

Board of Commissioners Agenda

October 11, 2022

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

Commissioners: Marie Dranttel- Board Chair; Jack Kolars- Vice Chair; John Luepke; Terry Morrow; David Haack

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

1. Pledge of Allegiance
2. Silence Your Cell Phones
3. Approval of Agenda
4. Approval of Consent Agenda:
 - a. [September 27, 2022 Board Minutes](#)
 - b. [End of Probations](#)
 - c. [Medical Examiner Contract/Agreement Renewal](#)
 - d. Approval of Bills
5. Public Appearances

9:05 a.m. 6. Office of Technologies

- a. [Proclamation Recognizing October as Cybersecurity Awareness Month in Nicollet County](#)

9:10 a.m. 7. Finance

- a. [Nicollet County Trails Association Agreement, State Contract, and Resolution](#)
- b. [Approval of Baker Tilly Engagement Agreement](#)

9:20 a.m. 8. Public Works

- a. [Consider Out-Of-State Travel Request – American Concrete Pavement Association \(APCA\) Annual Meeting](#)

9:30 a.m. 9. County Attorney Update

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

9:35 a.m. Call Drainage Authority Meeting to Order: Chair Dranttel

1. Approval of Agenda
2. Approval of Consent Agenda:
 - a. [September 27, 2022 Drainage Authority Minutes](#)
3. Public Appearances

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

Setting the standard for providing superior and efficient county government services through leadership, accountability and innovation to a growing and diverse society.

Core Values

Leadership. Integrity. Accountability. Efficiency. Innovation.

Board of Commissioners Agenda

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Commissioners: Marie Dranttel- Board Chair; Jack Kolars- Vice Chair; John Luepke; Terry Morrow; David Haack

- 9:40 a.m.**
4. Public Works
 - a. Consider Low Quote for CD 48A Repair
 - b. Consider Ditch Repair Report 22-011 through 22-013
 5. Adjourn Drainage Authority Meeting

Notice of Scheduled Meetings

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners.

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

October 2022:

- October 11 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
- October 11 – Drainage Authority Meeting, following the adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter
- October 17 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m.; Nicollet County Board Room, St. Peter
- October 18 – Individual Dept. Head Meeting (Road Tour) – Public Works, 8:15 a.m.; Nicollet County Board Room, St. Peter
- October 25 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
- October 25 – Drainage Authority Meeting, following the adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter
- October 26 – AMC District 7 Meeting; 8-2 pm; Knights of Columbus Hall, Fairmont

November 2022

- November 8 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
- November 8 – Drainage Authority Meeting, following the adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter
- November 8 – Personnel Committee Meeting; following the adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter
- November 14 – Union Negotiations - Closed Meeting, 10 a.m. and 1 p.m.; Nicollet County Board Room, St. Peter
- November 15 – Individual Dept. Head Meeting – County Administrator, 8:15 a.m.; Nicollet County Board Room, St. Peter
- November 15 – Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter
- November 15 – Union Negotiations - Closed Meeting, 1 p.m.; Nicollet County Board Room, St. Peter
- November 21 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m.; Nicollet County Board Room, St. Peter
- November 22 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
- November 22 – Drainage Authority Meeting, following the adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter

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SEPTEMBER 27, 2022
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, September 27, 2022, at 9:00 a.m. Commissioners Marie Dranttel, Jack Kolars, Terry Morrow, John Luepke and David Haack were present. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

Motion by Commissioner Luepke and seconded by Commissioner Haack to approve the agenda, with the addition of information related to the 2023 preliminary levy and budget. Motion carried with all voting in favor.

Consent Agenda

Motion by Commissioner Luepke and seconded by Commissioner Morrow to approve the consent agenda items as follows:

1. September 13, 2022 Board Meeting Minutes;
2. Out of State Travel: Drug-Free Communities Program Coordinator
3. Community Corrections Advisory Board Membership
4. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$207,717.77;
 - b. Road & Bridge Fund - \$71,940.62;
 - c. Human Services Fund - \$152,982.92

Motion carried with all voting in favor.

Public Appearances:

There were no public appearances.

Public Works

Consider DACA Funds Resolution

Director Greenwood approached the Board to share information on the Disaster Assistance Account (DACA) funds administered by the Department of Public Safety (DPS).

Motion by Commissioner Kolars and seconded by Commissioner Luepke to approve the resolution that requests Governor Walz to intercede on Nicollet County's behalf to release the 20% LPA cost share of FHWA ER Program Funding from the DACA Fund. Motion carried with all voting in favor on a roll call vote.

Consider MnDOT Detour Agreement No. 105

Director Greenwood shared information on the upcoming road improvement project on a portion of TH 169, TH 22, and TH 99 in 2023. The project areas will require MnDOT to detour traffic for 184 days.

Motion by Commissioner Morrow and seconded by Commissioner Kolars to approve the MnDOT Detour Agreement 1051231 and Resolution. Motion carried with all voting in favor on a roll call vote.

Health and Human Services

Purchase of Service Agreement: Amherst H. Wilder Foundation

Director Sassenberg is requesting approval of a contract to work with the Amherst H. Wilder Foundation. Wilder will assist the ACWA program with evaluation services that support the evaluation and data requirements of the Drug-Free Communities (DFC) grant.

Motion by Commissioner Haack and seconded by Commissioner Morrow to approve the contract with the Amherst H. Wilder Foundation. Motion carried with all voting in favor.

Administration

Set Public Hearing Date for the Fee Schedule Amendment

Motion by Commissioner Kolars and seconded by Commissioner Morrow to set the County Fee Schedule amendment public hearing for December 13, 2022 at 10:00 a.m. Motion carried with all voting in favor.

Set Preliminary Levy stuff

Motion by Commissioner Luepke and seconded by Commissioner Haack to approve the attached resolution adopting the 2023 preliminary property tax levy and set Thursday, December 1 at 6:30 p.m. as the date of the 2023 Tax Levy and Budget Meeting. Motion carried with all voting in favor on a roll call vote.

At 9:32 a.m., the meeting was recessed. The meeting was called back to order at 9:55 a.m.

PPSD – Property Services

September 19, 2022 Planning and Zoning Advisory Commission Meeting

Deputy Zoning Administrator Crawford came before the Board to request consideration of the following conditional use permit requests and findings of fact from the September 19, 2022 Planning & Zoning Advisory Commission Meeting:

1.)

M.R. Paving & Excavating/ Kohn & Rewitzer	PLN22-15	Conditional use permit for mineral extraction
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Motion by Commissioner Luepke and seconded by Commissioner Morrow to accept the Planning & Zoning Advisory Commission's September 19, 2022 report, recommendations, and findings as submitted therein. Motion carried with all voting in favor.

September 19, 2022 Planning and Zoning Advisory Commission Meeting – Floodplain Public Hearing

Deputy Zoning Administrator Crawford came before the Board to provide an overview of the amendments to the Nicollet County Zoning Ordinance and the Official Zoning Map.

Motion by Commissioner Kolars and seconded by Commissioner Luepke to approve the attached amendments to the Zoning Ordinance and official Zoning Map. Motion passed with all voting in favor.

County Attorney Update:

Attorney Zehnder Fisher shared information about the recent community events sponsored by the ACWA program. Speaker Cory Greenwood presented information on mental health and resilience. There was overwhelming positive feedback about the event, and many student and community members were in attendance.

Chair's Report

- PZAC
- Board Workshop
- REDA annual meeting
- Brown Nicollet Community Health Board

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner David Haack

- Budget Workshops
- SHIP Committee
- HRA

Commissioner John Luepke

- FFA Open House
- SHIP Committee
- AMC Fall Policy Conference
- Board Workshop
- Greater Mankato Growth
- Budget Meetings
- Swan Lake meeting
- Brown Nicollet Community Health Board
- Rural MN Energy Board

Commissioner Terry Morrow

- ACWA Community Event
- Workforce Development
- Board Workshop
- Food Access meeting
- Budget Meetings
- Brown Nicollet Community Health

Commissioner Jack Kolars

- REDA

- AMC Fall Policy Conference
- MVAC Board
- Board Workshop
- REDA Event
- Brown Nicollet Community Health Board

Approve Per Diems and Expenses

Motion by Commissioner Kolars and seconded by Commissioner Luepke to approve the expenses and per diems for the meetings noted above during the Commissioner Reports and/or as submitted on approved expense reports, and authorize payment of those expenses and per diems by the Finance Office. Motion carried with all voting in favor.

Adjourn

Motion by Commissioner Lupeke and seconded by Commissioner Morrow to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 10:09 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER, CLERK TO THE BOARD

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item: End of Probations		
Primary Originating Division/Dept.: Human Resources		Meeting Date: 10/11/2022
Contact: Kristy Larson	Title: HR Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested	minutes	
Presenter: Kristy Larson	Title: HR Director	Attachments: ☒ Yes ☐ No
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: Administration County Board Chair Marie Dranttel has requested the end of probation for Mandy Landkamer, County Administrator, effective August 24, 2022. Technologies County Administrator Mandy Landkamer has requested the end of probation for Jason Dragvold, Systems Administrator, effective October 10, 2022. Health & Human Services Health & Human Services Director Cassie Sassenberg has requested the end of probation for Jessalyn Mercado, Administrative Support Specialist, effective October 24, 2022.		
Supporting Documents: ☐ Attached ☒ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No		
If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Grant end of probationary status		
FISCAL IMPACT: Other (Select One) If "Other", specify		FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		Total

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Medical Examiner Contract Agreement/Renewal		
Primary Originating Division/Dept.: Sheriff's Office		Meeting Date: 10/11/2022
Contact: Dave Lange	Title: Sheriff	Item Type: Consent Agenda v
Amount of Time Requested: minutes		(Select One)
Presenter: Dave Lange	Title: Sheriff	Attachments: ☒ Yes ☐ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: The Sheriff's Office has an Agreement with River Valley Forensic Services, Dr. Kelly Mills, to provide medical examiner services when needed for death investigations. This is a renewal of the current agreement that is in place that will expire the end of 2022. New agreement will expire 12/31/2026.		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No		
If "yes", when? (provide year; mm/dd/yy if known) 11-26-2019		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Board approval and signatures on agreement		
FISCAL IMPACT: Other (Select One) If "Other", specify:		FUNDING County Dollars = Other (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		Total:

MEDICAL EXAMINER CONTRACT AGREEMENT

Agreement entered into this ____ day of _____, by and between the County of Nicollet, a political subdivision of the State of Minnesota, and River Valley Forensic Services, P.A. for the services of Dr. Kelly Mills, M.D. as Medical Examiner of Nicollet County.

