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## REGULAR BOARD MEETING AGENDA

Notice is hereby given that the Board of Commissioners of Roseau County will meet in session on March 14, 2017, at 9:00 a.m., in the Roseau County Courthouse, Room 110, Roseau, MN, at which time the following matters will come before the Board:

**9:00 Call to Order**

1. Presentation of Colors
2. Approve Agenda
3. Comments and Announcements
4. Approve Bills

**9:05 Delegations/Board Appointments/Public Comments\***

1. Lou Tasa, Minnesota Department of Transportation, District 2 Highway Engineer
  - a. Construction Update
2. Richard Magnusson, Fair Board Secretary/Red River Development Association Representative
  - a. 2017 County Fair
  - b. Red River Development Association - Update

**9:45 Consent Agenda**

1. February 28, 2017 Board Proceedings
2. Jail - Computer System Upgrade
3. Buffer Strip Resolution
4. Audit Contract
5. Lease Agreement – County Owned Property
6. Tri-Valley Opportunity Council – Resolution of Support
7. 2017 Boat and Water Safety Grant

**9:50 Department Reports**

1. Highway
  - a. Call for Bids – 2017 Brushing Projects
  - b. Land Surveyor Service Contract

**10:00 Committee Reports**

**10:00 County Board Items**

1. Courthouse Renovation Policy Discussion
2. Commissioner Committee Reports

**10:45 Unfinished Business**

**10:45 Adjourn**

**\*Limited to five minutes**







# PROCEEDINGS OF THE ROSEAU COUNTY BOARD OF COMMISSIONERS

February 28, 2017

The Board of Commissioners of Roseau County, Minnesota met in the Courthouse in the City of Roseau, Minnesota on Tuesday, February 28, 2017 at 9:00 a.m.

## CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Board Chair Mark Foldesi. The Pledge of Allegiance was recited. Commissioners present were Roger Falk, Mark Foldesi, Glenda Phillipe, Jack Swanson and Russell Walker.

## APPROVAL OF AGENDA

Consideration of an Audit Agreement was added as an Auditor Department Report; a Lake of the Woods Sportsman's Club Request for Reimbursement was added to the Consent Agenda; and, Highway Department hires and an advertisement for hire were added to the Highway Department Report. A motion to approve the amended Agenda was made by Commissioner Falk, seconded by Commissioner Walker and carried unanimously.

## COMMENTS AND ANNOUNCEMENTS

Commissioner Phillipe distributed a brochure with details on the Discovery and Development HUB (a co-working space) Open House in Warroad; and, Commissioner Foldesi stated that Wikstrom Telephone Company had contacted him with regard to the County's financial support of Roseau Electric Cooperative's feasibility study on expanding broadband services to rural residents.

## APPROVE BILLS

A motion was made by Commissioner Swanson, seconded by Commissioner Phillipe and carried unanimously to approve the payment of the following bills:

### Warrants Approved For Payment 2/16/2017

<u>Vendor Name</u>	<u>Amount</u>
MN DEPT OF FINANCE -TREAS	2,607.00
MN ENERGY RESOURCES	2,855.63
THE MASTER'S TOUCH LLC	3,099.23
TOWN OF BARNETT	20,242.94
TOWN OF BARTO	19,196.99
TOWN OF BEAVER	6,788.88
TOWN OF CEDARBEND	12,563.35
TOWN OF DEER	19,527.55
TOWN OF DEWEY	11,716.21
TOWN OF DIETER	18,653.12
TOWN OF ENSTROM	23,717.94
TOWN OF FALUN	15,881.65
TOWN OF GOLDEN VALLEY	13,708.04
TOWN OF GRIMSTAD	13,764.23
TOWN OF HEREIM	16,747.86
TOWN OF HUSS	13,272.43
TOWN OF JADIS	38,437.58
TOWN OF LAKE	74,146.58

TOWN OF LAONA	28,197.49
TOWN OF LIND	13,684.55
TOWN OF MALUNG	23,158.95
TOWN OF MICKINOCK	20,467.42
TOWN OF MOOSE	14,695.87
TOWN OF MORANVILLE	38,848.11
TOWN OF NERESON	14,332.01
TOWN OF PALMVILLE	6,722.26
TOWN OF POHLITZ	5,880.70
TOWN OF POLONIA	15,274.37
TOWN OF POPLAR GROVE	10,116.70
TOWN OF REINE	6,993.25
TOWN OF ROSS	24,342.07
TOWN OF SKAGEN	20,594.92
TOWN OF SOLER	13,708.62
TOWN OF SPRUCE	27,636.45
TOWN OF STAFFORD	17,917.34
TOWN OF STOKES	19,765.65
12 Payments less than 2,000.00	5,689.13
<b>Final Total:</b>	<b>654,953.07</b>

