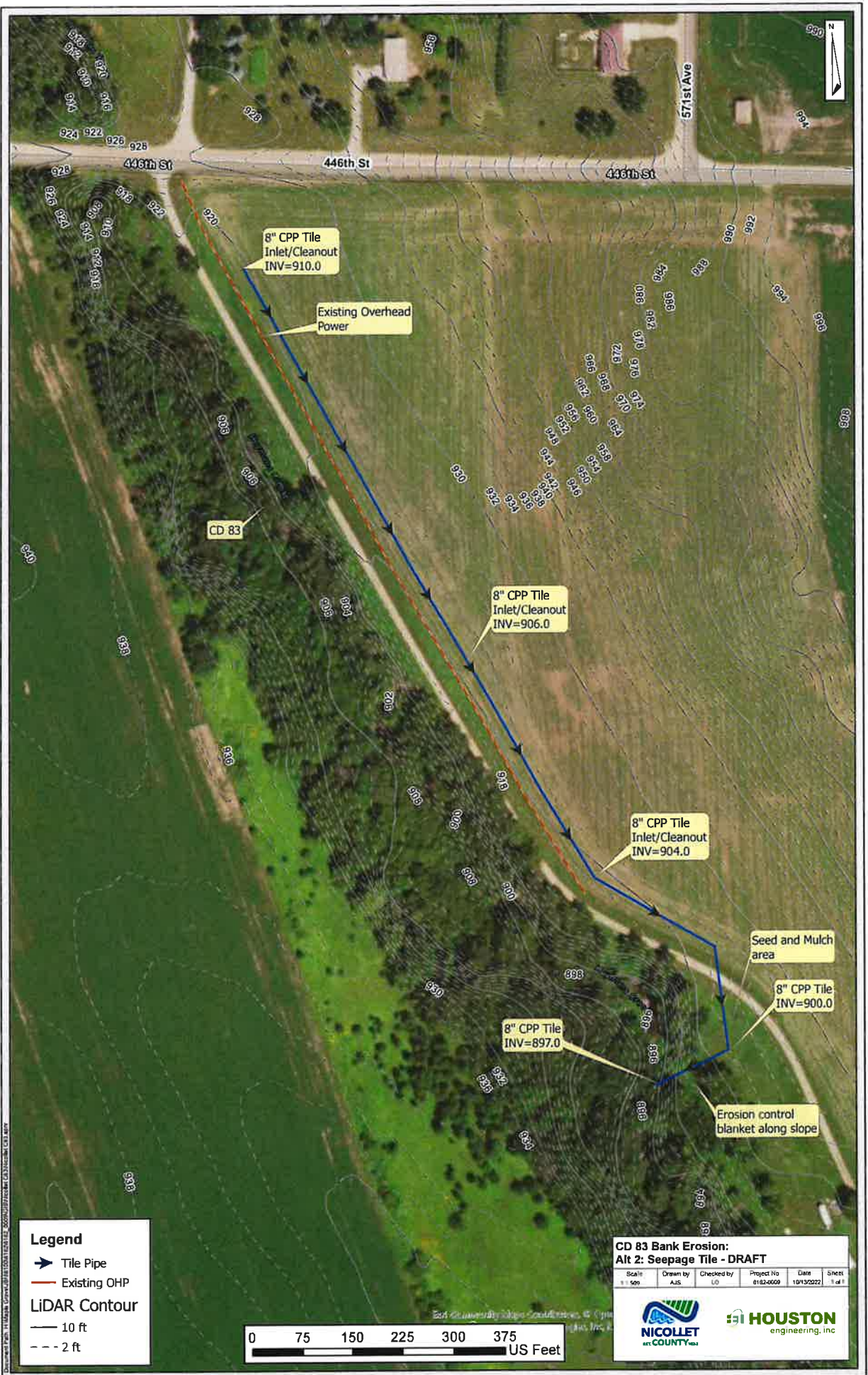
Preliminary Opinion of Probable Cost

Alt 1: Relocate Driveway

DRAFT Preliminary Opinion of Probable Cost

1/18/2023

LINE			EST'D	POPC	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	Mobilization	LS	1	\$2,100.00	\$2,100.00
2	Salvaging and recompacting Gravel	CY	111	\$15.00	\$1,661.11
3	Common Excavation and Placement in new Locatoin	CY	1329	\$7.25	\$9,634.44
4	Aggregate Base Class 5 (LV)	CY	288	\$35.00	\$10,077.41
5	18" Culvert	LF	60	\$41.00	\$2,460.00
6	18" CAS Apron	EA	4	\$1,050.00	\$4,200.00
7	Seeding and Mulch	AC	1.5	\$2,100.00	\$3,192.00
8	Misc. Erosion Control	LS	1	\$2,100.00	\$2,100.00
	Subtotal				\$35,424.96
	Contingency			15%	\$5,313.74
	Construction Total				\$41,000.00
	Permanent Easement	AC	1.45	\$7,000.00	\$10,150.00
	Project Total				\$51,000.00



