

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota }
County of Kanabec }
Office of the County Coordinator

November 23, 2010

The Kanabec County Board of Commissioners met at 9:00am on Tuesday, November 23, 2010 pursuant to adjournment with the following Board Members present: Kim Smith, Kathi Ellis, Kevin Troupe, Les Nielsen and Roger Crawford.

The Chairperson led the assembly in the Pledge of Allegiance.

Action #1 - It was moved by Kim Smith, seconded by Kevin Troupe, and carried unanimously to approve the agenda as presented.

Action #2 – It was moved by Kathi Ellis, seconded by Roger Crawford and carried unanimously to approve the November 17, 2010 minutes of the Kanabec County Board of Commissioners meeting as presented.

Action #3 – It was moved by Kim Smith, seconded by Kevin Troupe and carried unanimously to approve the following resolution:

Resolution #3 – 11/23/10 Transit Claims

WHEREAS the Transit uses volunteer drivers for many public purposes, and

WHEREAS these drivers are reimbursed for incurred expenses in accordance with County Policy and public law, and

WHEREAS the Transit Department Manager recommends approval of these claims;

BE IT RESOLVED to approve the following driver expense claims for reimbursement, all of which are properly documented:

	AMOUNT
Annette Majeski	\$ 54.00
Betty Geisthardt	\$ 401.89
Bev Gustafson	\$ 429.87
Bill Hood	\$ 416.28
Bob Hoefert	\$1,475.47
Gary Nelson	\$ 571.00
Jean Newgard	\$ 193.15
Jennifer Leerssen	\$ 433.12

Jerald Nelson	\$ 53.50
Joy Morrell	\$ 111.00
Judy Colburn	\$ 333.00
Karen Luberda	\$ 659.29
Linda Nelson	\$ 634.00
Marlys Wolbert	\$ 278.50
Millie Laska	\$ 514.44
Ray Zamora	\$ 569.26
Rollie Pieper	\$1,309.77
Ronette Nelson	\$ 440.00
Sy Tadych	\$ 851.50
Ted Lindgren	\$ 703.18
Willard Landreville	\$ 714.43
Total for Volunteer Drivers	\$11,146.65

Action #4 – It was moved by Roger Crawford, seconded by Kevin Troupe and carried unanimously to approve the following County Telecommuting Policy P-107:

Policy #P-107
Approved: 11/23/10
Effective: 11/23/10
Supersedes (Eff) n/a new

Telecommuting

I. POLICY STATEMENT

Kanabec County recognizes that there are limited circumstances in which it may need to provide options to the normal work environment in a manner that efficiently utilizes technology without compromising customer service or employee productivity.

To accomplish this, the County permits telecommuting in certain situations as an alternative work arrangement for County employees. The County's telecommuting program is not intended to be an option for most employees, and will only be approved in situations which warrant an alternative to normal work hours and when it benefits the County and its citizens.

II. DEFINITIONS

A. Telecommuting: To work all or part of the standard work week at an alternate site on a regular scheduled basis.

B. Eligible participants: Employees who have been recommended for telecommuting by the Department Head and approved by the County Board.

C. Telecommuting Agreement: A document that describes a specific alternative work site arrangement agreed to between the employee and the County Board.

D. Core hours: Those work hours during which the employee must be available for contact by the employer.

III. PURPOSE

This policy will define the Kanabec County telecommuting program and the guidelines and rules under which it will operate. It is intended to provide a general framework for county departments. Telecommuting in all Kanabec County departments is expected to comply with the following policy, while recognizing that special conditions or needs may exist that require additional policy at the departmental level.

IV. REMOTE ACCESS

Arrangements for remote access through a high speed internet connection will be subject to review and approval of the Information Systems Director to assure the security and the integrity of the Kanabec County computer network.