**Warrants Approved For Payment 2/23/2017**

<u>Vendor Name</u>	<u>Amount</u>
3 Payments less than 2,000.00	768.29
<b>Final Total:</b>	<b>768.29</b>

**Warrants Approved On 2/28/2017 For Payment 3/03/2017**

<u>Vendor Name</u>	<u>Amount</u>
ERICKSON ENGINEERING CO., LLC	10,806.00
JOBS HQ	5,266.00
LAKE OF THE WOODS CO PUBLIC WORKS	436,446.43
MATTSON PHARMACY INC	4,811.84
MSOP-MN SEX OFFENDER PROGRAM-D	4,588.00
ROSEAU DIESEL SERVICE INC	4,283.53
SIMPLEX GRINNELL LP	7,074.32
UNIVERSITY OF NORTH DAKOTA	6,071.46
47 Payments less than 2,000.00	20,120.38
<b>Final Total:</b>	<b>499,467.96</b>

**DELEGATIONS/BOARD APPOINTMENTS/PUBLIC COMMENTS**

**CONSENT AGENDA**

A motion to approve the Consent Agenda was made by Commissioner Falk, seconded by Commissioner Walker and carried unanimously. The Board, by adoption of its Consent Agenda, approved the February 14, 2017 Board Proceedings; and, approved a Lake of the Woods Sportsman's Club Request for Reimbursement, in the amount of \$759.88, for trail fabric and rock.

**DEPARTMENT REPORTS**

Highway

Engineer Ketring met with the Board to request approval of two contracts; a final payment; Survey Crew Chief and Head Shop Mechanic hires; and, an advertisement to hire.

A motion to approve a contract with Morris Sealcoat and Trucking, Inc., in the amount of \$264,269.00, for the 2017 Seal Coat and Fog Seal Projects, was made by Commissioner Falk, seconded by Commissioner Swanson and carried unanimously.

A motion to approve a contract with Knife River Materials, in the amount of \$2,581,513.30, for the 2017 Bituminous Projects, was made by Commissioner Swanson, seconded by Commissioner Phillippe and carried unanimously.

A motion to approve a final payment to Northwest Concrete Products, in the amount of \$21,948.94, for ditch brushing, was made by Commissioner Walker, seconded by Commissioner Swanson and carried unanimously.

A motion to hire Wilfred Moser as a regular full-time Head Shop Mechanic (Grade 7, Step C), effective March 12, 2017, was made by Commissioner Phillippe, seconded by Commissioner Falk and carried unanimously.

A motion to hire Jacob Mertens as a regular full-time Survey Crew Chief (Grade 7, Step B), effective March 12, 2017, was made by Commissioner Swanson, seconded by Commissioner Walker and carried unanimously.

A motion to approve advertising for the hire of a regular full-time Heavy Equipment Operator was made by Commissioner Falk, seconded by Commissioner Walker and carried unanimously.

#### Assessor

Assessor Lund met with the Board to request approval to purchase three tablets and three licenses for Remote Checkout Software. Lund explained that these tablets will be used by the Deputy Assessors to perform real-time assessing duties while out viewing properties. A motion to approve the purchase of three tablets and the Remote Checkout Software licenses, in the amount of \$8,900.00 (\$5,300.00 from the Land Records Technology Fund and \$3,600.00 from the IT budget and/or the Assessor's Technology Fund), was made by Commissioner Swanson, seconded by Commissioner Phillippe and carried unanimously.

#### Auditor

Auditor Monsrud requested the Board consider a contract from Hoffman, Philip and Knutson to perform the required annual audit. The Board requested Monsrud contact similar size Counties to compare costs of audit services. This matter will be discussed again at the March 14, 2017 Board Meeting.

### **COUNTY BOARD ITEMS**

#### Commissioner Committee Reports

Commissioner Falk reported on the following committee(s): Association of Minnesota Counties (AMC) Spring Legislative Conference, 2/15-2/17/17; Social Services Board, 2/21/17; Highway Committee, 2/21/17; Township Officers meeting, 2/21/17; Red River Basin Commission, 2/22/17; Northwest Community Action, 2/23/17; Emergency Manager Hiring Committee meeting, 2/27/17.

Commissioner Foldesi reported on the following committee(s): Social Services Board, 2/21/17; Highway Committee, 2/21/17.

Commissioner Phillipe reported on the following committee(s): Minnesota's Rural Counties, 2/15/17; AMC 2/16-2/17/17; Social Services Board, 2/21/17; Highway Committee, 2/21/17; Township Officers meeting 2/21/17; Team EPIC (Warroad), 2/24/17; Warroad City Council, 2/27/17.