Preliminary Opinion of Probable Cost

Alt 2: Seepage Tile

DRAFT Preliminary Opinion of Probable Cost

1/18/2023

LINE			EST'D	POPC	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	Mobilization and Dewatering	LS	1	\$5,100.00	\$5,100.00
2	8" CPP Perforated Tile	LF	1525	\$20.00	\$30,500.00
3	Deep Bury Depth	LF	1525	\$15.00	\$22,875.00
4	Drainage Rock	CY	339	\$62.00	\$21,018.00
5	Standard Surface Inlets / Cleanout	EA	3	\$1,250.00	\$3,750.00
6	Gravel Road Patch	EA	1	\$1,200.00	\$1,200.00
7	Riprap	CY	4	\$155.00	\$620.00
8	Seeding	AC	0.40	\$2,100.00	\$840.00
9	Misc. Erosion Control	LS	1	\$1,050.00	\$1,050.00
	Subtotal				\$86,953.00
	Contingency			15%	\$13,042.95
	Construction Total				\$100,000.00
	Project Total				\$100,000.00

Preliminary Opinion of Probable Cost

Alt 3: Riprap

DRAFT Preliminary Opinion of Probable Cost

3/16/2023

LINE			EST'D	POPC	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	Mobilization	LS	1	\$5,000.00	\$5,000.00
2	Tree Clearing	ACRE	0.72	\$30,000.00	\$21,694.21
2	Common Excavation and Placement in new Locatoin	CY	1069	\$7.25	\$7,753.47
3	Riprap	CY	917	\$120.00	\$110,000.00
3	Seeding	AC	0.72	\$2,100.00	\$1,518.60
4	Misc. Erosion Control	LS	1	\$1,050.00	\$1,050.00
	Subtotal				\$147,016.28
	Contingency			15%	\$22,052.44
	Construction Total				\$169,000.00
	Project Total				\$169,000.00

Task Order Revisions & Change in Scope of Services

To: Nathan Henry, Nicollet County Drainage Inspector
From: Lisa Odens, PE, Houston Engineering Inc.
Subject: Nicollet CD 83 Stabilization
Date: March 16, 2023
Project: HEI: 6162-0009

Houston Engineering, Inc. (Houston Engineering, HEI) entered into contractual agreements (i.e., AGREEMENT) on August 24, 2022 to provide professional consulting services to the Nicollet County. The AGREEMENT identifies various services to be performed in fulfillment of the contract and an associated compensation amount. The AGREEMENT identifies the services to be performed in return for an estimated compensation of **\$6,600**. The purpose of this memorandum is to document a change in the Scope of Services provided by Houston Engineering under our AGREEMENT and to document additional fees associated with the change in the Scope of Services. The following items are identified as additional services and therefore represent a change in the original Scope of Services.

ADDITIONAL PROFESSIONAL SERVICES RENDERED:

Quote Package and Construction Staking: HEI will revise the previously provided concept to develop a quote package which can be used to solicit quotes for Alternative 1 (driveway relocation).

DELIVERABLES ASSOCIATED WITH THE ADDITIONAL SERVICES:

- Draft and final quote package
- Construction staking (one trip)

ASSUMPTIONS RELATED TO COMPLETING THE SCOPE OF SERVICES

The estimated compensation for the execution of the tasks identified within the "Professional Services Rendered" section of this Scope of Services is based upon the following assumptions:

- No permitting or coordination with regulatory agencies is required
- HEI will utilize the previously specification package previously developed for work on CD 48A.
- No attendance at meetings is required
- County staff will lead solicitation of quotes. HEI will provide up to 2 hours of assistance addressing questions from bidders.
- County staff will lead construction management. HEI will provide up to 2 hours to address questions during construction.
- No as-built survey will be needed.

COMPENSATION

The scope of work described herein is estimated to cost **\$7,400**, thus, we request the total estimated compensation be increased to **\$14,000**. HEI will continue to bill Nicollet County on a time and materials basis per HEI's standard rate schedule and will not exceed the amended contract amount without prior approval from Nicollet County.



SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written:

CLIENT/OWNER

HOUSTON ENGINEERING, INC.

BY: _____
AUTHORIZED REPRESENTATIVE

BY:  _____
AUTHORIZED REPRESENTATIVE

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON ENGINEERING, INC:

Attn: Lisa Odens, 7550 Meridian Court, Suite 140, Maple Grove, MN 55369