I. Relationship of Parties

- A. Pursuant to County Board action that took place on _____ and the authority of Minnesota Statutes Ch. 390, the board of Nicollet County commissioners designates Dr. Kelly Mills, M.D., as Medical Examiner for Nicollet County, hereinafter "the Medical Examiner."
- B. It is agreed that nothing contained in the Agreement is intended or should be construed as creating the relationship of co-partners, joint ventures or an association or an employer/employee relationship between Nicollet County and Dr. Kelly Mills, M.D., River Valley Forensic Services, P.A., or their employees or designee. River Valley Forensic Services, P.A. is an independent contractor, and neither River Valley Forensic Services, P.A. it, its officers, agents or employees shall be considered agents or representatives of the County. The County is interested only in the results to be achieved. The manner and means of conducting the works are under the control of the Medical Examiner, except to the extent they are limited by statute or regulation and the express terms of this Agreement. None of the benefits provided by the County to its employees, including, without limitation, unemployment insurance, workers' compensation insurance, retirement and deferred compensation plans, vacation and sick leave, are available from the County to the Medical Examiner, River Valley Forensic Services, P.A., or the employees, agents or contractors of either. No civil service status shall attach to the Medical Examiner, Medical Staff, agent of contractors of the Medical Examiner or River Valley Forensic Services, P.A. and the County shall make no deductions from sums payable under the terms of this Agreement for state or federal income taxes, FICA, PERA or other payroll type deductions which are associated with an employer-employee relationship.

II. Personnel

- A. The Medical Examiner will designate Dr. Kirstin Howell, Dr. Victor Froloff and Dr. Butch Huston to assist in performing the contract and shall be under the control and supervision of the Medical Examiner. Dr. Howell, Dr. Froloff and Dr. Huston shall not be considered employees of the County, nor have a contractual relationship with the County. The County shall be notified prior to the effective date of any changes thereto.

- B. The non-medical personnel necessary to support the Medical Examiner in the performance of his duties under this Agreement shall be provided through the County Sheriff's Department. The compensation, benefits, and other terms of employment of these non-medical personnel shall be determined and paid solely by the county.

III. **Scope of Duties**

- A. The Medical Examiner shall be responsible for conducting a modern medico-legal investigative system for Nicollet County applying the standards of the National Association of Medical Examiners, as they may be amended from time to time. The Medical Examiner shall periodically consult with the County Attorney's Office, police agencies, and others concerned with forensic pathology to review procedures and formats for preparing medical reports and protocols. The Medical Examiner shall perform all duties imposed by Minnesota Statutes Chapter 390, as well as the duties imposed by other statutes applicable to the Medical Examiner's activities. The Medical Examiner shall testify, as required, at inquests, hearings and trials.
- B. The Medical Examiner shall be responsible for the final determination of the cause and manner of death, and the signing of certificates attesting the cause and manner of death. During the temporary absence of the Medical Examiner, a qualified person designated by the Medical Examiner may make the final determination of death, and sign a certificate attesting to the cause and manner of death.
- C. The Medical Examiner shall be entitled to perform other gainful activities which do not interfere with the performance of her duties hereunder.

IV. **Compensation**

- A. All payments made under this agreement for services rendered by or at the designation of Dr. Kelly Mills, M.D., shall be made to River Valley Forensic Services, P.A.
- B. The County will be responsible for the payment for each complete autopsy or external examination performed by Dr. Kelly Mills, M.D., or her assistants, as the Medical Examiner pursuant to this agreement and billed to Nicollet County upon completion of each examination in keeping with the past practice of the County Medical Examiner's Office.
- C. Compensation for the services under this contract shall be \$250.00/month plus the following on a per service basis: (1) complete forensic autopsy with basic toxicology, at approximately \$2,000, and (2) external examination with basic toxicology at approximately \$1000.

- D. Additionally, the County will be responsible for court related preparation / consultation and out of office charges, billed on an hourly basis of \$300/hr., including travel to and from Nicollet County in order to provide testimony in legal proceedings arising out of the duties of the Medical Examiner.

V. **Facilities**

The facility, together with all the necessary equipment, the supplies, shall be the responsibility of Dr. Kelly Mills, M.D. It is represented by Dr. Kelly Mills, M.D., and understood by the County that Ramsey County Morgue shall be available to Dr. Kelly Mills, M.D., for the performance of this agreement.

VI. **Insurance and Indemnification**

- A. River Valley Forensic Services, P.A. agrees to indemnify and hold harmless the County of Nicollet, its officials, employees and agents from any and all liability, loss or damage, that the County of Nicollet, its officials, employees and agents may suffer as a result of claims, demands, costs of judgments, including without limitation reasonable attorney's fees arising out of the provision of professional services by Dr. Kelly Mills, M.D., as the Medical Examiner of Nicollet County pursuant to Minnesota Statutes Ch. 390, provided, however, that this indemnification shall be limited to the extent of such claims, demands, costs or judgments, including, without limitation, reasonable attorney's fees are covered by insurance.
- B. The County of Nicollet agrees to indemnify and hold harmless River Valley Forensic Services, P.A., Dr. Kelly Mills, M.D., its and their agents, officers or employees from any and all liability, loss or damage, it, he, its agents, officers or employees may suffer as a result of claims, demands, costs or judgments, including without limitation reasonable attorney's fees, arising from the Medical Examiner's or his agents' performance of his or their duties under this Agreement.
- C. River Valley Forensic Services, P.A. shall obtain and keep in effect the following insurance coverage:
- 1) Comprehensive General Liability Insurance:
 - (a) Minimum Combined Single Limit
 - \$2,000,000 per occurrence
 - \$4,000,000 aggregate

(a) The following coverage must be specifically insured and certified with no internal sublimits.

1. Independent Contractors' Contingent Liability
2. Products/Completed Operations Liability
3. Contractual Liability
4. Personal Injury Liability including claims related to employment and coverage (a) through (e).
5. Broad Form Property Damage Liability, or deletion of the "Care, Custody and Control" Exclusion
6. Aircraft Liability (if applicable)
7. Watercraft Liability (if applicable)

(b) The Contractual Liability is to be either on a blanket basis for all written and oral contracts or specifically endorsed to acknowledge the contract between the insured and the County.

2. Professional Liability Insurance

Minimum Limits

\$2,000,000 per occurrence

\$4,000,000 aggregate

3. Automobile Liability Insurance on Vehicles Owned by River Valley Forensic Services, P.A., or Kelly Mills, M.D., Kirstin Howell, M.D., Victor Froloff, M.D., or Butch Huston, M.D.

- D. All certificates of insurance shall provide that the insurance company shall give the County thirty (30) days prior written notice of cancellation, non-renewal or any material changes in the policy.
- E. The above subparagraphs establish the minimum insurance requirements, and it is the sole responsibility of River Valley Forensic Services, P.A. to purchase and maintain additional insurance that may be necessary in connection with this contract.
- F. The Medical Examiner shall provide a certificate of insurance to the County in a form acceptable to Nicollet County. All insurance policies shall be submitted to the County upon written request.
- G. Nothing in this contract shall constitute a waiver by the County of any statutory limits or exceptions on liability.

VII. Transportation

- A. Transportation of the deceased bodies from Nicollet County to the Ramsey County Morgue shall be the responsibility of Nicollet County.

VIII. Minnesota Data Practices Act

- A. For the purposes of executing its responsibilities, and to the extent set forth in this Contract, the Medical Examiner shall be considered part of the welfare system as defined in Minnesota Statutes, Chapter 13. Medical Examiner's employees and agents shall have access to private data maintained by the County to the extent allowed by law and as necessary to carry out its responsibilities under this contract. The Medical Examiner agrees to comply with all the requirements of the Minnesota Data Practices Act in providing services under this contract. The Medical Examiner accepts responsibility for providing adequate supervision and training to agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by statute, either during the period of this contract or thereafter. The Medical Examiner agrees to indemnify and save and hold the state, the county, and their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provision of the Agreement. The Medical Examiner is required by law to maintain the privacy of protected health information and to provide notice of its legal duties and privacy practices concerning protected health information.

IX. Miscellaneous Provisions

- A. The Medical Examiner and all the members of the Medical Staff must be licensed to practice in Minnesota, with the Medical Examiner holding certification by the American Board of Pathology.
- B. At the termination of this Agreement, the Medical Examiner shall return all files, records and objects related to cases completed, or in progress, to the County upon written request.

X. Term and Termination

- A. This agreement shall continue for a period ending 12/31/2026 unless terminated sooner pursuant hereto.
- B. This Agreement may be terminated by either party on forty-five (45) days

written notice to the other.

- C. This Agreement may be renewed on an annual basis upon agreement of both parties.

X. **Entire Agreement, Modification**

- A. 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 the parties relating to the subject matter hereof.
- B. This Agreement shall be altered, varied, modified or amended only in writing duly executed by the parties and attached hereto.