Commissioner Swanson reported on the following committee(s): Northern Counties Land Use Coordinating Board, 2/16/17; AMC Legislative Conference 2/16-2/17/17; AMC Board of Directors, 2/16/17; AMC Research Committee, 2/17/17; FEMA appeal meeting with Governor Dayton's Staff, 2/17/17; Social Services Board, 2/21/17; Highway Committee, 2/21/17; Domestic Violence Advisory Committee, 2/21/17; Jadis Town Board, 2/21/17; Township Officers meeting, 2/21/17; Roseau Economic Development Authority, 2/22/17; Northland College/City of Roseau, 2/23/17; Lao Assistance Center meeting, 2/24/17; Emergency Manager Hiring Committee meeting, 2/27/17.

Commissioner Walker reported on the following committee(s): Social Services Board, 2/21/17; Highway Committee, 2/21/17; Township Officers meeting, 2/21/17; Joint Counties Natural Resource Board, 2/27/16.

Upon motion carried, the Board adjourned the regular meeting at 11:33 p.m. The next regular meeting of the Board is scheduled for March 14, 2017 at 9:00 a.m.

Attest:

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Pelowski, County Coordinator  
Roseau County, Minnesota

\_\_\_\_\_  
Mark Foldesi, Chair  
Board of County Commissioners  
Roseau County, Minnesota





# ACCURATE CONTROLS, INC.

326 Blackburn St., Ripon, WI 54971 P: 920-748-6603 F: 920-748-9397

**Quotation #** 161512RC

<b>Sold To:</b> Chris Stauffer Roseau County Jail 604 5th Ave, SW Roseau, MN 56751 Phone: 218-463-4247 Fax: 0 Email: chris.stauffer@co.roseau.mn.us	<b>Date:</b> 12/15/2016 <b>Quoted By:</b> Lori Endeward
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**Description:**  
This quote is for 3 HP Computers complete with Wonderware Upgrade Licenses for Rooms 11 Dispatch and 30 Jailer. It also includes 2 Touchscreen monitors to update for the new Wonderwar upgrades. An ACI Technician would come to site to set up, install and test.

Parts Description:	Quantity:	Unit Price:	Amount:
HP Computer	3	\$945.00	\$2,835.00
Wonderware Full License Upgrade	2	\$2,025.00	\$4,050.00
Wonderware Factory Focus Upgrade	1	\$958.50	\$958.50
19" Touchscreen Monitors	2	\$742.50	\$1,485.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
0	0	\$0.00	\$0.00
			<b>\$9,328.50</b>

**Shipping & Handling:** \$ 186.57

Labor Description:	Hours:	Unit Price:	Amount:
Field Technician	16	\$ 123.00	\$ 1,968.00
Programming	15	\$ 162.00	\$ 2,430.00
Project Management	1	\$ 94.50	\$ 94.50
Engineering	0	\$ 162.00	\$ -
CAD	0	\$ 94.50	\$ -
Manufacturing / Testing	0	\$ 84.00	\$ -
			<b>\$ 4,492.50</b>

Subcontract Services:	Subcontractor:	0	Amount:
Subcontractor Materials			\$ -
Subcontractor Labor			\$ -
			<b>\$ -</b>

**Travel & Per Diem:** \$ 3,932.00

**Total Quotation:** \$ 17,939.57

**Exceptions:**  
Delivery and installation lead times shall be determined upon receipt of your purchase order or signed quotation at ACI.  
This quote does not include sales tax which will be added at invoicing if required.

**Warranty:** 1 Year

Accurate Controls, Inc. shall guarantee equipment to be free from defects during the warranty period. We shall send replacement parts for defective equipment in a timely fashion after diagnosis by our service department and receipt of a signed purchase order. If it is determined that the equipment to be replaced is defective, no invoice will be sent. ACI does not warranty equipment that is damaged due to negligence, acts of God or vandalism.

Respectfully:

*Lori Endeward*

Lori Endeward, Service Coordinator  
lendeward@accuratecontrols.com

*Thank you for your business!*

Please accept this signature as an approval of this quotation and an authorization to proceed.

PO#: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Quotation valid for 30 days, subject to change thereafter.







