

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: November 8, 2022

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Dewey Severson, Eric Johnson, Robert Burns, Teresa Walter, and Greg Myhre

Others Present:

Auditor/Treasurer Donna Trehus, Reporter Rachel Stock, Reporter Charlene Selbee, Finance Director Carol Lapham, Board Clerk/EDA Director Allison Wagner, Human Resources Director Theresa Arrick-Kruger, Interim Recorder Mary Betz, Deborah Wray, and John Fuchsel

Presiding: Chairperson Myhre

Call to order.

Pledge of Allegiance.

Motion by Commissioner Walter, seconded by Commissioner Burns motion unanimously carried to approve the agenda.

Commissioner Walter told the board a Commissioner's name had been left out of the minutes regarding a no vote. Board Clerk Wagner said she would add the name in as it had accidentally been omitted. Motion was made by Commissioner Johnson, seconded by Commissioner Severson, motion unanimously carried to approve the meeting minutes from November 1, 2022 with the change.

Public Comment:

None.

APPOINTMENTS

None.

Motion by Commissioner Severson, seconded by Commissioner Johnson, motion unanimously carried to approve the consent agenda. See consent agenda below.

CONSENT AGENDA

- 1) Confirm the resignation of Hana El-Afandi, Child Protection Social Worker, effective the end of the business day 11/16/2022.
- 2) Approve the initiation of a competitive search for a Child Protection Social Worker.

ACTION ITEMS

File No. 1 – Commissioner Johnson moved, Commissioner Myhre seconded, motion carried 4 to 1 with Commissioner Severson voting no to move forward with the space utilization study with Collaborative Design Group in the amount of \$61,710. This amount would include the Historic Courthouse, new County Justice Center, and Community Services Building, but not the Historic Jail. The cost would include studying each department within the three buildings to access their space needs. Human Resources Director Kruger was also asked by the board to verify the final dollar amount one last time with Collaborative Design Group.

DISCUSSION ITEMS

Commissioners discussed recent meetings they had attended including an EDA meeting, bike trail meeting, and Hiawatha Valley Mental Health meeting.

Chairperson Myhre reminded those attending the meeting that it was election day.

Chairperson Myhre asked who would attend the canvassing of the election scheduled for November 14th, at 2:00 p.m. in the County Board Room. It was the general consensus of the Commissioners that Chairperson Myhre and Commissioner Burns would attend the canvassing.

Closing Public Comment:

Deborah Wray from the Houston County Historical Society asked the board if they knew what the results of the space utilization study would be. She asked the Commissioners if there would be different options presented at the end of the study. The Commissioners said they were not sure.

Commissioner Johnson moved, Commissioner Severson seconded, motion unanimously carried to adjourn the meeting at 9:45 a.m. The next meeting would be a workgroup session on November 15, 2022.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS

Date: November 15, 2022

9:00 a.m.

Place: Commissioners Room, Courthouse, Caledonia, MN

Members Present:

Eric Johnson, Robert Burns, Teresa Walter, and Greg Myhre

Others Present:

Finance Director Carol Lapham, Auditor/Treasurer Donna Trehus, EDA Director/Board Clerk Allison Wagner, Accounting Supervisor Heidi Hankins, Public Health and Human Services Director John Pugleasa, Human Resources Director Theresa Arrick-Kruger, Chief Deputy Brian Swedberg, Engineer Brian Pogodzinski, Recorder Mary Betz, Attorney Samuel Jandt, Jail Administrator Dean Ott, Merchants Bank President Matt Schuldt, Merchants Bank Customer Service Representative Manon Hoscheit, Merchants Bank Treasury Management Sales Officer Lead Nick Benz, Merchants Bank Regional President Erick Maki, and Bob Schuldt

Board Workgroup Session

Call to order.

Attorney Jandt and Jail Administrator Ott discussed the Sentence to Serve (STS) program with the board. The board discussed the pros and cons of terminating the contract for the program. While the general consensus was that the program was good the Commissioners also discussed the cost to the County. Jail Administrator Ott told the board from a strictly jail budget perspective the cost to the County was high. The program was not currently being used often, and the jail population was expected to decrease in upcoming years.

Merchants Bank President Schuldt and others from Merchants Bank presented banking options to the Commissioners. Using figures from a previous year as an example staff from Merchants Bank told the Commissioners they could potentially help the County make some money by earning interest on accounts. Commissioners discussed the possibility of changing banks. The County was currently banking with Bank of the West.

