

**2014 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT AGREEMENT**

ENCUMBRANCE WORKSHEET

Contract #: 75502

Receipt ID:

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2014	Source Type State	Vendor Number 0000197295 - 01	
Total Amount \$6,685		Project ID R29G80110127		Billing Location R297000221	DUNS 071764690

Accounting Distribution:

Fund 2100	Fin. Dept. ID R2937714	Approp. ID R297400	Category 84101501	Account 441302	Activity A800002
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P.O. # 3000053480	Grant Begin Date January 1, 2014	Grant End Date June 30, 2015
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Grantee Name and Address:

Houston Co. Sheriff's Office
304 S. Marshall St.
Caledonia, MN 55921

Fiscal Agent and Address:

Houston Co. Treasurer's Office
304 S. Marshall St.
Caledonia, MN 55921

**2014 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 Houston Co. Sheriff's Office, 304 South Marshall St., Caledonia, MN 55921 ("Grantee"). The Fiscal Agent for this grant agreement is Houston Co. Treasurer's Office, 304 S. Marshall St., Caledonia, MN 55921.

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, 2014 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 2014 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, 2015. 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 Six thousand six hundred eighty-five dollars (\$6,685).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Six thousand six hundred eighty-five dollars (\$6,685).

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.

6 **Authorized Representative**

The State's Authorized Representative is Rodmen Smith, Assistant Director, Enforcement Division -- Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5054, 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.

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: Cheryl Nass

Date: 3-13-14

SWIFT Contract # 75502

Purchase Order # 3000053480

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: 4/1/14

By: [Signature]

Title: Chairman of County Board

Date: 4-1-14

By: [Signature]

Title: County Auditor or Administrator

Date: 4-1-14

3. STATE AGENCY: NATURAL RESOURCES

By: [Signature]
(with delegated authority)

Title: Assistant Director, Enforcement Division - Central Office

Date: 4/29/14

Attachments: Exhibits "A" & "B"

Distribution:

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

*Matt ✓
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**COUNTY BOAT AND WATER SAFETY
2014 BUDGET SPENDING PLAN**
(January 1, 2014- June 30, 2015)

EXHIBIT A

ENF APR 24 14 10:17 AM

MN DNR - Enforcement Division
Boat & Water Safety Unit
500 Lafayette Road
St. Paul, MN 55155-4047
Email: deb.ethier@state.mn.us
Deb's phone #: 651-259-5361
Fax: 651-297-3727

Houston County Sheriff's Office

County
Chief Deputy Scott Yeiter
Contact Name
507-725-3379 x4102
Contact Phone

GROUP I - PERSONNEL	Number	Amount		TOTAL
		County	State	
Full-Time				\$ -
Seasonal	5.0		\$ 4,685.00	\$ 4,685.00
GROUP I SUBTOTALS	5.0	\$ -	\$ 4,685.00	\$ 4,685.00

GROUP II - SUPPLIES & EXPENSES	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)		\$ 2,000.00	\$ 2,000.00
Fuel			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
GROUP II SUBTOTALS	\$ -	\$ 2,000.00	\$ 2,000.00

GROUP III - EQUIPMENT	Amount		TOTAL
	County	State	
DESCRIPTION -- (Itemize)			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
GROUP III SUBTOTALS	\$ -	\$ -	\$ -

2014 STATE GRANT TOTAL	\$ -	\$ 6,685.00	\$ 6,685.00
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Fax, scan or mail the signed original to the Department of Natural Resources. See fax, email or mailing address on the top of this form. Keep a copy for your records.

"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]
Signature

4/15/14
Date

ALLOWABLE EXPENDITURES UNDER THE 2014 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

**EXCERPT OF THE PROCEEDINGS
OF THE HOUSTON COUNTY BOARD OF COMMISSIONERS
REGULAR SESSION DATED APRIL 1, 2014**

File No. 6 - Motion was made by Commissioner Schuldt, seconded by Commissioner Kjome and unanimously carried to approve the State Boat and Water Safety Grant and to authorize the signature of Chairperson Walter.

*****CERTIFICATION*****

STATE OF MINNESOTA

COUNTY OF HOUSTON

I, Charlene Meiners, do hereby certify that the above is a true and correct copy of a excerpt of the proceedings of the Houston County Board of Commissioners at a regular session dated April 1, 2014.

WITNESS my hand and the seal of my office this 1st day of April, 2014.

(SEAL)

Charlene Meiners
Charlene Meiners, County Auditor

Minnesota Department of Natural Resources

500 Lafayette Road • St. Paul, MN • 55155-40 47

Boat & Water Safety Unit



Dear Chairman:

Enclosed is an approved version of the 2014 County Boat and Water Safety Agreement for your records. Another approved original is being forwarded to the county sheriff.

Payment on this grant is made on a reimbursement basis. Payments normally will be sent to the county treasurer electronically. Since payments may be intermingled, please have the treasurer check the stub. The State Boat & Water State Grant will be listed as "Your county name" SBG---date of payment. For example: Anoka SBG-3/13/14.

If you have any questions, please don't hesitate to contact me by phone at 651-259-5361 or e-mail: deb.ethier@state.mn.us.

Sincerely,

A handwritten signature in black ink that reads "Deb Ethier". The signature is written in a cursive, flowing style.

Deb Ethier
Grants Specialist
Boat & Water Safety

C: County Sheriff
DNR OMBS

✓ Enclosure - B&W Co. Grant