Colleen Hoffman, Director  
Crystelle Philipp, CPA  
Marit Knutson, CPA



Hoffman, Philipp, & Knutson, PLLC  
Governmental Audit Services

February 16, 2017

Roseau County  
606 5<sup>th</sup> Avenue SW  
Roseau, Minnesota 56751  
ATTN: Martha A. Monsrud, Auditor

Dear County Auditor Monsrud:

The governmental auditing firm of Hoffman, Philipp, & Knutson, PLLC, would like to offer you a contract renewal for the annual audits of Roseau County. This renewal includes two options from which you may choose: a three-year annual price of **\$26,000** for each year ended December 31, 2017- 2019; or a five-year annual price of **\$25,000** for each year ended December 31, 2017-2021. The annual prices quoted above include all audit costs with no hidden fees, provided activities and expenditures of the County remain approximately the same each year and unexpected circumstances are not encountered.

Our firm exclusively provides quality governmental audits. Our audits are performed in accordance with *Government Auditing Standards* and Single Audit Uniform Guidance Requirements, when applicable. We use a straight-forward, effective audit approach, and are available to you throughout the year. If you have any questions regarding your audit or this renewal, please do not hesitate to contact us.

A three-year and a five-year contract are included for signature should you choose to hire our firm. We look forward to continuing to work with Roseau County.

Respectfully,

  
Colleen Hoffman  
Hoffman, Philipp, & Knutson, PLLC









AGRICULTURAL LEASE  
AGREEMENT

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 2017, by and between **Roseau County**, (LESSOR) and **Rodney Sikorski**, (LESSEE). The parties agree as follows:

1. **DEMISE & DESCRIPTION**: LESSOR demises and lets to LESSEE, to occupy and to use for agricultural purposes and for no other purposes, the following described real estate located in the County of Roseau, State of Minnesota, consisting of 240.53 acres of pasture land, and legally described as follow:

Government Lot One (1), Two (2), East Half of the Southwest Quarter (E½ SW¼), Southeast Quarter of the Northeast Quarter (SE¼ NE¼), and the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) in Section Six (6), Township One Hundred Sixty-two (162) North, Range Forty-four (44) West.

2. **TERM**: The term of this lease agreement shall be for a period of seven (7) months from May 1, 2017, to November 30, 2017.

3. **BINDING EFFECT**: The provisions of the lease agreement shall be binding on the heirs, executors, administrators and assigns of both LESSOR and LESSEE in like manner as upon the original parties.

4. **RENT**: LESSEE agrees to pay LESSOR, as annual cash rent for the use of the above-described pasture land, the sum of \$432.00 at the time of signing.

5. **DEFAULT**: LESSEE agrees that in the event he should be in default of the performance of any of the terms of this lease agreement, or have otherwise breached this lease agreement, LESSOR may in addition to any remedy now or hereafter available at law or in equity have the rights and remedies set forth in this lease agreement, which shall be deemed cumulative and not exclusive of those available at law or in equity.

6. **LESSEE'S DUTIES**: LESSEE agrees to faithfully keep said land and the improvements thereon in as good condition of repairs as the same now are, reasonable by the elements alone excepted or Lessee shall pay Lessor for any damage to said land resulting from the use.

7. **ASSIGNMENT AND SUBLETTING**: LESSEE will neither assign this lease nor sublet any part of said land without the consent of said LESSOR.

8. **PLOWBACK**: LESSEE is not responsible to plow, chisel plow or deep disking the tillable acres at the termination of this lease.

9. **GOVERNING LAW**: It is agreed that this lease agreement shall be governed by the laws of the State of Minnesota.

10. **ATTORNEY FEES**: In the event that any action is filed in relation to this lease agreement, the

unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney fees.

11. **EFFECT OF PARTIAL INVALIDITY:** The invalidity of any provision of this lease agreement will not and shall not be deemed to affect the validity of any other provision.

12. **ENTIRE AGREEMENT:** This agreement shall constitute the entire agreement between the parties.

13. **MODIFICATION:** Any modification of this lease agreement shall be binding only if evidenced in writing.

14. **LIABILITY:** This lease shall not be construed as imposing any liability on the Lessor for injury to person or property or any other person or property, arising from Lessee's use of the leased lands under this lease or any other license, lease, easement or other encumbrances. Lessee agrees to indemnify and hold harmless the Lessor from all claims arising out of the use of the lease lands, whether such claims are asserted by civil action or otherwise.

15. **TERMINATION CLAUSE:** This lease agreement may be terminated, without cause, upon 30 days written notice to all other parties. Upon termination, cash rent shall be pro-rated.

16. **OTHER TERMS:** None.

IN WITNESS HEREOF, each party to this lease agreement has caused it to be executed on the date first written.