Human Resources Director Kruger told the board she had followed up with Collaborative Design Group and received clarification on the final cost for the study. The amount of \$61,710 that had been approved at the previous board meeting was correct. The cost would include studying the Historic Courthouse, County Justice Center, and Community Services Building. Studying the Historic Jail would not be included.

Commissioners discussed the 2023 budget with Finance Director Lapham and department heads.

The meeting ended at 11:02 a.m.

BOARD OF COUNTY COMMISSIONERS

HOUSTON COUNTY, MINNESOTA

By: _____
Greg Myhre, Chairperson

Attest: _____
Donna Trehus, Auditor/Treasurer

Houston County Fair

Houston county Fair <houstoncountyfair@rocketmail.com>

Thu 11/17/2022 9:15 AM

To: Houston County BOC <BOC@co.houston.mn.us>;

 1 attachments (1 MB)

2022 Profit & Loss.pdf;

***** HOUSTON COUNTY SECURITY NOTICE *****

This email originated from an external sender. Exercise caution before clicking on any links or attachments and consider whether you know the sender. For more information please contact HelpDesk.

To whom this may concern:

Each year the Houston County Ag Society (Fair Board) presents a year end recap to receive the additional \$4000 county allotment. Can we be placed on the agenda for November 22nd? Please advise of an estimated time for us to attend.

I have also attached our profit & loss for the fiscal year ending September 30, 2022.

Please let me know if this does not work or if you need anything else from us.

Thanks!

Emily Johnson, Fair Manager

Houston County Fair

PO Box 91

Caledonia, MN 55921

507-725-3397

email: houstoncountyfair@rocketmail.com

Website: www.houstoncountyfair.com

Houston County Agricultural Society

Profit & Loss

October 2021 through September 2022

	Oct '21 - Sep 22
Ordinary Income/Expense	
Income	
400 - Sales	
400.1 - T-Shirt Sales	819.00
Total 400 - Sales	819.00
412 - Misc Income	
412.4 - Talent Contest	28.00
412.6 - MCIT Dividend	0.00
412.7 - Premium Reimbursement	3,625.80
412 - Misc Income - Other	310.00
Total 412 - Misc Income	3,963.80
413 - Open Class Registration	2,889.00
414 - Membership Dues	567.00
415 - Rental Income	
415.1 - Horse Arena Rental	630.00
415.2 - Grounds Rental	4,055.00
415.3 - 4-H Food Stand Rental	3,000.00
Total 415 - Rental Income	7,685.00
416 - Building/ Storage Rental (UBIT)	35,105.00
420 - Sponsorships	
420.1 - Queen Sponsorship	875.00
Total 420 - Sponsorships	875.00
422 - Donations	
422.1 - Thrivent Choice Dollars	242.00
422.2 - Township Donations	13,750.00
422.3 - Donations- Livestock Building	33,314.00
422.4 - General Donations	22,159.00
422.5 - Amazon Smile	26.17
Total 422 - Donations	69,491.17
424 - County Aid	24,000.00
426 - Grant Income	
426.1 - Department of Ag	5,200.00
Total 426 - Grant Income	5,200.00
429 - 4-H Stalling	1,960.00
431 - Grandstand Admission Income	
431.1 - Demo Derby	27,825.00
431.3 - Bull Riding	13,091.00
431.6 - Tuff Trucks	2,825.00
Total 431 - Grandstand Admission Income	43,741.00
432 - Parking Receipts	9,435.00
433 - Commercial/Booth Rental	5,015.00
434 - Food Vendor Rental	3,000.00
436 - Beer Tent Sales	
436.1 - Beer Sales	21,461.00
436.2 - Pop Sales	320.00
436.3 - Pop Rebate	486.00
Total 436 - Beer Tent Sales	22,267.00
438 - Insurance Proceeds- Bldg Damage	27,660.78
439 - Interest Income	47.50
440 - Expense Reimbursement	700.00
Total Income	264,421.25