COUNTY OF NICOLLET

(date)

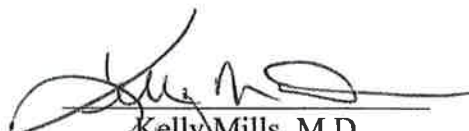
By _____
Nicollet County Board Chair

(date)

By _____
Nicollet County Administrator

9/26/22

(date)


Kelly Mills, M.D.
Medical Examiner

River Valley Forensic Services, P.A.

9/26/22

(date)

By 
Kelly Mills, President

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:

Proclamation Recognizing October as Cybersecurity Awareness Month in Nicollet County

Primary Originating Division/Dept.: Office of Technologies

Meeting Date: 10/11/2022

Contact: Jason Dragvold

Title: Technologies Director

Item Type: Regular Agenda
(Select One)

Amount of Time Requested: 5 minutes

Presenter: Jason Dragvold

Title: Technologies Director

Attachments: ☒ Yes ☐ No

County Strategy:

(Select One)

Programs and Services - deliver value-added quality services

BACKGROUND/JUSTIFICATION:

The Office of Technologies is requesting approval of a proclamation recognizing October as Cybersecurity Awareness Month in Nicollet County.

Supporting Documents: ☐ Attached ☒ In Signature Folder ☐ None

Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No

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

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

ACTION REQUESTED:

Approval of proclamation

FISCAL IMPACT: Other
(Select One)

If "Other", specify:

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

FUNDING

County Dollars =

Grant

(Select One)

Total:

**Proclamation Recognizing October as Cybersecurity Awareness Month
in Nicollet County**

WHEREAS, Nicollet County serves a vital role in providing services to our residents and communities; and

WHEREAS, Critical community services such as health care, emergency services, and law enforcement are ever increasingly dependent on information systems; and

WHEREAS, Nicollet County is committed to protecting the county from cybersecurity events; and

WHEREAS, Cybersecurity is the shared responsibility of all and we must work together to improve our awareness and educate ourselves on basic computer security; and

WHEREAS, October is designated as National Cybersecurity Awareness Month and Nicollet County residents are encouraged to visit the Department of Homeland Security Stop.Think.Connect. website at www.stopthinkconnect.org to learn more about cybersecurity and how to protect themselves better at home, work, school, and business.

NOW, THEREFORE, BE IT PROCLAIMED, by the Nicollet County Board of Commissioners that October 2022 is designated as:

Cybersecurity Awareness Month

October 11, 2022

Marie Dranttel, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:

Nicollet County Trails Association Agreement, State Contract, and Resolution

Primary Originating Division/Dept.:

Meeting Date: 10/11/22

Contact: Heather McCormick Title: Finance Director

Item Type: Regular Agenda
(Select One)

Amount of Time Requested 5 minutes

Presenter: Heather McCormick Title: Finance Director

Attachments: ☒ Yes ☐ No

County Strategy: Programs and Services - deliver value-added quality services
(Select One)

BACKGROUND/JUSTIFICATION:

Nicollet County is the fiscal agent for the MN River Valley Trail agreement with the State of Minnesota.

Annually, Nicollet County approves the State of Minnesota Grant Contract Agreement for Snowmobile Grant-in-Aid Program - Maintenance & Grooming Grant. The amount of this Grant is \$39,476.86.

Included is the agreement between Nicollet County and Nicollet County Trails Association, and the contract between Nicollet County and the State of Minnesota. Upon recommendation by the MN DNR, the County desires to enter into a contract with the snowmobile club to define roles and responsibilities of each party.

An updated Resolution is also included.

Signature for the State Contract will be sent via Docusign to Board Chair and County Administrator.

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No

If "yes", when? (provide year; mm/dd/yy if known) 11/23/21

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

ACTION REQUESTED:

Approval of grant and signature on agreement.

FISCAL IMPACT: No fiscal impact
(Select One)

If "Other", specify

FUNDING
County Dollars =

State 39,476.86
(Select One)

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

Total

**NICOLLET COUNTY and
NICOLLET COUNTY TRAILS ASSOCIATION, INC.
TRAIL AGREEMENT**

This Agreement is made on the 11th date of October, 2022, between County of Nicollet, hereafter referred to as "County," and Nicollet County Trails Association, Inc., hereafter referred to as "Club."

WHEREAS, the County desires to establish and maintain public trails in furtherance of its public recreation program; and

WHEREAS, the Club agrees to contract with the County to acquire, construct, and maintain those trails; and

WHEREAS, the Club agrees that it is a nonprofit corporation authorized to receive grant-in-aid funds; and

WHEREAS, the State of Minnesota offers financial and technical assistance to the County for the construction and maintenance of approved trails; and

WHEREAS, the State of Minnesota offers occasional additional financial funding opportunities for trail improvements, and the County desires to avail itself of the assistance;

NOW, THEREFORE, IT IS AGREED between the parties hereto that:

1. The trails that are the subject of this Agreement shall be located in portions of Nicollet County.
2. The County Finance Department shall serve as the fiscal agent on behalf of the County.
3. The County shall apply to the State of Minnesota, Department of Natural Resources, for financial and technical assistance with the laws, rules, and regulations governing such assistance.
4. The Club shall enter into necessary agreements for the acquisition of the necessary interests in land and the subsequent construction and maintenance of the trails. The Club shall provide the County with proof of the acquisition of the necessary interests in lands on the trails. The Club shall acquire land in fee, easement, lease, permit, or other authorization for said trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the trail, the Club shall obtain from the owner of said parcel, a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A.
5. The Club shall construct the trails, provide adequate maintenance, keep the trail reasonably safe for public use and provide such other maintenance or modifications as may be required by the State of Minnesota. The Club agrees to be solely responsible for the aforementioned obligations, and the parties agree that the County shall have no responsibility, duty, or liability for those obligations. Any work in connection with the trail shall be in accordance with the terms and conditions of the Agreement between the State and the County, and such terms and

conditions shall be incorporated by reference into this Agreement and any subsequent contracts between the County and the Club, or between the parties hereto and others.

6. Any and all claims that arise or may arise against the Club, its agents, servants, volunteers, or employees as a consequence of any act or omission on the part of the Club or its agents, servants, volunteers, or employees while engaged in the performance of the Contract shall in no way be the obligation or responsibility of the County. Contractor shall indemnify, hold harmless and defend the County, its commissioners, elected officials, officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Club, its agents, servants, volunteers, or employees, in the execution, performance, or failure to adequately perform the Club's obligations pursuant to this Contract.
7. The Club does further agree that in order to protect itself as well as the County under the indemnity agreement provision hereinabove set forth, it will at all times during the term of the Agreement have and keep in force liability insurance amounts at least equal to the maximum liability limits set forth in Minn. Stat. 466.04, Subd.1 :
 - a. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$500,000.00 for property damage arising from one occurrence, \$1,500,000.00 for total bodily or personal injuries or death and/or damages arising from one occurrence. The County shall be named as an additional insured on such policy.
 - b. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than \$500,000.00 per accident for property damage, \$500,000.00 for bodily injuries and/or damages to any one person, and \$1,500,000.00 for total bodily injuries and/or damages arising from any one accident. The County shall be named as an additional insured on such policy.
 - c. Workers' Compensation – It is hereby understood and agreed that any and all employees or volunteers of the Club shall not be considered employees of the County, and that any and all claims that may or may not arise under the Workers' Compensation Act of the State of Minnesota on behalf of said employees or volunteers while so engaged, and any and all claims made by any third parties as the consequences of any act or omission on the part of said employees while so engaged on any of the work or services to be rendered within the terms of this Agreement, shall in no way be the obligation or responsibility of the County.
 - d. The County may withhold payment for failure of the Club to furnish certificates of insurance as required above.
 - e. In the event that claims or lawsuits shall arise jointly against the Club and the County, and the County elects to present its own defense, using its own counsel, in addition to or as opposed to legal representation available by the insurance carriers providing the coverage as stated above, then such legal expense shall be borne by the County.

- f. Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' prior notice by the insured to the County.
8. The County expects to receive financial assistance from the State of Minnesota in an amount not to exceed \$39,476.86. This amount will not exceed the actual amount of the Snowmobile FY2023 Maintenance and Grooming Grant Agreement, which may include supplemental funding. The County expects to receive said funds upon the Club's satisfactory completion of the four benchmarks specified by the Minnesota Snowmobile Trails Assistance Program, Maintenance and Grooming Manual, the standards of which are incorporated herein by reference and as set forth in the County's Minnesota Snowmobile Trails Assistance Program, Snowmobile FY 2023, Maintenance and Grooming Grant Agreement. The County hereby agrees to reimburse the Club any monies received from the State of Minnesota based upon the Club completing the necessary benchmarks, with the Club absorbing or otherwise satisfying the remainder of the cost. In the event that the financial assistance from the State of Minnesota changes in amount or percentage, the obligation of the County to reimburse the Club will change accordingly. Due to variability in revenues to the snowmobile account, in FY2023, the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.
9. The County may receive additional funding if the Club qualifies for additional financial funding approved by the State of Minnesota. The County hereby agrees to reimburse the Club any monies received from the State of Minnesota.
10. At least annually, the Club will submit to the County records and documents adequately showing the actual, total cost incurred for any work on the trail.
11. The County shall not be liable for such costs as are incurred by the Club because state funds are depleted or reduced or in any way modified.
12. The Club will operate as an independent contractor. The County and the State of Minnesota shall not have any responsibility or liability for workers' compensation, other employee benefits or claims of negligence, or other wrongdoing on the part of the Club brought by third parties.
13. The Club shall maintain books, records, documents, and other evidence relevant to this Agreement and in such detail that will accurately reflect the benchmarks that have been reached in this program and that have received payment. The Club shall use generally accepted accounting principles and these records shall be retained for six (6) years after this Agreement terminates. The County, State, its representative or the legislative auditor shall have the right to examine this evidence, and the Club shall make them available at the office at all reasonable times during the record retention period. Records shall be sufficient, as defined in the Minnesota Snowmobile Trails Assistance Program, to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this Contract.
14. This Agreement may be terminated by the County in the event of a default by the Club; the legislature appropriates insufficient monies for the program; or the abandonment of the trail. Further, this Agreement may be terminated, with or without cause, upon thirty (30) days' written notice by either of the parties hereto.