**LESSEE**

**LESSOR**

COUNTY OF \_\_\_\_\_

BY: \_\_\_\_\_  
Name/Title

BY: \_\_\_\_\_  
Chairperson

Date of signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

BY: \_\_\_\_\_  
Auditor

**APPROVED AS TO FORM & EXECUTION**

BY: \_\_\_\_\_  
County Attorney

Date of Signature: \_\_\_\_\_



# Northwest Community Action

## SERVING NORTHWESTERN MINNESOTA

Randy Nordin, Executive Director



*Community Services • Head Start • Housing • Energy Assistance*

March 3, 2017

Roseau County Commissioners  
605 5<sup>th</sup> Ave  
Roseau, MN 56751

Dear Commissioners,

This letter is to request a resolution to administer the Minnesota Housing Finance Agency's (MHFA) Family Homeless Prevention Assistance Program (FHPAP) in Roseau County. A copy of the resolution is enclosed. Tri-Valley Opportunity Council would be the program grantee and Northwest Community Action would be the sub-grantee for Roseau County. The resolution is needed for the proposal.

FHPAP funds provide assistance for one or several months of rent or mortgage payments for families experiencing a crisis. Families receiving financial assistance are required to complete monthly case management and follow-up services. The funds can also be used for deposits, utility bills, transportation, and help with child care.

If you have any questions or comments prior to your meeting in March, feel free to contact me at 218-528-3258. I would be willing to answer any questions now, or at that time. Thank you for your time and attention to this matter.

Sincerely,

Gayle Peterson LSW

A handwritten signature in blue ink, appearing to read "Gayle Peterson", is written over the typed name.

Program Manager







**DEPARTMENT OF  
NATURAL RESOURCES**

**2017 STATE OF MINNESOTA  
ANNUAL COUNTY BOAT AND WATER SAFETY  
GRANT AGREEMENT**

**ENCUMBRANCE WORKSHEET**

Contract #: **120405**

PO#: **3000108046**

**State Accounting Information:**

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2017	Source Type State	Vendor Number 0000197344-001
Total Amount \$2,545	Project ID R29G40CGFFY16	Billing Location R297000221	DUNS 051818920	

**Accounting Distribution:**

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date January 1, 2017	Grant End Date June 30, 2018
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**Grantee Name and Address:**

Roseau Co. Sheriff  
604 – 5<sup>th</sup> Ave. SW  
Roseau, MN 56751

**Payment Address:  
(where DNR sends the check)**

Roseau Co.  
606 – 5<sup>th</sup> Ave. SW, #140  
Roseau, MN 56751

**2017 STATE OF MINNESOTA  
ANNUAL COUNTY BOAT AND WATER SAFETY  
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Roseau Co. Sheriff, 604 – 5<sup>th</sup> Ave. SW, Roseau, MN 56751 ("Grantee"). The payment address for this grant agreement is Roscau Co., 606 - 5<sup>th</sup> Ave. SW, #140, Roseau, MN 56751.

**Recitals**

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Agreement**

**1 Term of Grant Agreement**

- 1.1 **Effective date:** January 1, 2017 or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, Subdivision 5, whichever is later. Reimbursements will only be made for expenditures made according to the terms of this grant agreement.
- 1.2 **Expiration date:** June 30, 2018. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

**2 Grantee's Duties**

The Grantee, who is not a state employee, will provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. The Grantee is responsible for maintaining an adequate conflict of interest policy throughout the term of this grant contract. The Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

**Reporting Requirements:** The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

**3 Time**

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

**4 Consideration and Payment**

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Two thousand five hundred forty-five dollars (\$2,545).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Two thousand five hundred forty-five dollars (\$2,545).

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted in a form prescribed by the State within the dates previously noted in "Term of Grant Agreement" in this contract.
- (b) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the State through Title NA CFDA number \_\_\_\_\_ of the \_\_\_\_\_ Act of \_\_\_\_\_. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

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

## 5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 6 Authorized Representative

The State's Authorized Representative is Rodmen Smith, Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5361, [rodmen.smith@state.mn.us](mailto:rodmen.smith@state.mn.us) or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is the County Sheriff or designee. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

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

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

## 8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

- 9       **State Audits**  
Under Minnesota Statute § 16B.98, Subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.
- 10       **Government Data Practices and Intellectual Property**  
10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.
- If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
- 11       **Workers' Compensation**  
The Grantee certifies that it is in compliance with Minnesota Statute § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
- 12       **Publicity and Endorsement**  
12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.  
12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.
- 13       **Governing Law, Jurisdiction, and Venue**  
Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14       **Termination**  
14.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.  
14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.  
14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:  
a) It does not obtain funding from the Minnesota Legislature  
b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15       **Data Disclosure**  
Under Minnesota Statute § 270C.65, Subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**16 Invasive Species Prevention**