Houston County Agricultural Society

Profit & Loss

October 2021 through September 2022

	Oct '21 - Sep 22
731 · Judging	
731.1 · 4-H Judging	5,113.74
731.2 · Open Class Judging	476.29
Total 731 · Judging	5,590.03
732 · Fair Administration	
732.1 · District Meeting	180.00
732.2 · Office Supplies	2,062.28
732.3 · Convention	560.00
732.4 · Membership Dues	615.00
732.5 · Paper Storage Fee	300.00
732.6 · Memorials	75.80
Total 732 · Fair Administration	3,793.08
734 · Repairs & Maintenance	
734.1 · Building	10,295.91
734.2 · Equipment	676.73
734.3 · Repair and Maintenance- Grounds	2,952.05
Total 734 · Repairs & Maintenance	13,924.69
735 · Fuel	1,945.53
736 · Utilities	15,204.29
737 · Telephone	691.09
739 · Accounting and Tax Prep Service	1,515.00
741 · Contract Labor	
741.1 · Groundskeeper	9,117.50
741.2 · Officers or Administration	3,650.00
741.3 · Commission	3,510.00
Total 741 · Contract Labor	16,277.50
742 · Miscellaneous Expense	
742.1 · Fair Start Up Cash	0.00
742.2 · General Fair Expense	7,734.29
Total 742 · Miscellaneous Expense	7,734.29
745 · Federal 990T Tax Paid	5,104.00
746 · MN UBIT	2,480.00
747 · Insurance Expense	10,111.00
Total Expense	223,743.12
Net Ordinary Income	40,678.13
Other Income/Expense	
Other Expense	
800 · Ask my Accountant	0.00
Total Other Expense	0.00
Net Other Income	0.00
Net Income	40,678.13

**HOUSTON COUNTY
AGENDA REQUEST FORM
November 22, 2022**

Date Submitted: November 17, 2022

By: Tess Kruger, HRD/Facilities Mgr.

ACTION

- **Consider amending the contract with Collaborative Design Group for the Facilities Utilization Study Agreement to three buildings: Justice Center, Historic Courthouse, and Community Services Building for a total cost of \$61,710.00.**

APPOINTMENT REQUEST

- **Closed session pursuant to Minn. Stat. 13D.05, Subd. 3 for end of probation review.**

HR CONSENT AGENDA REQUEST

Public Health & Human Services

- **Hire Kristen Klug as a probationary Case Aide, B22 Step 1, effective 12/19/2022, conditioned upon successful completion of background check**
- **Amend Hana El-Afandi's resignation date from 11/16/2022 to 11/21/2022.**

Sheriff's Office

- **Change the employment status of Lead Jailer/Dispatcher, Patrick Molling, from probationary to regular, effective 12/06/2022**

Reviewed by:	<input checked="" type="checkbox"/>	HR Director	<input checked="" type="checkbox"/>	Sheriff
	<input checked="" type="checkbox"/>	Finance Director	<input type="checkbox"/>	Engineer
	<input type="checkbox"/>	IS Director	<input checked="" type="checkbox"/>	PHHS
	<input type="checkbox"/>	County Attorney	<input type="checkbox"/>	(indicate other dept)
	<input type="checkbox"/>	Environmental Svcs	<input type="checkbox"/>	
Recommendation:				
Decision:				



HOUSTON COUNTY-COLLABORATIVE Design Group, inc.

Professional Services Agreement FACILITY UTILIZATION STUDY

THIS CONTRACT, amendments and supplements thereto, is between the County of Houston, acting through its Board of Commissioners, (hereinafter HOUSTON), and COLLABORATIVE Design Group, Inc., (hereinafter COLLABORATIVE).

WHEREAS, HOUSTON pursuant to Minnesota Statutes Chapter 375, is empowered to procure professional services, and

WHEREAS, HOUSTON seeks to a comprehensive facility utilization study involving three buildings located in Caledonia, Minnesota, and

WHEREAS, COLLABORATIVE represents it has employees and agents who are duly qualified and willing to amend the current documents and perform the services set forth in this CONTRACT.

NOW THEREFORE, it is agreed:

I. TERM OF CONTRACT

This CONTRACT shall be effective on July 12, 2022 or upon the date the final required signature is obtained by both parties, whichever **occurs later**, and shall remain in effect through December 31 , 2022 unless cancelled pursuant to the provisions set forth in clause V. herein.

II. COLLABORATIVE DUTIES

COLLABORATIVE will deliver the requested professional services, in a timely manner, consistent with the Scope of Work set forth in COLLABORATIVE'S Proposal for Facility Utilization Study dated June 24, 2022 (Exhibit A), with the following mutually agreed to changes:

- The 3 buildings included in the space study are the County Justice Center, the Historical Courthouse, and the Community Services Building along with the departments located in each. It will exclude the Historical Jail Building; and
- The total compensation shall be adjusted to \$61,710.00

III. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration. All services performed by COLLABORATIVE pursuant to this CONTRACT shall be paid by HOUSTON as follows:

- Compensation. HOUSTON agrees to pay COLLABORATIVE SIXTY-ONE THOUSAND SEVEN-HUNDRED AND TEN dollars (\$61,710.00).