15. Assignment or Modification – The Club may not assign any of its rights or obligations under this Agreement without the prior written consent of the County. No change or modification of the terms or provisions of this Agreement shall be binding unless such change or modification is in writing and signed by both parties to this Agreement.

16. Invasive Species Prevention

16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work.

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Sponsor shall prevent invasive species from entering into or spreading within the Trail(s) by ensuring the cleaning of equipment prior to arriving at the Trail(s) site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Sponsor's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control.

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at

http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

TERRESTRIAL WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. 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.

AQUATIC WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the project site includes a water body, the grantee shall clean equipment and clothing as noted above, prior to entering and leaving the water body. Prior to leaving the water body, drain water from all equipment, tanks or water retaining components of boats (motors, live well and bilge). Immediately after leaving the water body, drain water from transom wells onto dry land.

16.2 Cleaning and disposal of material cleaned.

If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's 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 State's Authorized Representative. 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

17. Data Disclosure – Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Club consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the County, 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 Club to file state tax returns and pay delinquent state tax liabilities, if any.
18. 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 Nicollet County, Minnesota.
19. Authorized Representative – The County's Authorized Representative is Nicollet County Finance Department, or his/her successor, and has the responsibility to monitor the Club's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the County's Authorized Representative will certify acceptance on each invoice submitted for payment. A list of the Trail Area Supervisors can be found on the program webpage:
https://files.dnr.state.mn.us/assistance/grants/recreation/ohv/trails_assistance_program_grants_contacts.pdf.
20. The Agreement shall be effective from October 11, 2022 and shall expire on June 30, 2023 or until all obligations have been satisfactorily fulfilled, whichever is sooner.

NICOLLET COUNTY

NICOLLET COUNTY TRAILS ASSOCIATION, INC.

By: _____
Chairperson, Nicollet County

By: _____
Trail Administrator

Date: _____

Date: _____

ATTEST:

By: _____
County Administrator

Date: _____



STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

SNOWMOBILE GRANT-IN-AID PROGRAM FY 2023 MAINTENANCE AND GROOMING GRANTS

Local Unit of Government Sponsor:	Nicollet County
Trail/Club Name:	MN River Valley Trails/Nicollet County Trails Association, Inc.
Grant Amount:	\$39,476.86

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and **Nicollet County, 501 S Minnesota Ave, PO Box 89, St Peter, MN 56082** ("GRANTEE").

Recitals

1. The Snowmobile Grant-in-Aid Program established in [Minn. Stat. 84.83](#) to provide grants to local units of government for the maintenance of snowmobile trails and the State is empowered to enter into this grant.
2. The Snowmobile Grant-in-Aid Program manual ("Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual", hereafter "manual") identifies the duties of the state and grantee, and any non-profit trail organizations the grantee may choose to sponsor for trail grooming and maintenance activities. In this contract and the manual, the terms "Grantee" and "Sponsor" are interchangeable. The manual is available at https://mndnr.gov/grants/recreation/gia_snowmobile.html, and is incorporated into this grant contract agreement by reference.
3. The State is in need of the services of the Sponsor to provide the maintenance and grooming of the following trail(s) specified in this grant contract agreement: **MN River Valley Trails**
4. The Sponsor has applied to the State for a grant for the above identified trails and has submitted the Snowmobile Grant-in-Aid Program Maintenance and Grooming application form, required attachments, and resolution or official minutes of the Sponsor authorizing the proposed maintenance and grooming. The submitted application form and required attachments are hereinafter referred to as the "Plan."
5. Attachment. The Sponsor's resolution or official minutes are attached and incorporated into this grant contract agreement.
6. The Sponsor represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Sponsor agrees to minimize administrative costs as a condition of this grant and to follow the code of ethics pursuant to [Minn.Stat. §43A.38](#) in administration of this grant.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:**

July 1, 2022 or the date the State accounting system shows sufficient allotment or encumbrance balance in the fund, allotment, or appropriation to meet this grant contract agreement and per [Minn. Stat. §16B.98](#) Subd. 5 and Subd. 7. Per Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Sponsor until this grant contract is fully executed.

1.2 **Expiration date:**

June 30, 2023, 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 and Intellectual Property Rights; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

1.4 **Incur Expenses.**

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2021 are eligible for reimbursement. Expenses incurred by the grantee or its subcontractors prior to contract execution (as permitted by Minnesota Statutes, section 84.026, Subd. 4(1)) require written pre-approval by the state's authorized representative prior to expenditure.

2 Sponsor's Duties

The Sponsor, who is not a state employee, will:

- (a) Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- (b) Maintain the proposed trails in accordance with the guidelines contained within the current Minnesota Snowmobile Trails Assistance Program Maintenance and Grooming Manual, hereinafter referred to as the "Manual" as accepted or amended by the State and available on the Snowmobile GIA Program webpage at http://www.dnr.state.mn.us/grants/recreation/gia_snowmobile.html. All work will be the responsibility of the Sponsor, its employees, or the sponsor's agent provided the agent is registered as a nonprofit corporation with the State of Minnesota.
- (c) Proceed to acquire necessary interests in lands on the Trail. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.
- (d) Provide adequate maintenance and grooming on the Trail, which shall include keeping it reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance and grooming as may be required and in accordance with the trail grooming guidelines established in the manual. The Sponsor and not the State is responsible for maintaining signs and maintenance and grooming of the Trail.

3 Time

The Sponsor 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 agrees to disburse funds to the Sponsor pursuant to this Agreement based upon the satisfactory completion of significant performance benchmarks as identified below. This grant shall not exceed the Grant Amount as specified below. Funds not earned and paid out will be canceled annually at the end of the State's fiscal year (June 30).

4.2 Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Sponsor under this grant contract will not exceed **\$39,476.86**

4.3 Payment

1. Trail Completion Benchmark, 45% of Total Grant Amount

Disbursement of these funds is contingent on the sponsor providing a high quality map that shows the final alignment of the trail and a Trail Completion Certification Form that the trail is open and available for use. The certification must be received by December 15th of that year. This includes having the trail brushed, bridges in repair, signs installed, gates were capable of being open (snow permitting), and any other additional work needed. Also the Sponsor ensures that interest in lands to operate a snowmobile trail have been acquired through fee, easement, lease, permit, or other authorizations of interest throughout the entire Trail.

2. Grooming Certification Benchmark, Opening – January 15, 25% of Total Grant Amount

A portion of the grooming monies will be disbursed to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor that the trails have been properly groomed from opening day through January 15th. The certification must be received by February 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

3. Grooming Certification Benchmark, January 16 – Closing, 25% of Total Grant Amount

The second disbursement of the grooming monies will be made to the Sponsor by the DNR based upon the Certification of Satisfactory Grooming Form received from the Sponsor and verification that the trails were groomed to the satisfaction of the Sponsor from January 16th through the end of the season. The certification must be received by April 15th of that year. The Sponsor in coordination with the Club must maintain sufficient records to document the activity.

4. Trail Closure/Application Submission Benchmark, 5% of Total Grant Amount

The final payment will be based upon the Trail Closure/Application Submission Certification form received from the Sponsor. The certification must be received by May 15th. A completed application for the next year must accompany the certification. Must provide evidence that Sponsor and Club attended spring training session conducted by DNR. A map indicating the "anticipated" alignment of the trail must also be submitted. A back-up grooming plan must also be provided.

4.4 **Contracting and Bidding Requirements**

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

- (a) If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2)
- (b) If the amount of the contract is estimated to exceed \$25,000 but not \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2) and paragraph (c).
- (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2)
- (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 **Conditions of Payment**

All services provided by the Sponsor 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 Sponsor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

5.1 **Penalties**

In addition to the penalties identified below, if its determined performance was not met the State reserves the right to reduce payment in the following year's agreement or to exclude the Sponsor from participation in the Snowmobile Grant-in-Aid Program.

1. If it is determined that the **Trail Completion Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 45% of the Total Annual Grant Amount.
2. If it is determined that the **Grooming Certification benchmark for the period of opening day through January 15** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
3. If it is determined that the **Grooming Certification benchmark for the period of January 16 through the end of the season** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 25% of the Total Annual Grant Amount.
4. If it is determined that the **Trail Closure/Application Submission Certification benchmark** in this Plan has not been satisfactorily completed but was certified as having been completed by the Sponsor, the Sponsor may be assessed a penalty of up to 5% of the total annual Grant Amount.

6 Authorized Representative

The State's Authorized Representative is **Jaime Opsahl 50499 Sakatah Lake State Park Road Waterville, MN 56096. 507-698-7854**, Jaime.Opsahl@state.mn.us, or his/her successor, and has the responsibility to monitor the Sponsor'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 Sponsor's Authorized Representative is **Heather McCormick, Finance Director, 501 S Minnesota Ave, PO Box 89, St Peter, MN 56082, 507-934-7817**, heather.mccormick@co.nicollet.mn.us. If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Sponsor shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments 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 the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Sponsor. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Sponsor 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 Sponsor or the Sponsor's agents or employees. This clause will not be construed to bar any legal remedies the Sponsor may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Sponsor's or the sponsor's agent's books, records, documents, and accounting procedures and practices of the Sponsor, the sponsor's agent, 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 Rights

10.1 Government Data Practices

The Sponsor 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 Sponsor 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 Sponsor or the State. If the Sponsor receives a request to release the data referred to in this Clause, the Sponsor must immediately notify the State. The State will give the Sponsor instructions concerning the release of the data to the requesting party before the data is released. The Sponsor's response to the request shall comply with applicable law

10.2 Intellectual Property Rights

(a) 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 contract.

(b) Obligations.

1. Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Sponsor, including its employees and subcontractors, in the performance of this contract, the Sponsor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. Representation. The Sponsor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Sponsor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Sponsor represents and warrants that the Works and Documents do not will not infringe upon any intellectual property rights of other persons or entities. The sponsor will indemnify, defend, to the extent permitted by the Attorney General and hold harmless the State, at the Sponsor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or parts of the Works and Documents infringe upon the intellectual property rights of others. The Sponsor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Sponsor's or the State's opinion is likely to arise, the Sponsor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of

other remedies provided by law.

11 Workers Compensation

The Sponsor certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Sponsor'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 Sponsor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Sponsor's website when practicable.

12.2 Endorsement

The Sponsor 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 and Funding

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Sponsor. Upon termination, the Sponsor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination or Reduction for Insufficient Funding

The state can reduce or terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Sponsor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Sponsor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the

contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Sponsor notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Termination by Contract

This grant contract may also be terminated upon mutual agreement by the State and the Sponsor.

14.5 Funding

The State's sole responsibility under this Agreement is to provide funds to the Sponsor. In the event that state funds become unavailable because of legislative or executive action or restraints, including but not limited to the Minnesota Legislature not appropriating sufficient funding for the program or there not being enough funding in the snowmobile account, the grant amount may be reduced or this contract may be terminated by the State. Due to variability in revenues to the snowmobile account, the State/DNR may reduce or not disburse funds for the third and/or fourth benchmarks.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Sponsor 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 Sponsor to file state tax returns and pay delinquent state tax liabilities, if any.

16 Invasive Species Prevention

16.1 Prevent or limit the introduction, establishment or spread of terrestrial invasive species during work.

The State requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Sponsor shall prevent invasive species from entering into or spreading within the Trail(s) by ensuring the cleaning of equipment prior to arriving at the Trail(s) site. Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Sponsor's contractors shall make every effort to schedule operations and site visits to avoid the spread of weed seed. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under State control.

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

TERRESTRIAL WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Grant Administrator or their representative. 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.

AQUATIC WORK SITES include:

The grantee shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the project site includes a water body, the grantee shall clean equipment and clothing as noted above, prior to entering and leaving the water body. Prior to leaving the water body, drain water from all equipment, tanks or water retaining components of boats (motors, live well and bilge). Immediately after leaving the water body, drain water from transom wells onto dry land.

16.2 Cleaning and disposal of material cleaned.

If the equipment, vehicles, gear, or clothing arrives at the Trail with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by the Sponsor's 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 State's Authorized Representative. 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.

17 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here:

https://mndnr.gov/pollinator_resources/index.html, *DNR Pollinator Best Management Practices and Habitat Restoration Guidelines.*

18 Accessibility

Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines. Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>.

19 Technical Assistance

Upon the request of the Sponsor to the extent possible, the State will provide technical assistance with major problems encountered in the maintenance and grooming of the Trail.

20 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

20.1 The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

20.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

21 Whistleblower Protection Rights

Recipient Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.

(a) This award and employees working on this financial assistance contract will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower

protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

22 Conflict of Interest

It is the policy of the State of Minnesota to work to deliberately avoid actual and potential conflicts of interest related to grant making at both the individual and organizational levels.

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

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

23 Force majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

24 Non-Discrimination

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

- d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- e) Any other applicable non-discrimination law(s).

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Wisconsin Stat. § 16A.15

Signed: _____

Karen Potvin

63FBE77857A34A8

October 4, 2022

Date: _____

219715/PO# 3000219413

SWIFT Contract/PO No(s). _____

2. SPONSOR

The Sponsor certifies that the appropriate person(s) have executed the grant contract on behalf of the Sponsor 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:

Agency

Sponsor

State's Authorized Representative



**RESOLUTION APPROVING NICOLLET COUNTY AS THE
SPONSOR OF THE SNOWMOBILE GRANT-IN-AID PROGRAM
TRAIL IMPROVEMENT GRANT AGREEMENT 194790/3000189407,
FOR MINNESOTA RIVER VALLEY TRAIL CLUB IMPROVEMENT
PROJECT TRAVERSE DES SIOUX CORRIDOR 16 REHAB AND AS THE SPONSOR
OF THE MAINTENANCE AND GROOMING GRANT AGREEMENT**



WHEREAS, the GRANT AGREEMENT is made between the State of Minnesota, acting by and through the Commissioner of Natural Resources, and Nicollet County referred to as the "Sponsor" relating to the maintenance and grooming of the trails specified in said GRANT AGREEMENT; and

WHEREAS, the GRANT AGREEMENT is made between the State of Minnesota, acting by and through the Commissioner of Natural Resources, and Nicollet County referred to as the "Sponsor" relating to the Snowmobile Grant-in-Aid Program Trail Improvement specified in said GRANT AGREEMENT; and

WHEREAS, the MN River Valley Trail/Nicollet County Trails Association, Inc. will be the Sponsor's Agent responsible for the maintenance and grooming of trails as well as the trail improvement project; and

WHEREAS, the Sponsor desires to improve and maintain the trails for the enjoyment of the public; and

WHEREAS, the Minnesota Snowmobile Trails Assistance Program provides grants to local units of government for the improvement and maintenance of recreational trails pursuant to Minnesota Statutes Chapter 84.83; and

WHEREAS, it is the State's responsibility under the GRANT AGREEMENT to provide funds to the Sponsor as approved and available by the State Legislature; and

WHEREAS, the Sponsor has applied to the State for grants for said trails.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Nicollet County, Minnesota as follows:

1. That Nicollet County will serve as the Local Unit of Government acting as the Sponsor of the Minnesota Snowmobile Grant-in-Aid Program trail improvement Grant Contract Agreement 194790/3000189407 Traverse Des Sioux Corridor 16 Rehab improvement project.
2. That Nicollet County will serve as the Local Unit of Government acting as the Sponsor of the Minnesota Snowmobile Trails Assistance Program, Maintenance and Grooming Grant Agreement.

Passed and Adopted by the Board on this 23rd day of November, 2021.

COUNTY OF NICOLLET

A handwritten signature in black ink, appearing to read "Terry Morrow", written over a horizontal line.

Terry Morrow, Chair
Nicollet County Board of Commissioners

ATTEST:



**RESOLUTION APPROVING NICOLLET COUNTY
AS THE SPONSOR OF THE
SNOWMOBILE GRANT-IN-AID PROGRAM
MAINTENANCE AND GROOMING GRANT AGREEMENT
AND RELATED DUTIES FOR THE MINNESOTA SNOWMOBILE
TRAILS ASSISTANCE PROGRAM AND GENERAL APPLICATIONS FOR FUNDING**

WHEREAS, the GRANT AGREEMENT is made between the State of Minnesota, acting by and through the Commissioner of Natural Resources, and Nicollet County referred to as the "Sponsor" relating to the maintenance and grooming of the trails specified in said GRANT AGREEMENT; and

WHEREAS, the MN River Valley Trail/Nicollet County Trails Association, Inc. will be the Sponsor's Agent responsible for the maintenance and grooming of trails; and

WHEREAS, the Sponsor desires to improve and maintain the trails for the enjoyment of the public; and

WHEREAS, the Minnesota Snowmobile Trails Assistance Program provides grants to local units of government for the improvement and maintenance of recreational trails pursuant to Minnesota Statutes Chapter 84.83; and

WHEREAS, it is the State's responsibility under the GRANT AGREEMENT to provide funds to the Sponsor as approved and available by the State Legislature; and

WHEREAS, the Sponsor has applied to the State for grants for said trails.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Nicollet County, Minnesota as follows:

1. That Nicollet County will serve as the Local Unit of Government acting as the Sponsor of the Minnesota Snowmobile Trails Assistance Program, Maintenance and Grooming Grant Agreement, and general applications for funding.

Passed and Adopted by the Board on this 11th day of October, 2022.

COUNTY OF NICOLLET

Marie Dranttel, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item: Approval of Baker Tilly Engagement Agreement	
Primary Originating Division/Dept.: Finance	Meeting Date: 10/11/2022
Contact: Heather McCormick Title: Finance Director	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 5 minutes	
Presenter: Heather McCormick Title: Finance Director	Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Financial Security - prudent use of taxpayer resources	
BACKGROUND/JUSTIFICATION: With significant federal funding coming the direction of Nicollet County's oversight due to the pandemic, Nicollet County is seeking to make improvements to procedures and policies around procurement. Finance is requesting to use ARP funds to implement these improvements and utilize Baker Tilly's expertise in this area. The project scope is included in the agreement and below: >Review current state procurement policies and County procedures related to procurement >Provide recommendations for additions to the policy that accomplish at least one of the following objectives: Alignment with procurement guidelines for federal awards (where applicable) Incorporate best practice internal controls Achieve procurement objectives in the most efficient manner while maintaining compliance >Discuss recommendations with County Finance Director and staff >Incorporate recommendations into new policy(ies) >Present the policy for the County for review >Made edits to the policy as needed >Meet with County staff to discuss the procurement process and systems and forms which support the process >Create process flow diagrams and accompanying procedural steps based on the approval policy. >All recommended policies and supporting documents such as checklists will be reviewed by a CPA on Baker Tilly's single audit team to ensure alignment with Uniform Guidance.	
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None	
Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No	
If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A	
ACTION REQUESTED: Approval of Engagement Agreement	
FISCAL IMPACT: Other (Select One) If "Other", specify: ARP	FUNDING County Dollars = Federal 25,000 (Select One) Total: 25,000
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	



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United States of America

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bakertilly.com

September 23, 2022

Nicollet County, MN
Heather McCormick, Finance Director
501 South Minnesota Ave
St. Peter, MN 56082

RE: Engagement Letter Agreement Related to Services

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by Nicollet County, MN (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Indemnification and Limitation on Damages

Baker Tilly shall defend, indemnify, and hold harmless Client, its present and former officials, officers, agents, volunteers and employees from any third party liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, to the extent such third party claim is finally determined to be resulting from the gross negligence, willful misconduct, or

fraudulent behavior of Baker Tilly, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Engagement Letter. For clarification and not limitation, this obligation to defend, indemnify and hold harmless includes but is not limited to any third party liability, claims or actions to the extent such third party claim is finally determined to be resulting from infringement of any copyright or any intellectual property right of another by Baker Tilly in its provision of the Services under this Engagement Letter.

Because of the importance of the information that Client provides to Baker Tilly with respect to Baker Tilly's ability to perform the Services, Client hereby releases Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the Services, that arise from or relate to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

Other Matters

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be

unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

Records – Availability/Access

Subject to the requirements of Minnesota Statutes section 16C.05, subd. 5, Client, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Baker Tilly and involve transactions relating to this Agreement. Baker Tilly shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation or termination.

Insurance

With respect to the services provided pursuant to this Engagement Letter, Baker Tilly shall, at its sole expense, procure and maintain insurance of the types, and in the form and amounts described below from insurer(s) authorized to transact business in the state where services or operations will be performed by Baker Tilly. Such insurance and required coverage shall be in forms acceptable to Client. The insurance requirements described below shall be maintained uninterrupted for the duration of this Engagement Letter and beyond such term when so required, and shall cover Baker Tilly, and others for whom and/or to whom Baker Tilly may be liable, for liabilities in connection with work performed for or on behalf of Client, its agents, representatives, or employees. Baker Tilly is required to have and keep in force the following minimum insurance coverages or Baker Tilly's actual insurance limits for primary coverage and excess liability or umbrella policy limits, whichever is greater:

	REQUIRED INSURANCE COVERAGES	MINIMUM
(1) 1	<u>Commercial General Liability (CGL)</u> General Aggregate \$2,000,000 Products—Completed Operations Aggregate \$2,000,000 Personal and Advertising Injury \$1,500,000 Each Occurrence—Combined Bodily Injury and Property Damage \$1,500,000 Coverage shall be on an occurrence basis and include contractual liability coverage.	
(2) 1	<u>Workers' Compensation and Employer's Liability</u> Workers' Compensation Statutory Employer's Liability: Bodily injury by accident—Each Accident \$500,000 Employer's Liability: Bodily injury by Disease—Policy Limit \$500,000 Employer's Liability: Bodily injury by Disease—Each Employee \$500,000 If Baker Tilly is based outside the state of Minnesota, coverage must comply with Minnesota law. If Baker Tilly is a sole proprietor, it is exempted from the above Workers' Compensation requirements to the extent provided by Minnesota law. In the event that Baker Tilly should hire employees or subcontract this work, Baker Tilly shall obtain the required insurance.	
(3) 1	<u>Professional Liability (PL/E&O)</u> Per Claim \$1,500,000 Aggregate \$2,000,000 The professional liability insurance must be maintained continuously for a period of three (3) years after final acceptance of services or the expiration, cancellation or termination of this Engagement Letter, whichever is later. Coverage shall include liability arising from the errors, omissions or acts of Baker Tilly or any entity for which Baker Tilly is legally responsible in the providing of services under the Engagement Letter. Throughout the term of the Engagement Letter, the PL/E&O policy shall include full prior acts coverage.	

An umbrella or excess policy is an acceptable method to provide the required commercial general insurance coverage.

Coverage shall not include any exclusion or other limitations related to:

- (1) Scope of services;
- (2) Delays in project completion and cost overruns; or
- (3) Persons or entities authorized to notify the carrier of a claim or potential claim.

The above establishes minimum insurance requirements. It is the sole responsibility of Baker Tilly to determine the need for and to procure additional insurance which may be needed in connection with this Engagement Letter. Upon written request, Baker Tilly shall promptly submit copies of insurance policies to Client.

Baker Tilly shall ensure that all of Baker Tilly's subcontractors ("subcontractors") (i) independently carry insurance appropriate to cover the subcontractor's exposures and that meet or exceed the Required Insurance Coverages set forth in the table above; (ii) are covered under the Baker Tilly's policies; or (iii) or both. Baker Tilly is responsible for monitoring its subcontractors' proof of insurance to ensure compliance with the foregoing obligations. Copies of certificates of insurance shall be

maintained by Baker Tilly and shall be supplied to Client upon request.

Baker Tilly shall not commence work until it has obtained required insurance and filed with Client a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Client as the certificate holder, and as an additional insured for the commercial general liability and the automobile liability coverages required herein. A self-insured retention (SIR) is not acceptable, unless expressly agreed to in writing by Client. The funding of deductibles and self-insured retentions maintained by Baker Tilly, if allowed by Client, shall be the sole responsibility of Baker Tilly. If the certificate form contains a certificate holder notification provision, the certificate shall state that the insurer will endeavor to mail to Client prior written notice in the event of cancellation/termination of any described policies; however, in the event the insurance carrier will not issue or endorse its policy(s) to comply with the notice provision in the preceding clause, Baker Tilly shall assume such notice obligations. If Baker Tilly receives notice of cancellation/termination from an insurer, Baker Tilly shall fax or email a copy of the notice to Client as soon as reasonably practicable.

Baker Tilly shall furnish to Client updated certificates during the term of this Engagement Letter as insurance policies expire. If Baker Tilly fails to furnish proof of insurance coverages, Client may withhold payments and/or pursue any other right or remedy allowed under contract, law, equity, and/or statute.

Baker Tilly's or, as applicable, subcontractors' required insurance shall be primary insurance and any insurance or self-insurance maintained by Client shall be in excess of and non-contributory with Baker Tilly's insurance. Baker Tilly waives all rights against Client, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of Baker Tilly. If necessary, Baker Tilly agrees to endorse the required insurance policies to permit waivers of subrogation in favor of Client.

If Baker Tilly's subcontractors independently carries insurance in accordance with the provisions herein, Baker Tilly shall have a written agreement with its subcontractors to pass-through all of the foregoing insurance obligations.

Data Practices

Baker Tilly, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data, which may include but is not limited to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). For clarification and not limitation, Client hereby notifies Baker Tilly that the requirements of Minnesota Statutes section 13.05, subd. 11, apply to this Engagement Letter. Baker Tilly shall promptly notify Client if Baker Tilly becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA or other data, data security, privacy or confidentiality laws, and shall also comply with the other requirements of this Section.

Classification of data, including trade secret data, will be determined pursuant to applicable law and, accordingly, merely labeling data as "trade secret" by Baker Tilly does not necessarily make the data protected as such under any applicable law.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

**SCOPE APPENDIX to
Engagement Letter dated: September 23, 2022
Between Nicollet County, MN and
Baker Tilly US, LLP**

RE: Procurement Policy Review

DATE: September 23, 2022

This Scope Appendix is attached by reference to the above named engagement letter (the "Engagement Letter") between Nicollet County, MN (the "Client") and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly to the Client.

SCOPE OF WORK

Baker Tilly US ("Baker Tilly") will perform the following services:

- Review current state procurement policies and County procedures related to procurement
- Provide recommendations for additions to the policy that accomplish at least one of the following objectives:
 - Alignment with procurement guidelines for federal awards (when applicable)
 - Incorporate best practice internal controls
 - Achieve procurement objectives in the most efficient manner while maintaining compliance
- Discuss recommendations with County Finance Director and staff
- Incorporate recommendations into a new policy(ies)
- Present the policy to the County for review
- Make edits to the policy as needed
- Meet with County staff to discuss the procurement process and systems and forms which support the process
- Create process flow diagrams and accompanying procedural steps based on the approved policy. This incorporates details that a policy would not, such as which positions perform which steps during a procurement process and what systems and forms are used in the process.
- All recommended policies and supporting documents such as checklists will be reviewed by a CPA on Baker Tilly's single audit team to ensure alignment with Uniform Guidance.

Deliverables

- Updated procurement policy(ies) inclusive of a federal procurement checklist
- Process flow diagrams and procedural steps inclusive of subrecipient risk assessment and monitoring

Project Team

- Caitlin Humrickhouse, Project Director
- Christine Frost, Manager
- Yevgen Pavlyk and Karlee Hinrichsen, Staff Consultants

Anticipated Schedule

It is anticipated that this project will take 5 weeks to complete. Based on current schedules, the project team will be able to begin work the week of October 10th, 2022.

Compensation and Invoicing

Based on our understanding of your needs, and the scope of work laid out in this SOW we have established a not-to-exceed budget of \$25,000 for the County's project which is inclusive of hourly rates and expenses. Hours and any project expenses incurred will be billed as actuals on a monthly basis. The table below outlines these fees by deliverable.

**SCOPE APPENDIX to
Engagement Letter dated: September 23,
2022 Between Nicollet County, MN
and**

Phase/activity	Fees
General project management	\$2,000
Procurement policy development	\$10,000
Procedural and process flow documents	\$13,000
Total	\$25,000

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

**SCOPE APPENDIX to
Engagement Letter dated: September 23,
2022 Between Nicollet County, MN
and**

If this Scope Appendix is acceptable, please sign on the following page and return one copy to us for our files. We look forward to working with you on this important project. Please contact Caitlin Humrickhouse (Caitlin.Humrickhouse@bakertilly.com; 312-729-8098) with any questions or concerns.

Sincerely,



Kate Crowley, Principal
Public Sector Advisory Services

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____
Title: _____
Date: _____

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider Out-of-State Travel Request - American Concrete Pavement Association (ACPA) Annual Meeting						
Primary Originating Division/Dept.: Public Works-Highway Contact: Seth Greenwood, P.E. Title: PWD/County Engineer Amount of Time Requested: 10 minutes Presenter: Seth Greenwood, P.E. Title: PWD/County Engineer	Meeting Date: 10/11/2022 Item Type: Regular Agenda (Select One) Attachments: ☐ Yes ☒ No					
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets						
BACKGROUND/JUSTIFICATION: Nicollet County Public Works has been recently notified by the American Concrete Pavement Association (ACPA) that we have won a national concrete paving award for our 2021 CSAH 13 Concrete Overlay project. We do not know yet if it is a gold or silver award. The award (gold or silver) will be presented during the ACPA annual meeting and awards banquet held on the evening of December 1st in Nashville, Tennessee. ACPA has provided one complimentary registration for myself to attend the Concrete Paving University (CPU) technical sessions during the day of December 1st and the awards banquet. The CPU provides training for concrete paving in the areas of resiliency, sustainability, overlays, drones for pavement evaluation, quality control, and risks/litigation. Cost for myself to attend this event (flight, hotel rooms, meals, etc) is approximately \$1,200. Travel would cover Nov 31st-Dec 2nd. I would also like to request the potential for up to 2 additional Public Works engineering staff to attend the CPU and awards banquet. Government Employees receive a 40% discount in the registration fees. Cost for each additional employee to attend this event (flight, hotel rooms, meals, 40% reduced registration fees for CPU and awards banquet) is approximately \$1,700/employee. The Public Works budget does currently have available funds for staff development, training, and travel expenses.						
Supporting Documents: ☐ Attached ☐ In Signature Folder ☒ None						
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known)						
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A						
ACTION REQUESTED: Approve out-of-state travel request.						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: Included in current budget (Select One) If "Other", specify: </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = State (Select One) Total: </td> </tr> <tr> <td style="vertical-align: top;"> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: </td> <td style="vertical-align: top;"> Related Financial/FTE Comments: Total approx cost is \$1,200 to \$4,600 depending on number of employees approved to attend. </td> </tr> </table>			FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:	FUNDING County Dollars = State (Select One) Total:	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify:	Related Financial/FTE Comments: Total approx cost is \$1,200 to \$4,600 depending on number of employees approved to attend.
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify:	FUNDING County Dollars = State (Select One) Total:					
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify:	Related Financial/FTE Comments: Total approx cost is \$1,200 to \$4,600 depending on number of employees approved to attend.					



SEPTEMBER 27, 2022
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, September 27, 2022 after the adjournment of the regular Board of Commissioners meeting. Commissioners Marie Dranttel, Jack Kolars, Terry Morrow, John Luepke and David Haack were present. Also present were County Administrator Mandy Landkamer, County Attorney Michelle Zehnder Fischer and Recording Secretary Sarah Frahm.

Approval of Agenda

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

Consent Agenda

Motion by Commissioner Morrow and seconded by Commissioner Luepke to approve the consent agenda items, with the addition of the Ditch Repair Report 22-009.

1. September 13, 2022 Drainage Authority Minutes
2. Consider Ditch Repair Report 22-009

Motion carried with all voting in favor.

Public Appearances

There were no public appearances related to the regular Drainage Authority meeting.

PPSD - Public Services

Set the Date of Public Hearing for Various County Ditch Redeterminations – November 22, 2022

Director Kopet approached the Board to request the date of November 22, 2022 at 10:00 a.m. as the final public hearing for County redetermination benefits for the following ditches: CD35A, CD52, CD65, CD71, and CD75.

Motion by Commissioner Haack and seconded by Commissioner Luepke to approve the public hearing date of November 22, 2022 at 10:00 a.m. Motion carried with all voting in favor.

Set the Date of Public Hearing for Various County Ditch Redeterminations – December 13, 2022

Director Kopet approached the Board to request the date of December 13, 2022 at 10:30 a.m. as the final public hearing for County redetermination benefits for the following ditches: CD8A, CD39, CD47A, CD78, CD78 Lateral 2 Branch 4, CD82, and CD84.

Motion by Commissioner Kolars and seconded by Commissioner Luepke to approve the public hearing date of December 13, 2022 at 10:30 a.m. Motion carried with all voting in favor.

CD23A Repair Request

County Ditch Inspector Nathan Henry approached the Board and presented the CD23A repair request.

Motion by Commissioner Luepke and seconded by Commissioner Morrow to approve the CD23A repair report. Motion carried with all voting in favor.

Public Appearances - CD23A Repair Request

Wallace Larson approached the board. He owns land along both sides of the ditch and asked where the material would be placed after it is taken out of the ditch. Inspector Henry explained they would place the material along either side of the ditch.

Adjourn

Motion by Commissioner Luepke and seconded by Commissioner Haack to adjourn the Drainage Authority Meeting. Motion carried with all voting in favor.

Commissioner Dranttel adjourned the meeting at 10:17 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

**Nicollet County Drainage
Authority Meeting
Agenda Item**



Agenda Item: Consider Low Quote for CD 48A Repair										
Primary Originating Division/Dept.: Public Works Contact: Nate Henry Title: Drainage Inspector Amount of Time Requested 10 minutes Presenter: Nate Henry Title: Drainage Inspector		Meeting Date: 10/11/2022 Item Type: (Select One) Regular Agenda Attachments: ☒ Yes ☐ No								
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)										
BACKGROUND/JUSTIFICATION: Houston Engineering has prepared the first phase of the CD 48-A ditch repair report. This portion of the work was sent out to several contractors for quotes. Two were received back and are attached.										
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None										
Prior Drainage Authority Action Taken on this Item: ☐ Yes ☒ No If yes, when? (provide year; mm/dd/yy if known)										
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A										
ACTION REQUESTED: Accept the low quote for phase one of CD 48-A ditch repair.										
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: Other (Select One) If "Other", specify FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: </td> <td style="width: 50%; vertical-align: top;"> FUNDING Drainage Authority Dollars = <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Other</td> <td style="width: 20%; text-align: right;">\$44,217.00</td> </tr> <tr> <td style="text-align: center;">(Select One)</td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$44,217.00</td> </tr> </table> </td> </tr> </table>			FISCAL IMPACT: Other (Select One) If "Other", specify FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	FUNDING Drainage Authority Dollars = <table style="width: 100%; border: none;"> <tr> <td style="width: 80%;">Other</td> <td style="width: 20%; text-align: right;">\$44,217.00</td> </tr> <tr> <td style="text-align: center;">(Select One)</td> <td></td> </tr> <tr> <td>Total</td> <td style="text-align: right;">\$44,217.00</td> </tr> </table>	Other	\$44,217.00	(Select One)		Total	\$44,217.00
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Other	\$44,217.00									
(Select One)										
Total	\$44,217.00									

PROPOSAL

Quote Submitted to: Nathan Henry - County Drainage System Inspector
1700 Sunrise Drive, St. Peter MN, 56802

Attn: Nicollet CD 48A Repair Project

Project: Nicollet CD 48A Repair Project

Quotes Due: close of business on September 30, 2022

Email submissions are acceptable to: Nathan.Henry@co.nicollet.mn.us It is the contractor's responsibility to verify that email submissions are received

STIPULATED AMOUNT: The Undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the Nicollet CD 48A Repair Project, all in accordance with the Plans, Specifications and other Contract Documents prepared by Houston Engineering, Inc., 7550 Meridian Circle North, Suite 120, Maple Grove, Minnesota, 55369 for the prices shown below.

KNOWLEDGE OF LOCAL CONDITIONS AND CONTRACT DOCUMENTS: The Undersigned has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

CONTRACT TIME: If awarded the Contract, the Undersigned agrees to complete work by the timeline specified in the Specifications.

QUOTE SUBMITTALS AND SELECTION

The selection and award of the project will not be solely based on low quote, but also on ability to complete the work in a timely manner.

The Owner reserves the right to direct the work according to this specification or landowner preferences, which may result in a change to the submitted work plan.

QUOTE FORM

Item No	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization	LS	1	2000.00	2000.00
2	Ditch Excavation (P)	LF	2817	2.75	7746.75
3	Spoil Management (P)	LF	2857	1.25	3571.25
4	Removal of Existing Culvert	LF	24	31.25	750.00
5	54" RC Pipe Culvert Class 2	LF	20	750.00	15,000.00
6	54" RCP APRON	EACH	2	4750.00	9,500.00
7	Crushed Coarse Aggregate Bedding	CY	14	55.00	770.00
8	Bank Repair	LF	40	30.00	1200.00
9	Seeding and Mulch (P)	Acre	1.64	1500.00	2460.00
10	Erosion Control Blanket Cat. 35	SY	117	7.00	819.00
11	Excavator/Dozer Hours	Each	2	200.00	400.00
Total:					144,217.00

Wuetherich Drainage, Inc.

CONTRACTOR

BY

BUSINESS ADDRESS:

13380 Hwy 5 & 25 NVA MN 55368

Vice President

TITLE

PROPOSAL

Quote Submitted to: Nathan Henry – County Drainage System Inspector

1700 Sunrise Drive, St. Peter MN, 56802

Attn: Nicollet CD 48A Repair Project

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QUOTE SUBMITTALS AND SELECTION

The selection and award of the project will not be solely based on low quote, but also on ability to complete the work in a timely manner.

The Owner reserves the right to direct the work according to this specification or landowner preferences, which may result in a change to the submitted work plan.

QUOTE FORM

Item No	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization	I.S	1	9800 ⁰⁰	9800 ⁰⁰
2	Ditch Excavation (P)	LF	2817	2 ⁵⁰	7042 ⁵⁰
3	Spoil Management (P)	LF	2857	2 ⁵⁰	7042 ⁵⁰
4	Removal of Existing Culvert	LF	24	15 ⁰⁰	360 ⁰⁰
5	54" RC Pipe Culvert Class 2	LF	20	2500 ⁰⁰	50000 ⁰⁰
6	54" RCP APRON	EACH	2	2500 ⁰⁰	5000 ⁰⁰
7	Crushed Coarse Aggregate Bedding	CY	14	52 ⁰⁰	728 ⁰⁰
8	Bank Repair	LF	40	50 ⁰⁰	2000 ⁰⁰
9	Seeding and Mulch (P)	Acre	1.64	3000 ⁰⁰	4920 ⁰⁰
10	Erosion Control Blanket Cat. 35	SY	117	10 ⁰⁰	1170 ⁰⁰
11	Excavator/Dozer Hours	Each	2	150 ⁰⁰	300 ⁰⁰
Total:					88362 ⁰⁰

Structural Specialties Inc
CONTRACTOR

20498 Hwy 15 N Hutchinson MN 55350

BY

BUSINESS ADDRESS:

President
TITLE

September 2022

Nicollet 48A Repair Project – PROPOSAL

Nicollet County Drainage
Authority Meeting
Agenda Item



Agenda Item:

Consider Ditch Repair Reports 22-011 through 22-013

Primary Originating Division/Dept.: Public Works

Meeting Date: 10/11/2022

Contact: Nate Henry

Title: Drainage Inspector

Item Type:
(Select One) Regular Agenda

Amount of Time Requested 10 minutes

Presenter: Nate Henry

Title: Drainage Inspector

Attachments: ☒ Yes ☐ No

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

BACKGROUND/JUSTIFICATION:

See attached ditch repair reports.

Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None

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

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

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

ACTION REQUESTED:

Approve ditch repair report 22-011 through 22-013

FISCAL IMPACT: Other
(Select One)

If "Other", specify

FUNDING

Drainage Authority Dollars =

Other \$115,000.00
(Select One)

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease" specify:

Total \$115,000.00

Related Financial/FTE Comments:

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 40-A Repair #22-011



OVERVIEW

Date Repair Was Created:	2022-09-26	Branch:	Main ditch
Problem/Proposed Work:	A 48" metal ditch crossing is rusted through and needs to be replaced.		
Ditch Repair:	Culvert/Crossing		
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:		Township:	Lafayette
Twp:		Range:	
Section:		Qtr-Qtr Section:	
Latitude:	44.42309749253092	Longitude:	-94.3976632090502
Parcel Number:			
Location Details			

PERSON REQUESTING REPAIR

Name	Address	Phone
------	---------	-------

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

Howard Lokensgard	None	None
-------------------	------	------

LANDOWNER

Name	Address	Phone
Howard Lokensgard	None	None

STATUS LOG

Action	Date	Initials	Notes
For Review	09/26/2022	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2022-09-26	Sample Vendor	40000	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
2022-09-26	nhenry	site was inspected and metal pipe was found to be shot

INSPECTION PHOTOS

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

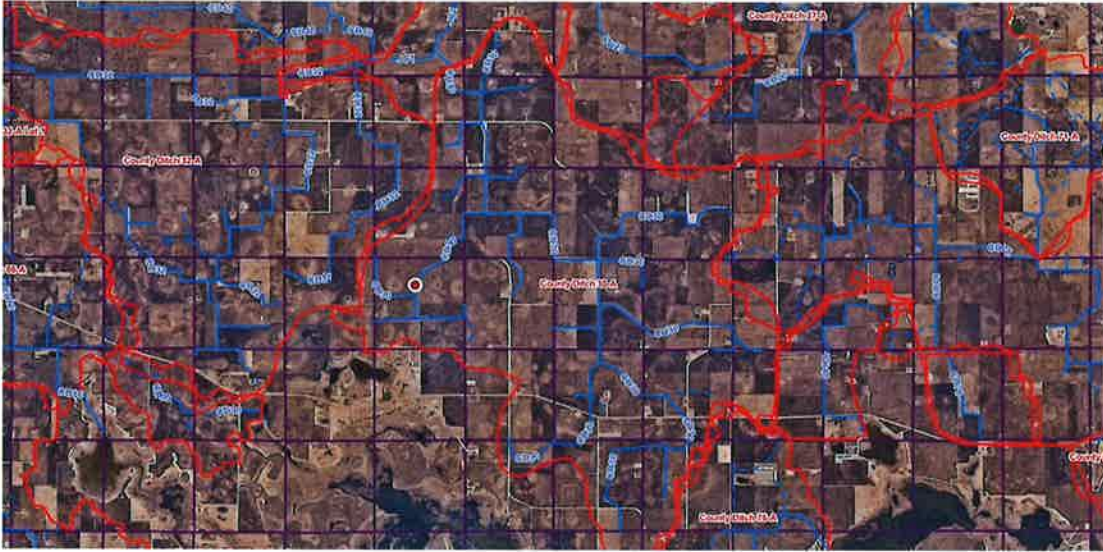
Date (09/26/2022) - Inspector(nhenry)

No photos

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 30-A Repair #22-012



OVERVIEW

Date Repair Was Created:	2022-09-29	Branch:	9
Problem/Proposed Work:	A 54" metal ditch crossing pipe is rusted out and failing. The landowner is requesting the ditch system replace the ditch crossing.		
Ditch Repair:	Culvert/Crossing		
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:		Township:	Brighton
Twp:		Range:	
Section:		Qtr-Qtr Section:	
Latitude:		Longitude:	
Parcel Number:			
Location Details			

PERSON REQUESTING REPAIR

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

Name	Address	Phone
Rick Grommersch	None	None

LANDOWNER

Name	Address	Phone
Rick Grommersch	None	None

STATUS LOG

Action	Date	Initials	Notes
For Review	09/29/2022	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2022-09-29	Lafayette Excavating	30000	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
2022-09-29	nhenry	Crossing was inspected and found to be failing.

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

INSPECTION PHOTOS

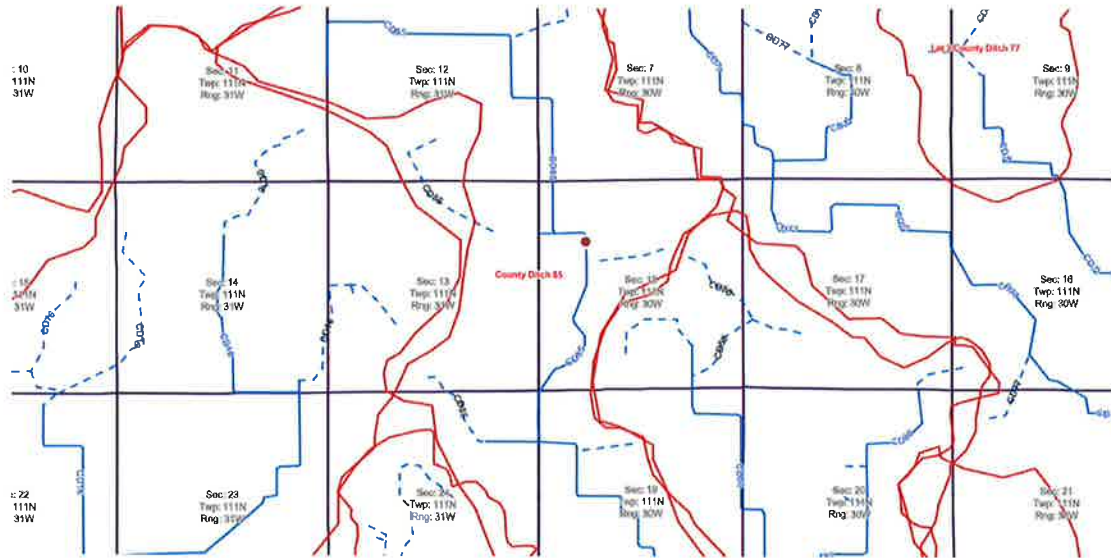
Date (09/29/2022) - Inspector(nhenry)

No photos

Nicollet County DRAINAGE DEPARTMENT REPAIR REPORT

For Staff Documentation & Contractor Information

County Ditch 85 Repair #22-013



OVERVIEW

Date Repair Was Created:	2022-10-05	Branch:	Main
Problem/Proposed Work:	A two peice 72" metal ditch crossing pipe is damaged and pulling apart. The pipe has reached the end of its useful life and needs to be replaced.		
Ditch Repair:	Culvert/Crossing		
Tile Repair:			
FEMA Event:	None	FEMA Date:	None

REPAIR LOCATION DETAILS

Commissioner District:		Township:	Lafayette
Twp:		Range:	
Section:		Qtr-Qtr Section:	
Latitude:	44.42334017390372	Longitude:	-94.48753966109187
Parcel Number:			
Location Details			

PERSON REQUESTING REPAIR

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

Name	Address	Phone
Brad Franta	None	None

LANDOWNER

Name	Address	Phone
Brad Franta	None	None

STATUS LOG

Action	Date	Initials	Notes
For Review	10/05/2022	nhenry	None

DRAINAGE AUTHORITY ACTIONS

Action	Date	Board Date	Initials	Notes
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REPAIR ESTIMATES

Order	Date	Contractor	Total Cost	Notes
1	2022-10-05	Lafayette Excavating	45000	

REPAIR INVOICES

Order	Date	Contractor	%Complete	Total Cost	Notes
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INSPECTION LOG

Date	Initials	Notes
2022-10-05	nhenry	Ditch crossing was inspected and determined to be shot

**Nicollet County
DRAINAGE DEPARTMENT
REPAIR REPORT**

For Staff Documentation & Contractor Information

INSPECTION PHOTOS

Date (10/05/2022) - Inspector(nhenry)

No photos