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

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

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Jared Murre

Date: 1/27/17

SWIFT Contract # 120405

Purchase Order # 3000108046

**3. STATE AGENCY: NATURAL RESOURCES**

By: \_\_\_\_\_  
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: \_\_\_\_\_

Attachments: Exhibits "A" & "B"

**2. GRANTEE:**

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

By: Jed

Title: County Sheriff

Date: Mar 9, 2017

By: \_\_\_\_\_

Title: Chairperson of County Board

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: County Auditor or Administrator

Date: \_\_\_\_\_

**Distribution:**

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

**COUNTY BOAT AND WATER SAFETY  
2017 BUDGET SPENDING PLAN  
(January 1, 2017 - June 30, 2018)**

MN DNR - Enforcement Division  
Boat & Water Safety  
500 Lafayette Road  
St. Paul, MN 55155-4047  
Email: [deb.ethier@state.mn.us](mailto:deb.ethier@state.mn.us)  
Deb's phone #: 651-259-5361

ROSEAU

County  
STEVE GUST, SHERIFF  
Contact Name  
218-463-1421  
Contact Phone

GROUP I - PERSONNEL	Number	Amount		TOTAL
		County	State	
Full-Time				\$ -
Seasonal	3.0	\$ -	\$ 1,923.00	\$ 1,923.00
<b>GROUP I SUBTOTALS</b>	<b>3.0</b>	<b>\$ -</b>	<b>\$ 1,923.00</b>	<b>\$ 1,923.00</b>

GROUP II - SUPPLIES & EXPENSES	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)			
Fuel and oil for boats and units to pull boats to/from the lake		\$ 322.00	\$ 322.00
Boat upkeep and weatherization		\$ 300.00	\$ 300.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>GROUP II SUBTOTALS</b>		<b>\$ -</b>	<b>\$ 622.00</b>

GROUP III - EQUIPMENT	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>GROUP III SUBTOTALS</b>		<b>\$ -</b>	<b>\$ -</b>

<b>2017 STATE GRANT TOTAL</b>	<b>\$ -</b>	<b>\$ 2,545.00</b>	<b>\$ 2,545.00</b>
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Scan and email the signed form. Send to:  
[deb.ethier@state.mn.us](mailto:deb.ethier@state.mn.us)

"This is to certify that the state funds will be used only for purposes set forth in M.S. Chapter § 86B and that the information contained on this form is correct to the best of my knowledge."

  
Signature

  
Date

**ALLOWABLE EXPENDITURES & REPORTING REQUIREMENTS  
2017 BOAT & WATER SAFETY STATE GRANT PROGRAM**

Use these guidelines when completing the Proposed Budget – Exhibit A form.

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

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

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

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

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

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

## Conflict of Interest Disclosure

### Conflict of Interest:

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

### Actual Conflict of Interest:

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

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

### Potential Conflict of Interest:

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

### Perceived Conflict of Interest:

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

### Organizational Conflict of Interest:

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

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

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

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

I also certify that I have read and understand the description of conflict of interest above and as of this date

(Check one of the two boxes below):

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

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

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

Grantee AR's Printed Name: Steven J. Gus Date: Nov 9, 17

Grantee AR's Signature: 

Organization Name: Roseau County Sheriff's Office

Project Name: 2017 Annual County Boat and Water Safety State Grant

State AR's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

State AR's Signature: \_\_\_\_\_



2016 STATE OF MINNESOTA  
ANNUAL COUNTY BOAT AND WATER SAFETY  
GRANT AGREEMENT

ENCUMBRANCE WORKSHEET

Grant #: 107060

PO#:3000091139

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2016	Source Type State	Vendor Number 0000197344-001
Total Amount \$3,347	Project ID R29G4CGSFY15	Billing Location R297000221	DUNS 051818920	

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Appropriation ID R297400	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date January 1, 2016	Grant End Date June 30, 2017
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Grantee Name and Address:

Roseau Co. Sheriff  
604 - 5<sup>th</sup> Ave. SW  
Roseau, MN 56751

MN DNR  
APR 29 2016  
ENFORCEMENT

Payment Address:

(where DNR sends the check)

Roseau Co.  
606 - 5<sup>th</sup> Ave. SW, #140  
Roseau, MN 56751

**2016 STATE OF MINNESOTA  
ANNUAL COUNTY BOAT AND WATER SAFETY  
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Roseau Co. Sheriff, 604 - 5<sup>th</sup> Ave. SW, Roseau, MN 56751 ("Grantee"). The payment address for this grant agreement is Roseau Co., 606 - 5<sup>th</sup> Ave. SW, #140, Roseau, MN 56751.