-

B. Payments. COLLABORATIVE will provide HOUSTON two (2) invoices: one reflecting 50% completion of the work and the second reflecting 100% completion of the work.

IV. AUTHORIZED REPRESENTATIVES

All official notifications, including but not limited to, cancellation of this CONTRACT must be sent to the other party's authorized representative.

A. HOUSTON's authorized representative for the purpose of administration of this CONTRACT is:

Name: Theresa Arrick-Kruger
Address: HRD/Facilities Mgr.
304 South Marshall Street
Caledonia, MN 55921
Telephone: (507) 725-5822
E-Mail: Theresa.Arrick-Kruger@co.houston.mn.us

B. COLLABORATIVE'S authorized representative for the purpose of administration of this CONTRACT is:

Name: Craig Milkert
Project Manager, Structural Engineer
Address: 125 Main Street SE, Suite 100
Minneapolis, MN 55414
Telephone: (612) 332-3654
E-Mail: cmilkert@cdg-mn.comm

V. CANCELLATION AND TERMINATION

This CONTRACT may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, COLLABORATIVE shall be entitled to reimbursement for pro-rated services to effective date of cancellation.

VI. ASSIGNMENT

COLLABORATIVE shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of HOUSTON.

VII. LIABILITY

COLLABORATIVE employees and agents at all time remain under the direction and supervision of COLLABORATIVE. HOUSTON employees shall at all times remain under the direction and supervision of HOUSTON. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a partnership or agency relationship.

Notwithstanding, each party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the other party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this CONTRACT. (VII. and VIII. herein supersede any conflicting or inconsistent clauses in COLLABORATIVE's June 24, proposal.)

VIII. INSURANCE REQUIREMENTS

COLLABORATIVE shall maintain General Liability, Commercial Auto, Professional liability, and Workers' Compensation coverage at the recommended levels set by the Minnesota Counties Insurance Trust (MCIT) throughout the term of this agreement. HOUSTON and COLLABORATIVE agree that at all times during the term of this CONTRACT to maintain the following levels of minimum coverage:

- Comprehensive General Liability - \$1.5 million minimum per occurrence
- Excess Liability Coverage - \$3 million over the general and automobile coverage.
- Auto Liability: \$1.5 million combined single limit
- Workers Compensation as required by Minnesota Statutes

COLLABORATIVE agrees to maintain the above required insurance and shall provide the COUNTY with thirty (30) days written notice of any proposed changes prior to the cancellation, non-renewal or material changes. An ACORD Certificate of Liability Insurance for the above listed coverage shall be supplied to COUNTY by COLLABORATIVE for each calendar year covered by the term of this AGREEMENT (Exhibit B).

IX. GOVERNMENT DATA PRACTICES

COLLABORATIVE agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties in accordance with this CONTRACT. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either COLLABORATIVE or HOUSTON. Further, COLLABORATIVE

will notify the HOUSTON within two business days of any request it receives to release data as a result of this CONTRACT.

XIV. INTELLECTUAL PROPERTY RIGHTS

All work and reports generated as a result of this agreement are the property of HOUSTON. All materials delivered to COLLABORATIVE by HOUSTON and work generated by COLLABORATIVE as a result of this agreement will be delivered within ten business days of HOUSTON's request for documents.

XV. AMENDMENTS

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

XVIII. JURISDICTION/VENUE

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Minnesota. All proceedings related to the CONTRACT shall be venued in Houston County, Minnesota.

XIX. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein, and that this agreement supersedes all oral agreements, and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between HOUSTON and COLLABORATIVE relating to the subject matter hereof.

XX. SURVIVAL OF TERMS

The following clauses survive the expiration, cancellation or termination of this CONTRACT: VII, Liability; IX, Government Data Practices Act; XIV, Intellectual Property Rights; and XVIII. Jurisdiction/Venue.

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SIGNATURE PAGE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed intending to be bound thereby.

APPROVED:

HOUSTON COUNTY

By: (authorized signature)

APPROVED:

COLLABORATIVE Design Group, Inc.