V. JOB CHARACTERISTICS

- Most job tasks do not require frequent direct contact with other employees
- Clearly defined tasks and deliverables
- Measurable work activities that can be monitored
- Established time frames and work points to achieve objectives and measure progress
- Many job tasks require concentration in a quiet setting
- Job can be performed without close supervision
- Job does not require access to special equipment only available at the regular work site
- Most communication in this position can be accomplished using technology rather than face-to-face contact
- Work environment must be free from excessive distractions

VI. EMPLOYEE CHARACTERISTICS

- Employees who have been recommended for telecommuting by the Department Head and approved by the County Board
- Proven ability to perform and proven job knowledge
- Ability to work independently and efficiently
- Self-motivated and self-disciplined
- Has a strong desire to make telecommuting work
- Above average work skills such as good planning, efficient time management, high level communication skills, ability to meet clear standards and objectives, comfort in working alone
- Must have a home environment conducive to a proper work atmosphere if working from home
- Can develop a protection process to maintain confidentiality and privacy at the telecommuter site

- Ability to troubleshoot and repair computer system problems of moderate complexity

VII. OFFICE SETUP

A. Hardware

1. Hardware furnished by the County will be in accordance with the telecommuting agreement.
2. When the telecommuting agreement is terminated for any reason all county-owned equipment must be returned and inventory taken to ensure everything is returned and in good repair.
3. The employee is responsible for the equipment and must immediately report any damages. The employee must take precautions to insure all equipment integrity.
4. If equipment malfunctions occur and work at home cannot be performed, other assignments will be given and the employee may be required to return to his or her regular office location.
5. The County's Electronic Data Policy (P-124) controls issues of personal usage of county-owned equipment.

B. Software

1. The County will provide all software.
2. The employee may not duplicate County software for personal use.
3. The Information Systems Department will maintain a record of county-owned software, hardware, and other property located at an alternate work location. A copy will be provided to the employee's supervisor.
4. No software may be run on county-owned equipment that is not approved by the Information Systems Department. The County may inspect any county-owned equipment and its contents.
5. The Information Systems Department will furnish anti-virus software for use by all telecommuters.

C. Copyright / Intellectual Property

1. The use of software, data, and supplies provided by the county at the remote site is limited to authorized persons and for purposes related only to business for the County.
2. All software, written documents, and other materials designed or developed by the employee on county time or with county equipment are considered the property of the county, whether it is on a county site or not.

D. Furnishings / Ergonomics

1. The employee is responsible for all costs of maintaining a home office, including: electricity, heating, property taxes, insurance and all other costs relating to the use of a home office.
2. The employee must provide his or her own ergonomically correct office furniture in the home office. The County must inspect and approve or office furniture prior to use.

E. Certification of Designated Workplace

1. The telecommuter is responsible for establishing and maintaining adequate workspace at the home location.
2. The workspace must accommodate equipment needed for work while telecommuting.
3. The space must be maintained in a safe condition, free from hazards and other dangers to the employee and to county-owned property.
4. The work environment must be free from excessive distractions.

5. On-site inspections may be conducted by the County's staff to determine whether all criteria have been met to fully integrate the workspace into an extension of the County.
6. County personnel may inspect the telecommuting worksite at any time during core work hours unless the employee has notified the agency that leave time is being taken.
7. If the employee refuses to consent to the inspections the telecommuting agreement may be terminated.

VIII. DOWNTIME

- A. The telecommuter must inform the Information Systems Department of equipment failure immediately.
- B. The supervisor may require the employee to come in and continue working or be assigned other duties until necessary repairs are made.
- C. Repeated circumstances of equipment failure, if owned by the employee, may be cause for termination of the telecommuting agreement.