**Recitals**

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

**Grant Agreement**

**1 Term of Grant Agreement**

- 1.1 *Effective date:* January 1, 2016 or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, Subdivision 5, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for 2016 grant expenditures incurred back to the effective date. Reimbursements will only be made for expenditures made according to the terms of this grant agreement.
- 1.2 *Expiration date:* June 30, 2017. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 1.3 *Survival of Terms.* The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

**2 Grantee's Duties**

The Grantee, who is not a state employee, will provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures.

**Reporting Requirements:** The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing.

**3 Time**

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

**4 Consideration and Payment**

4.1 *Consideration.* The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) *Compensation.* The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Three thousand three hundred forty-seven dollars (\$3,347).
- (b) *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Three thousand three hundred forty-seven dollars (\$3,347).

4.2 *Payment*

- (a) *Invoices.* The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted in a form prescribed by the State within the dates previously noted in "Term of Grant Agreement" in this Grant.
- (b) *Federal funds.* (Where applicable, if blank this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the State through Title NA, CFDA number \_\_\_\_\_ of the \_\_\_\_\_ Act of \_\_\_\_\_. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:

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

#### 5 Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

#### 6 Authorized Representative

The State's Authorized Representative is Rodmen Smith, Director, Enforcement Division - Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5042, rodmen.smith@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The County Grantee's Authorized Representative is the County Sheriff or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

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

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

#### 8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

- 9     **State Audits**  
Under Minnesota Statute § 16B.98, Subdivision 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.
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10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.  
  
If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.
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The Grantee certifies that it is in compliance with Minnesota Statute § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.
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12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.  
12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.
- 13    **Governing Law, Jurisdiction, and Venue**  
Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
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14.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.  
14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.  
14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant agreement if:  
a) It does not obtain funding from the Minnesota Legislature  
b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
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Under Minnesota Statute § 270C.65, Subdivision 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Monitoring**

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred

17 **Invasive Species Prevention**

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

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

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

1. **STATE ENCUMBRANCE VERIFICATION**

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

Signed: Goran Admire

Date: 3/18/16

SWIFT Grant # 107060

Purchase Order # 3000091139

2. **GRANTEE:**

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

By: [Signature]

Title: County Sheriff

Date: 4-1-16

By: [Signature]

Title: Chairperson of County Board

Date: 4/12/16

By: [Signature]

Title: County Auditor or Administrator

Date: April 13, 2016

3. **STATE AGENCY: NATURAL RESOURCES**

By: [Signature]  
(With delegated authority)

Title: Director, Enforcement Division -- Central Office

Date: 5/3/16

Attachments: Exhibits "A" & "B"

Distribution:

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

MN DNR  
APR 29 2016  
ENFORCEMENT

**COUNTY BOAT AND WATER SAFETY  
2016 BUDGET SPENDING PLAN  
(January 1, 2016- June 30, 2017)**

EXHIBIT A

MN DNR - Enforcement Division  
Boat & Water Safety  
500 Lafayette Road  
St. Paul, MN 55155-4047  
Email: [deb.ethler@state.mn.us](mailto:deb.ethler@state.mn.us)  
Deb's phone #: 651-259-5361

**MN DNR  
APR 29 2016  
ENFORCEMENT**

ROSEAU  
County  
STEVE GUST, SHERIFF  
Contact Name  
218-463-1421  
Contact Phone

GROUP I - PERSONNEL	Number	Amount		TOTAL
		County	State	
Full-Time				\$ -
Seasonal	2.0		\$ 2,500.00	\$ 2,500.00
<b>GROUP I SUBTOTALS</b>	<b>2.0</b>	\$ -	\$ 2,500.00	\$ 2,500.00

GROUP II - SUPPLIES & EXPENSES	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)			
Fuel and oil for boats and units to pull boats to/from the lake		\$ 322.00	\$ 322.00
Boat upkeep and weatherization		\$ 300.00	\$ 300.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>GROUP II SUBTOTALS</b>		\$ 622.00	\$ 622.00

GROUP III - EQUIPMENT	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)			
Life vests		\$ 225.00	\$ 225.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>GROUP III SUBTOTALS</b>		\$ 225.00	\$ 225.00

<b>2016 STATE GRANT TOTAL</b>	\$ -	\$ 3,347.00	\$ 3,347.00
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Scan and email the signed form. Send to:  
[deb.ethler@state.mn.us](mailto:deb.ethler@state.mn.us)

"This is to certify that the state funds will be used only for purposes set forth in M.S. Chapter § 86B and that the information contained on this form is correct to the best of my knowledge."