By: (authorized signature)

Name: Greg Myhre
Title: County Board Chair
Date: November , 2022

Name: Craig Milkert
Title: Project Manager
Date: November , 2022

HOUSTON COUNTY

By: (authorized signature)

Name: Theresa Arrick-Kruger
Title: HRD/Facilities Mgr.
Date: November , 2022

APPROVED AS TO FORM AND EXECUTION:

By:

Name: Samuel Jandt
Title: County Attorney
Date: November , 2022

EXHIBIT A

Proposal for Houston County Facility Utilization Study

EXHIBIT B

ACORD Certificate of Liability Insurance

Houston County

Agenda Request Form

This form is not intended for the general public. It is intended for use by county department heads, representatives of other governmental units or vendors/agencies who contract with Houston County. Members of the public may address the Board during the Public Comment Period. (See Policy for Public Comment Period).

Date Submitted: 11/16/22 for the 11/22/22 full Board Meeting

Person requesting appointment with County Board: Martin Herrick

Issue:

Approval of the FY 2023 BWSR MPCA Grants for the Septic Treatment Systems (\$18,600) and the Septic Treatment Systems Upgrade (\$33, 418).

Attachments/Documentation for the Board's Review:

Attached to E-mail.

Justification:

Action Requested:

Board Approval

For County Use Only			
<u>Reviewed by:</u>	<input type="checkbox"/> County Auditor	<input type="checkbox"/> County Attorney	<input type="checkbox"/> Zoning Administrator
	<input type="checkbox"/> Finance Director	<input type="checkbox"/> County Engineer	<input type="checkbox"/> Environmental Services
	<input type="checkbox"/> IS Director	<input type="checkbox"/> Other (indicate dept)	
<u>Recommendation:</u>			
<u>Decision:</u>			

All agenda request forms must be submitted to the County Auditor by 4:00 p.m. on Monday in order to be considered for inclusion on the following week's agenda. The Board will review all reequests and determine if the request will be heard at a County Board meeting.

FY 2023 STATE OF MINNESOTA
BOARD OF WATER and SOIL RESOURCES
MPCA SSTS PROGRAM GRANT AGREEMENT

Vendor:	0000197295
PO#:	3000015070

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and **Houston County, 304 South Marshall Street Caledonia, Minnesota 55921 (Grantee).**

This grant is for the following Grant Programs:

P23-2328	2023 - Septic Treatment Systems - NRBG (Houston County)	\$18,600
P23-2400	2023 - Septic Treatment Systems Upgrade - NRBG (Houston County)	\$33,418

Total Grant Awarded: \$52,018

Recitals

1. The Minnesota Pollution Control Agency (MPCA) transferred to the Board funds for their 2023 Subsurface Sewage Treatment System (SSTS) Program.
2. Minnesota Statutes § 103B.101, Subd. 9(1), and Minn. Stat. § 103B.3369, Subd. 5 authorize the Board to award grants.
3. The Grantee has met the criteria established by statute, the Board, and the MPCA and is eligible to receive MPCA SSTS Grant funds.
4. 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.
5. As a condition of the grant, Grantee agrees to minimize administration costs.

Authorized Representative

The State's Authorized Representative is Brandon Montgomery, MPCA Subsurface Sewage Treatment System Program Coordinator, 520 Lafayette Road, St. Paul, MN 55155, (651) 757-2230, or his successor. The State's Authorized Representative has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

**Environmental Services Director
304 South Marshall Street, Room 209
Caledonia, MN 55921
(507) 725-5800**

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

Grant Agreement

1. Terms of Grant Agreement

- 1.1. **Effective date:** The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. **The Board will notify the Grantee when this Grant Agreement has been executed. The Grantee must not begin work under this Grant Agreement until it is executed.**
- 1.2. **Expiration date:** December 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. **Survival of Terms:** The following clauses survive the expiration or cancellation of this Grant Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Governing Law, Jurisdiction, and Venue; 13. Data Disclosure; and 16. Intellectual Property Rights.

2. Grantee's Duties

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the program as follows:

2.1 Reporting: All data and information provided in a Grantee's report shall be considered public.

2.1.1 The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.

2.1.2 The Grantee must display on its website the previous calendar year's detailed information on the expenditure of grant funds and measurable outcomes as a result of the expenditure of funds according to the format specified by the Board, by March 15 of each year.

2.1.3 The Grantee will submit a final progress report to the Board by February 1, 2025. Information provided must conform to the requirements and formats set by the Board.

2.1.4 A late or incomplete annual progress or final report will result in the withholding of any future allocations.

2.2 Compliance: The Grantee will comply with Minnesota Rules Chapter 7082.0040 through 7082.0700; and amendments thereto, for Subsurface Sewage Treatment Systems.