IX. WORK SCHEDULE

- A. The work schedule of the telecommuter will be determined by the supervisor and made part of the Telecommuting Agreement.
- B. Core hours will be established during which the employee must be available for contact.
- C. The employee will be expected to attend all assigned office meetings related to the performance of his or her job, including meetings held on a telecommuting day.
- D. Telecommuters must notify their office if they leave their telecommuting location during established core hours.
- E. Work hours, overtime compensation and vacation schedules will conform to county policy and to terms otherwise agreed upon by the employee and the supervisor.
- F. If a telecommuter is sick during telecommuting hours, the telecommuter must report those hours worked and use sick leave, vacation or personal leave for hours not worked.
- G. The supervisor may require the employee to provide documentation concerning arrangements for dependent care during scheduled work hours.
- H. No County or work related meetings should be held at the telecommuting site without prior approval by the employee's supervisor.
- I. Telecommuting is not a substitute for dependent care.
- J. If a Telecommuter is found to be unavailable during scheduled hours the Telecommuting Agreement may be terminated.

X. SUPPLIES/INVENTORY MANAGEMENT/EXPENSES

- A. The county will provide the employee with the necessary supplies using normal office supply procurement procedures.
- B. Employees may not purchase supplies independently and seek reimbursement unless pre-authorized by their supervisor.
- C. Any telecommuting expenses not specifically covered in this policy will be addressed on a case-by-case basis between the employee and supervisor.
- D. Mileage to and from the employee's assigned office or home is not subject to reimbursement even if the employee is required to be in the office on a telecommute day.

- E. The telecommuter agrees that all county-owned property will be returned to the County at the County's request.

XI. TAXES AND LIABILITY

- A. Tax implications, local ordinance and zoning issues related to the home workspace shall be the responsibility of the telecommuter.
- B. An employee remains liable for injuries to third persons and/or family members on the employee's premises, including employee's remote workspace.
- C. An employee is covered by the County Workers' Compensation insurance policy while in telecommuting status and conducting county business. Any work injury that occurs must be reported to the supervisor immediately, using the County's standard injury reporting process.
- D. The employee's home is considered a work site only during scheduled working hours for purposes of Workers' Compensation.
- E. The County does not assume any liability for loss, damage or wear of employees owned equipment, furniture, etc. including: normal wear on home furnishings, any damage resulting from the installation of additional telephone lines, as well as any accidental damages due to the failure of the County equipment.
- F. The County will bear responsibility for repairing county-owned equipment in a timely manner.
- G. The County is responsible for insuring county-owned equipment.
- H. The telecommuting employee has the same responsibility for taking appropriate steps to minimize damage to county-owned property at the home site as at the office site.

XII. DATA SECURITY

- A. All county-owned software, data, and completed work must be backed up on a regular basis and stored separately.
- B. The employee and supervisor should discuss the type and form of data which will be taken to and from the alternate work site and agree on the security and transfer process necessary to meet the needs of their division.
- C. Telecommuting employees must provide reasonable security of data and information they carry to and from their office site.
- D. Disclosure of private or confidential data related to telecommuting is grounds for terminating the Telecommuting Agreement as well as other disciplinary action.

XIII. TELECOMMUTING AGREEMENT

- A. The employee, supervisor and Information Systems Director will be required to sign a Telecommuting/Extended Workplace Agreement (Attachment A) setting forth the terms and conditions of the telecommuting arrangement.
- B. The Telecommuting Agreement must be discussed and renewed annually, or whenever there is a major job change (such as a promotion), or whenever the employer or supervisor changes positions. Because telecommuting was selected as a feasible work option based on a combination of job characteristics, employee characteristics, and supervisor characteristics, a change in any one of these elements may require a review of the telecommuting arrangement.

- C. Telecommuting is a work arrangement between an individual employee and his/her supervisor. The telecommuter has no automatic right to telecommute. A supervisor has no authority to require an employee to telecommute unless it was a condition of employment or a requirement of the job description. Telecommuting employees and new supervisors are encouraged to continue telecommuting arrangements by mutual agreement; neither is required to continue a telecommuting arrangement when it is not in the best interests of either or both.

XIV. ASSESSMENT AND EVALUATION

The Information Systems Department will evaluate the effectiveness of the telecommuting program annually as it relates to the County's information systems and network.

TELECOMMUTING/EXTENDED WORKPLACE AGREEMENT

AS A KANABEC COUNTY TELECOMMUTER/EXTENDED WORKPLACE EMPLOYEE, I UNDERSTAND AND AGREE TO THE FOLLOWING:

1. I agree to perform services for Kanabec County (the County) as a Telecommuter/Extended Workplace Employee. I understand that this Agreement is voluntary and may be suspended or terminated at any time, by the County or me, with or without cause. I agree to report to my County work location, as required by my supervisor, for department meetings, trainings, etc.
2. I agree that the County must perform a site inspection prior to beginning work from the remote workplace. In addition, I agree to remedy any deficiencies identified from that inspection prior to beginning work from the remote work location.
3. I agree that my duties, obligations, responsibilities and conditions of employment with the County remain unchanged. My salary, retirement, benefits, and insurance coverage remains unchanged.
4. I agree that my work hours, overtime compensation (if any), vacation, sick leave and other terms and conditions of employment will conform to the current collective bargaining agreement and/or personnel policy as applicable.
5. I agree to restrict use of County provided equipment, software, data, supplies and furniture, located in my remote work site, to solely my use for purposes of conducting County business.
6. I agree to designate a remote work space, subject to the approval of my supervisor. I will protect the work space from hazards and dangers.
7. I agree to abide by the County's policies covering information, security, software, licensing and data privacy, as well as the requirements set forth in Minnesota's Government Data Practices Act and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

8. I agree that authorized County representatives can make on-site visits to my remote work location, without notice to me, to determine that the work area is suitable, safe, and free from hazards, and to maintain, repair, inspect, or retrieve County-owned equipment, software, data, and/or supplies.
9. I understand that, subject to the limitations in Minn. Stat. §466.04, the County is required by Minn.Stat. §466.07, Subd. 1, to defend and indemnify any of its officers and employees for damages, including punitive damages, claimed or levied against the officer or employee, provided that the officer or employee: (1) was acting in the performance of the duties of the position; and (2) was not guilty of malfeasance in office, willful neglect of duty, or bad faith.

I agree to be liable for all injuries and damages to third persons and/or members of my family at my home location which are not subject to Minn. Stat. §466.07. I agree to indemnify, and hold harmless Kanabec County, its board, officers, employees, and agents, from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any injuries or damages of any kind occurring at my home location and which are not subject to Minn. Stat. §466.07.

10. I understand that my remote work space is considered an extension of my County work space and therefore any injuries I may sustain in my remote work space during the course and scope of my employment is governed by the provisions of state worker's compensation laws. If I have a job-related accident during my remote work hours, I will report it to my supervisor immediately. In the event of an accident or injury, the County shall be permitted to make an immediate inspection and investigation of the circumstances of the injury.
11. I agree that any software, products, documents, reports, or data created as a result of my work related activities are owned by the County.
12. I agree to return all County-owned equipment, software, products, documents, and data if I leave my employment with Kanabec County or requested to do so by my supervisor. I agree to reimburse the County for any of the foregoing which is not returned. I further understand if I leave County employment, any amount owed for unreturned property will be deducted from any amounts due me.
13. I agree to comply with all State laws and County policies, including the safety policy telecommuting policy. I understand that failure to comply may result in loss of telecommuting/extended work place privileges and/or disciplinary measures, up to and including termination.
14. I agree that my performance will be monitored quarterly and performance objectives will be established by my supervisor, who will determine if performance expectations have been met.

Employee

Date

Supervisor

Date

Department Head

Date

CERTIFICATION

I, the undersigned, being the duly appointed recording officer of the County of Kanabec, State of Minnesota, certify that this Telecommuting/Extended Workplace Agreement was approved by the Kanabec County Board of Commissioners in the minutes of the _____ County Board of Commissioners meeting, these original records of Kanabec County being in my custody.

Certified this _____ day of _____, 20__.

County Coordinator

Action #5 – It was moved by Kim Smith, seconded by Kathi Ellis and carried unanimously to approve the following resolution:

Resolution #5 – 11/23/10
Jail Administrator Evaluation

WHEREAS the board did by Resolution #11-07/21/10 refer the position of Jail Administrator to the pay plan consultant for review, and

WHEREAS the board has been presented with the results of that study;

BE IT RESOLVED to accept the following ranking for the “Jail Administrator” position, which results in Pay Range 15:

Category	Rank	Points
Qualifications	q56	120
Decisions	d31	63
Problem Solving	p15	74
Relationships	r24	106
Effort A	ea13	8
Effort B	eb10	8
Hazards	h13	10
Environment	n13	13
TOTAL POINTS		402

and,

BE IT FURTHER RESOLVED that this change is effective January 1, 2011.

Steve Mork from Augustana Care Corporation and Todd Hagen from Ehlers met with the Board to discuss the Eastwood Phase III senior living project.

Action #6 - It was moved by Roger Crawford, seconded by Kim Smith and carried unanimously to recess the board meeting at 9:30am to a time immediately following the County Housing and Redevelopment Authority meeting.

A Meeting of the Kanabec County **Housing and Redevelopment Authority** met at **9:30am** on Tuesday, November 23, 2010 pursuant to public notice with the following Board Members present: Kathi Ellis, Les Nielsen, Kim Smith, Roger Crawford and Kevin Troupe. Secretary Dan Weber and Assistant County Attorney Barb McFadden were also present.

Action #HRA7 - It was moved by Kathi Ellis, seconded by Roger Crawford, and carried unanimously to approve the Housing and Redevelopment Agenda as presented.

9:30am – The Housing and Redevelopment Authority conducted a Public Hearing on proposed Bonding for the Eastwood Phase III project. The board clerk read the Public Notice aloud. The Chairperson called for public comment. Those that responded included:

Paul Larson

9:40am – The chairman closed the public hearing.

Action #HRA8 – It was moved by Roger Crawford, seconded by Kevin Troupe, and carried unanimously to adjourn the Meeting of the Housing and Redevelopment Authority at 9:40am to meet in again on December 15, 2010 at 7:45pm..

Steve Mork and Todd Hagen continued their discussion of the Eastwood senior living project. No formal action was taken.

10:30am - The Chairperson then called for public comment three times. None responded.

10:32am - The Chairperson closed public comment.

10:45am – The Board of Commissioners conducted a Public Hearing on proposed Bonding for the Eastwood Phase III project. The board clerk read the Public Notice aloud. The Chairperson called for public comment. Those that responded included:

Ron Peterson

11:00am - The chairperson closed the public hearing.

Dispatch Sergeant Jeff Anderson met with the Board to discuss matters concerning the jail.

Action #9 – It was moved by Kevin Troupe, seconded by Kim Smith and carried unanimously to approve the following grant contract:

Grant Contract Number: 9600000338

STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Public Safety, Division of Emergency Communication Networks, 445 Minnesota Street Suite 137, St. Paul, MN 55101 ("State") and Kanabec County, 18 North Vine Street, Mora, MN 55051 ("Grantee").

Recitals

- 1 Under Minn. Stat. § 299A.01, Subd. 2(4) the State is empowered to enter into this grant contract.
- 2 Federal funds for this grant contract are provided from Public Safety Interoperable Communication (PSIC) grant and State funds for this grant contract are provided from funds appropriated under Laws of Minnesota 2009, Chapter 83, Section 10, Subdivision 7(f).
- 3 The State is in need of enhanced public safety interoperable communications that will be achieved by providing communications equipment that provides local access to the Allied Radio Matrix for Emergency Response (ARMER) backbone.
- 4 The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:* November 08, 2010. or the date the State obtains all required signatures under Minnesota Statutes

Section 16C.05, subdivision 2, whichever is later. Once this grant contract is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to Clause 4.2 of this grant contract. Reimbursements will only be made for those expenditures made according to the terms of this grant contract.

1.2 *Expiration date:* June 30, 2011. or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.* The following clauses survive the expiration or cancellation of this grant contract: 8.

Liability; 9. State Audits; 10. Government Data Practices; 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:

2.1 Acquire and install three 700/800 MHz trunked radios (control stations or fixed mobile radios) capable of operating on the ARMER backbone to provide the following interoperability with the ARMER system:

- One radio for integration into the Grantee's Emergency Operation Center (EOC) or otherwise incorporated into the Grantee's disaster response capability to assure

routine availability as part of the Grantee's disaster planning, training, exercise and actual disaster response.

- Two radios for integration into the Grantee's Public Safety Answering Points (PSAP) operations to establish a capability for PSAP personnel to monitor a predetermined regional or local talkgroup for direct communication to the PSAP by state users and other ARMER system users and to establish a dispatch console based gateway capability allowing local communication resources to be patched to an appropriate ARMER interoperability talkgroup.
- 2.2 Where the public safety interoperability capabilities described in clause 2.1 already exist, the Grantee is authorized to acquire and use the three 700/800 MHz trunked radios (control stations or fixed mobile radios) at other locations consistent with the regional and state interoperability standards.
 - 2.3 Where the Grantee subsequently becomes a full participant upon the ARMER system, the Grantee may integrate the 700/800 MHz trunked radios provided for in clause 2.1 into its transition to full participation provided that the Grantee is able to maintain the capabilities described in clause 2.1
 - 2.4 Select 700/800 MHz trunked radios from the list of subscriber radios approved by the Statewide Radio Board for operation on the ARMER system.
 - 2.5 Grantee has or will submit a limited interoperability participation plan to operate the 700/800 MHz trunked radios provided for in clause 2.1 for approval to the appropriate regional radio board and to the Statewide Radio Board in accordance with SRB Standards prior to operation of those radios.
 - 2.6 Grantee has or will execute a subscriber agreement, as necessary, to authorize operations of the 700/800 MHz trunked radios upon the ARMER system prior to the operation of those radios.
 - 2.7 The grantee will select and designate a vendor for the programming of the 700/800 MHz trunked radios provided in clause 2.1 that is qualified to receive or has received the necessary and appropriate training from the Minnesota Department of Transportation.
 - 2.8 Grantee will comply with the Single Audit Act Amendments of 1996 and Office of Management and Budget Circular A-133. Federal Audit Requirements, Exhibit A, is attached and incorporated and made part of this grant contract.
 - 2.9 Grantee will comply with the requirements of the Public Safety Interoperable Communication Grant program contained in Federal Assurances, labeled Exhibit B, which is attached and incorporated in this grant contract.
 - 2.10 Grantee will provide the State with information required to comply with National Environmental Policy Act applicable to the PSIC grant.
 - 2.11 Grantees receiving federal funds over \$ 100,000.00 must complete and return the Certification Regarding Lobbying form, labeled Exhibit C, which is attached and incorporated into this grant contract,
 - 2.12 Administer the grant according to the following budget:

Budget Category	Budget Amount
Equipment (including installation)	\$20,713.21

3 Time

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

4 Consideration and Payment

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

(1) **Compensation.** The Grantee will be reimbursed an amount not to exceed \$20,713.21 according to the

breakdown of the costs contained in clause 2.12 of this grant contract.

(2) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be paid in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations which is incorporated into this grant contract by reference. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(3) **Matching Requirements.** (If Applicable.) Grantee certifies that the following matching requirement, for the grant contract, will be met by the Grantee: \$0,000.00.

(4) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$20,713.21.

4.2 **Payment**

(1) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the acquisition and installation of equipment specified in clause 2.1 and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

A single itemized invoice will be submitted for the acquisition installation of communication equipment provided for in the grant. Final invoice must be received no later than July 29, 2011

(2) **Federal funds.** (Where applicable, if blank this section does not apply) Payments under this grant contract will be made in part from federal funds obtained by the State through CFDA number 11.555. 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.

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.

Authorized Representative

The State's Authorized Representative is Mwende Nzimbi, Emergency Communication Networks, Department of Public Safety, 445 Minnesota Street, Suite 137, St. Paul, Minnesota

55101, phone 651-201-7555, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. 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 Sergeant Jeff Anderson, Dispatch Administrator, Kanabec County Sheriffs Office, 18 North Vine Street, Mora, MN 55051. Phone: 320-679-8421. Email:

jeff.andersonfajco.kanabec.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

Assignment, Amendments, Waiver, and Grant Contract Complete

- 7.1 *Assignment*. The Grantee may neither assign nor transfer any rights or obligations under this grant contract 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 contract, or their successors in office.
- 7.2 *Amendments*. Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 7.3 *Waiver*. If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or its right to enforce it. *LA Grant Contract Complete*. This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

Liability

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

State Audits

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

Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

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

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not

be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State. The State may cancel this grant contract 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.

14.2 Termination for Insufficient Funding. The State may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination 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 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 receiving that notice.

15 Data Disclosure

Under Minn. Stat. § 270C.65, 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, or pay other state liabilities.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

2. GRANTEE

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

By: _____ , _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution: DPS/FAS Grantee State's Authorized Representative
Exhibit A **FEDERAL AUDIT REQUIREMENTS**

1. For sub recipients that are state or local governments, non-profit organizations, or Indian tribes

If the grantee expends total federal assistance of \$500,000 or more per year, the grantee agrees to obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act Amendments of 1996.

Audits shall be made annually unless the state or local government has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

For sub recipients that are institutions of higher education or hospitals

If the grantee expends total direct and indirect federal assistance of \$500,000 or more per year, the grantee agrees to obtain a financial and compliance audit made in accordance with OMB Circular A-110 "Requirements for Grants and Agreements with Universities, Hospitals and Other Nonprofit Organizations" as applicable. The audit shall cover either the entire organization or all federal funds of the organization.

The audit must determine whether the subrecipient spent federal assistance funds in accordance with applicable laws and regulations.

2. The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."
3. The audit report shall state that the audit was performed in accordance with the provisions of OMB Circular A-133 (or A-110 as applicable).

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The federal government has approved the use of the audit guide.

In addition to the audit report, the recipient shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

4. The grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1996 and OMB Circular A-133.
5. Grantees of federal financial assistance from sub recipients are also required to comply with the Single Audit Act and OMB Circular A-133.
6. The Statement of Expenditures form can be used for the schedule of federal assistance.

Exhibit A

7. The grantee agrees to retain documentation to support the schedule of federal assistance for at least four years.
8. **Required audit reports must be filed with the State Auditor's Office, Single Audit Division, and with federal and state agencies providing federal assistance, and the Department of Public Safety within nine months of the grantee's fiscal year end.**

OMB Circular A-133 requires recipients of more than \$500,000 in federal funds to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census Data
Preparation Division 1201
East 10th Street
Jeffersonville, Indiana
47132

Attn: Single Audit Clearinghouse

The Department of Public Safety's audit report should be addressed to:

Minnesota Department of Public Safety
Office of Fiscal and Administrative Services
444 Cedar Street
Suite 126, Town Square
St. Paul, MN 55101-5126

Exhibit B

**Federal Assurances FEDERAL
EMERGENCY MANAGEMENT AGENCY**

Assurances Non-Construction Programs (Page 1)

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified. As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.

Exhibit B

FEDERAL EMERGENCY MANAGEMENT
AGENCY Assurances Non-Construction
Programs (Page 2)

8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources

of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-I et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Exhibit C

CERTIFICATION REGARDING LOBBYING

For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the

award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Chairman Nielsen thanked Terry Price for 30 years of service with the County and presented her with a plaque commemorating the years of service.

Action #10– It was moved by Kathi Ellis, seconded by Kevin Troupe and carried unanimously to adjourn at 11:38am and to meet again on Wednesday, December 1, 2010 at 9:00am.

Signed _____
Chairperson of the Kanabec County Board of Commissioners,
Kanabec County, Minnesota

Attest: _____
Board Clerk