  
 Signature \_\_\_\_\_ Date 4-1-16

**ALLOWABLE EXPENDITURES UNDER THE 2016 STATE BOAT AND WATER SAFETY  
PROGRAM TO COUNTIES**

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

Counties are urged to contact the Department of Natural Resources' Boat and Water Safety Unit for a determination prior to any questionable proposed expenditure.

**SPENDING PLAN, INVOICES, ACCOUNTING and REPORTS** – The proposed expenditures listed on your spending plan (Exhibit A) must reasonably match both your invoice and year-end report. If you need to purchase or pay for something that was not on the original Spending Plan, you will need to first send in a revised plan (Exhibit A) signed by the sheriff or designee, and if approved by the State, proceed from there. Also, Minnesota statutes and rules require that you have a separate account for the state boat & water safety funds.

**PERSONNEL** - Personnel expenses (including salary, insurance, social security, retirement, worker's compensation, etc.) for persons who are actually engaged in boating and water safety duties. Records or logs of time spent on the program are necessary to support these expenses and should be retained not less than six years after the end of the grant agreement. All counties need to follow their own personnel policies on payroll for salary or overtime charged to this grant. If no written policy or procedure exists, you will then need to comply with the State of Minnesota policy on payroll and overtime.

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

**EQUIPMENT** - Includes boats, motors, trailers, buoys, depth locators, radios, etc. Items which are also used for general duty may either be charged to the boat and water safety account according to a percentage of use, or by mile/hour. The county must either use: 1) established county mileage charge or 2) the current US Internal Revenue Service mileage rate. Mileage logs showing dates, odometer readings and assignment are necessary to support all vehicle use and should be retained not less than six years after the end of this grant agreement. The purchase of snowmobiles and ATVs with boat and water funds is not allowed.

Other proposed expenditures which do not fit in to one of these three categories must be cleared with the Department of Natural Resources' Boat and Water Safety Unit prior to expenditure.



Board of Commissioners
606 5th Ave. SW, Room #131
Roseau, MN 56751
Phone: 218-463-4248
Fax: 218-463-3252

2016-04-01

A motion was made by Commissioner Swanson, seconded by Commissioner Foldesi and carried unanimously to adopt the following resolution:

BE IT RESOLVED, that the Board does hereby approve the 2016 County Boat and Water Safety Grant Agreement between the Minnesota Department of Natural Resources and the Roseau County Sheriff's Department for the period January 1, 2016 - June 30, 2017 In the amount of \$3,347.00.

STATE OF MINNESOTA )
) ss
COUNTY OF ROSEAU )

I, Jeff Pelowski, County Coordinator In and for Roseau County, Minnesota, do hereby certify that the foregoing is a true and correct copy of a part of the proceedings adopted by the Roseau County Board of Commissioners on April 12, 2016.

(SEAL)

[Handwritten signature]
Jeff Pelowski
Roseau County Coordinator

MN DNR
APR 29 2016
ENFORCEMENT











**Roseau County Board  
March 2017 Meetings**

**Glenda A. Phillippe**  
**District One**

**March 1: One Watershed One Plan – Warroad**

**March 7: Operations – Roseau**

**March 7: COW – Roseau**

**March 13: Warroad City Council**

**March 14: County Board - Roseau**

## **JACK SWANSON COMMITTEE REPORTS**

FEBRUARY 27, 2017 - EMERGENCY MANAGER APPLICATION REVIEW

MARCH 1, 2017 - COMMUNITY JUSTICE COORDINATING COMMITTEE

MARCH 6, 2017 - ROSEAU CITY COUNCIL; deferred a decision whether to open the municipal liquor store on Sundays

MARCH 7, 2017 - OPERATIONS COMMITTEE

MARCH 7, 2017 - COMMITTEE OF THE WHOLE

MARCH 8, 2017 - SAFETY TRAINING

MARCH 8, 2017 - ROSEAU COMMUNITY MEETING

MARCH 8, 2017 - NORTHWEST EMERGENCY COMMUNICATIONS BOARD (I T V)

MARCH 9, 2017 - NORTHERN COUNTIES LAND USE COORDINATING BOARD (CHISHOLM); state land holdings discussion

MARCH 9, 2017 - STATEWIDE EMERGENCY COMMUNICATIONS BOARD FINANCE COMMITTEE (TELECONFERENCE)

MARCH 13, 2017 - ROSEAU SCHOOL BOARD

MARCH 10, 2017 - ASSOCIATION OF MINNESOTA COUNTIES RESEARCH COMMITTEE (TELECONFERENCE)

MARCH 13, 2017 - ROSEAU COUNTY EMERGENCY MANAGER INTERVIEW COMMITTEE