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. Terms of Payment

4.1. Payment of this grant amount will be made in one installment promptly after execution of the Grant Agreement.

4.2. Any grant funds remaining unspent after the end of the expiration date stated above must be returned to the Board within one month of that date.

4.3. The Board must consult with the state agency responsible for administering the grant program before granting an amendment to the Grant Agreement, or a component thereof.

4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above for each grant program.

4.5. This grant is an advance payment. Advance payments allow the Grantee to have adequate operating capital for start-up costs, ensure their financial commitment to landowners and contractors, and to better schedule work into the future.

5. Conditions of Payment

All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Grant Agreement. Compliance will be 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.

The Minnesota Department of Administration's Office of Grants Management Policy on Grant Closeout Evaluation (Policy 08 – 13) requires the Board to consider a grant applicant's past performance before awarding subsequent grants to them. The Board must consider a grant applicant's performance on prior grants before making a new grant award of over \$5,000. The Board may withhold payment on this grant and grants from other programs if the Grantee is not in compliance with all Board reporting requirements.

Minnesota Statutes §103C.401 (2014) establishes the Board's obligation to assure program compliance. If the noncompliance is severe, or if work under the Grant Agreement is found by the Board to be unsatisfactory or performed in violation of federal, State, or local law, the Board has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 100% of the Grant Agreement.

6. Assignment, Amendments, and Waiver

6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

6.2. **Amendments.** Any amendment 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. Amendments must be executed prior to the expiration of the original Grant Agreement or any amendments thereto.

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

7. 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.

8. State Audits

Under Minn. Stat. § 16B.98, Subd. 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 Board 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.

8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.

9. Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Grant 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 Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State.

10. Workers' Compensation

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

11. 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.

12. Termination

- 12.1. The State may cancel this Grant Agreement at any time, 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.
- 12.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 12.3. 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.

13. Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and State tax agencies and State personnel involved in the payment of State obligations. These identification

numbers may be used in the enforcement of federal and State tax laws which could result in action requiring the Grantee to file State tax returns and pay delinquent State tax liabilities, if any.

14. Prevailing Wage

It is the responsibility of the Grantee or contractor to pay prevailing wages for projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality. Bid requests must state the project is subject to prevailing wage.

15. Municipal Contracting Law

Per Minn. Stat. § 471.345, grantees that are municipalities as defined in Subd. 1 of this statute must follow the Uniform Municipal Contracting Law. Supporting 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.

16. Intellectual Property Rights

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:

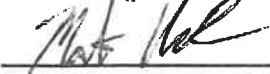
Houston County

Board of Water and Soil Resources

By: Martin Herrick

By: _____

(print)



(signature)

Title: Environmental Services Director

Title: _____

Date: 11/16/2022

Date: _____

Veterans Grant Resolution

Robert Thoen

Tue 11/8/2022 2:12 PM

To: Houston County BOC <BOC@co.houston.mn.us>;

 1 attachments (45 KB)

CVSO County Resolution FY2023 SAMPLE R1.docx;

Please see the attached resolution to be placed on the consent agenda. If there are any issues please let me know.

Robert Thoen
Houston County Veterans Service Officer
611 Vista Drive
Caledonia, MN 55921

Office: 507-725-5805
Fax: 507-725-8727
OGC Accreditation #38310

RESOLUTION NO. 22-55

OF HOUSTON COUNTY

BE IT RESOLVED by Houston County that the County enter into a **Grant Agreement** (see attached template) with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: **County Veterans Service Office Operational Enhancement Grant Program**. The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in as specified in Minnesota Statutes §197.608, as amended by Minnesota Laws 2022, Regular Session, Chapter 54, Article 1, Section 3, Subdivision 2(e) This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by Houston County that Robert Thoen, the County Veterans Service Officer, be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

WHEREUPON the above resolution was adopted at a regular meeting of the County Board Chair this 22nd day of November, 2022

Authorized Signature and Title

November 22, 2022
Date

STATE OF MINNESOTA

HOUSTON COUNTY

I, Donna Trehus do hereby certify that I am the custodian of the minutes of all proceedings had and held by the County Board of said Houston County, that I have compared the above resolution with the original passed and adopted by the County Board of said Houston County at a regular meeting thereof held on the 22nd day of November 2022 at 9:00 a.m. that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this 22nd day of November 2022 and have hereunto affixed the seal of the County.

Authorized Signature and Title

(Seal here) |

Commented [H1]: