Board of Commissioners Agenda

November 8, 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. October 25, 2022 Board Minutes
   b. End of Probations
   c. Approval of Bills
5. Public Appearances

9:05 a.m.

6. Administration
   a. Broadband Expansion Agreement

9:10 a.m.

7. Health and Human Services
   a. Acceptance of DHS Grant: Adult Protective Services

9:15 a.m.

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

9:20 a.m. **Call Drainage Authority Meeting to Order: Chair Dranttel**

1. Approval of Agenda
2. Approval of Consent Agenda:
   a. October 25, 2022 Drainage Authority Minutes
3. Public Appearances

9:25 a.m.

4. Adjourn Drainage Authority Meeting

Mission Statement	Vision Statement	Core Values
Providing efficient services with innovation and accountability.	Setting the standard for providing superior and efficient county government services through leadership, accountability and innovation to a growing and diverse society.	Leadership. Integrity. Accountability. Efficiency. Innovation.

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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.

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 16 – Nicollet County Township Association Meeting, 7 p.m.; American Legion, 715 Third St, Nicollet
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

December 2022

December 1 – Budget and Tax Levy Meeting, 6:30 p.m.., Nicollet County Board Room, St. Peter
December 4-7– AMC Annual Conference; Doubletree Hotel, Minneapolis, MN
December 13 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter
December 13 – Drainage Authority Meeting, following the adjournment of the BOC Meeting; Nicollet County Board Room, St. Peter
December 19 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m.; Nicollet County Board Room, St. Peter

OCTOBER 25, 2022
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, October 25, 2022, at 9:00 a.m. Commissioners Marie Dranttel, Jack Kolars, Terry Morrow, and John Luepke 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 Kolars 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 Kolars to approve the consent agenda items as follows:

1. October 11, 2022 Board Meeting Minutes;
2. End of Probations for:
    - Rebecca Thomes, Environmental Health Specialist, effective November 1, 2022;
    - Heather Coopman, Administrative Support Specialist, effective November 8, 2022;
    - Jason Bierma, Network Administrator, effective October 10, 2022;
3. Juvenile Work Crew Contract with Blue Earth County
4. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
   a. General Revenue Fund - $142,778.94;
   b. Road & Bridge Fund - $66,737.32;
   c. Human Services Fund - $181,567.30;

   Motion carried with all voting in favor.

Public Appearances:

Andrew Greve and Nathan Wollschlager, both residents of Nicollet County, came before the Board to voice concerns over the recent CUP request by United Farmer's Coop. Both men have safety concerns regarding the replacement of an anhydrous ammonia tank. Mr. Graeve is also concerned about increased traffic in the area due to a larger tank being installed.

PPSD – Property Services

AgBMP Low Interest Loan Project – Septic Lien

Public Services Director Kopet approached the Board to request approval to attach special assessments to multiple parcels that have utilized the AgBMP loan program for septic activities.

PARCEL #	ACTUAL COST	LIEN DATE	REPAYMENT TERM	INTEREST RATE
11.104.0100	$13,484.00	3/28/2022	10 years	3%
06.661.0040	$19,768.00	5/04/2022	10 years	3%
03.002.0605	$16,300.00	6/29/2022	10 years	3%
06.109.0500	$19,200.00	7/18/2022	10 years	3%
10.131.0400	$12,700.00	9/12/2022	10 years	3%

05.011.0300	$18,500.00	9/20/2022	10 years	3%
12.018.0300	$21,518.00	9/20/2022	10 years	3%

Motion by Commissioner Luepke and seconded by Commissioner Morrow to approve the resolution authorizing the placement of liens on the above listed parcels. Motion carried with all voting in favor.

PPSD – Property Services
October 17, 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 October 17, 2022 Planning & Zoning Advisory Commission Meeting:

1.)

United Farmers Cooperative	PLN22-12	Conditional use permit to place anhydrous ammonia tank

There was discussion among the Commissioners as to whether the residents of the adjacent property would be able to build in the future. There were also concerns raised regarding the well on the property.

Representatives from United Farmers Coop and their legal counsel approached the Board to provide additional comment. UFC's intent is to move the larger tank from Gaylord to the Norseland location. A smaller ammonia tank has been on the property for many years and there have not been documented issues. Additionally, the attorney for UFC stated that they have met all required standards and setbacks related to the Ordinance.

Commissioners Morrow and Dranttel raised issues of safety and potential trespassers on the property. Commissioner Morrow recommended an additional condition to install 24-hour cameras around the property. Commissioner Dranttel also recommended the condition that UFC create a safety plan with a radius of ½ mile around the project area.

At 9:48, the Board took a ten-minute recess to allow staff to add the two additional conditions to the permit. At 10:00, the meeting was resumed. Deputy Zoning Administrator Crawford read the original conditions as well as the two additional conditions recommended by the Board.

Motion by Commissioner Luepke and seconded by Commissioner Dranttel to accept the Planning & Zoning Advisory Commission's October 17 2022 report, recommendations, and findings as submitted therein, with two additional conditions:

- The installation of security cameras to monitor site safety and security to specifically, but not be limited to, visualize the main tank.
- The applicant maintains a safety plan, circulates the plan to neighbors and businesses within one-half mile of the site, first responders, and Nicollet County Emergency Management, and further conducts an annual safety meeting with local residents and first responders.

The Motion carried on a roll call vote 3-1, with Commissioner Kolars voting no.

Finance
2022 Quarter Three Donations

Finance Director Heather McCormick presented various Quarter Three donations to Nicollet County:

FROM WHOM	AMOUNT	PURPOSE
Various Donations	$ 300.00	Van Services
Auto Restorers Club, Inc.	$ 200.00	Sheriff Posse
	$ 800.00	Sheriff K9
Various Donations	$ 370.00	Loan Closet
Total:	$1,965.00	

Motion by Commissioner Morrow and seconded by Commissioner Luepke to approve the Quarter Three Donations Resolution. Motion carried with all voting in favor on a roll call vote.

Lighthouse on Marshall Establishment of Change Funds Resolution

Director McCormick presented information on establishing change funds in the amount of $50 to be used for the Lighthouse on Marshall establishment.

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

Lighthouse on Marshall Establishment of Imprest Funds Resolution

Director McCormick presented information on establishing imprest funds in the amount of $100 to be used for the Lighthouse on Marshall establishment.

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

County Attorney Update:

County Attorney Zehnder Fischer recently held a training on fraud with local law enforcement partners. The training was well attended, with over 30 people in attendance.

Chair's Report

- Cultural Agility Training

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner David Haack

- NA (absent)

Commissioner John Luepke

- County Road Tour

Commissioner Terry Morrow

- HHS meeting
- Braver Angels
- Tri-County Recycling Event
- County Road Tour

Commissioner Jack Kolars

- County Board
- League of Women Voters
- Traverse de Sioux Personnel Committee
- County Road Tour
- ATP committee

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 Luepke and seconded by Commissioner Morrow to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 10:16 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER, CLERK TO THE BOARD

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
End of Probations

Primary Originating Division/Dept.: Human Resources

Meeting Date: 11/08/2022

Contact: Kristy Larson Title: HR Director

Item Type: (Select One) Consent Agenda

Amount of Time Requested minutes

Presenter: Kristy Larson Title: HR Director

Attachments: ⦿ Yes ○ No

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

BACKGROUND/JUSTIFICATION:

Public Works
Public Works Director Seth Greenwood has requested the end of probation for Thomas Goblirsch, Highway Accountant, effective November 8, 2022.

Health & Human Services
Health & Human Services Director Cassie Sassenberg has requested the end of probation for Kristen Friedrichs, SHIP Coordinator, effective November 22, 2022.

Property & Public Services
Property & Public Services Director Jaci Kopet has requested the end of probation for Crystal Madden, Administrative Support Specialist, effective November 29, 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)
Total

FTE IMPACT: No FTE change
(Select One)
If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:

Broadband Expansion Agreement

Primary Originating Division/Dept.: Administration	Meeting Date: 11/08/2022
Contact: Mandy Landkamer Title: County Administrator	Item Type: (Select One) Regular Agenda
Amount of Time Requested 5 minutes	
Presenter: Mandy Landkamer Title: County Administrator	Attachments: ⦿ Yes ○ No

County Strategy: (Select One) Technology Solutions - invest in tools to create efficiencies

BACKGROUND/JUSTIFICATION:

Consideration of the attached agreement between Nicollet County and Nuvera for the expansion of broadband services within the unserved/underserved areas of Nicollet County. The overall project will be able to provide service up to 1,236 residential or business locations.

The proposed project will consist of a backbone route that will connect to existing Nuvera networks using fiber optic cable and connect two towers that Nuvera will use to provide fixed wireless service. These are existing towers that Nuvera will lease space on and be used to serve customers with high-speed wireless broadband up to 100 Mbps.

The project is estimated to not to exceed $1,500,000 and will be paid by American Rescue Plan Act (ARPA) funds.

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 the Broadband Expansion Agreement.

FISCAL IMPACT: Other
(Select One)

If "Other", specify ARPA

FUNDING

County Dollars = 1,500,000.00

Other
(Select One)

Total 1,500,000.00

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

Funded by the American Rescue Plan Act

NICOLLET COUNTY
BROADBAND EXPANSION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into this __________ day of ______________, 2022 (the "Effective Date") by and between the County of Nicollet, (the "County"), 501 S. Minnesota Ave., St. Peter, MN 56082 and Nuvera Communications, Inc. ("Nuvera"), 27 N. Minnesota Street, New Ulm, Minnesota 56073.

WHEREAS, the County has agreed to pay up to $1,500,000 (one million five hundred thousand dollars) for the expansion and operation of a broadband network in Nicollet County (the "Project").

WHEREAS, the County has determined that Nuvera is qualified and able to ensure timely and successful competition of the Project;

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained herein, the parties agree as follows:

1. **Project Scope.** Nuvera shall perform all services and provide all staffing, equipment and materials, funding and other resources necessary to design, permit, make purchases for, construct and/or install the Project as set forth in Exhibit A: Nicollet County Broadband Project Funding. Nuvera shall pay for all costs and expenses necessary to complete the Project, subject to full reimbursement from the County as provided in this Agreement.

US Treasury's Final Rule Compliance. In accordance with the US Treasury's Final Rule, Nuvera ensures that the Project **will** meet the following requirements:

(i) Designed to reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds; or

(ii) In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the Project:
   a. Reliably met or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed; and
   b. Be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

(iii) Participate in the FCC's Affordable Connectivity Program (ACP) or provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP.

(iv) Payments from the County for this project will not be used for costs that will be reimbursed by other federal or state funding streams.

2. **Project Timing.** Nuvera shall obtain all approvals for, and shall execute the Project, so that within __24___ months after the Effective Date, the Project shall be completed; provided, however, that said timeframe may be extended by mutual written agreement of the parties.

3. **Reimbursement.** County shall reimburse Nuvera as set forth in Exhibit B.

3.1 Contingencies. Nuvera shall resolve all project contingencies prior to invoicing for any reimbursements.

3.2 Written Requests. Nuvera shall submit to the County written requests for reimbursement pursuant to this Agreement. Reimbursement may be requested when facility construction is completed.

3.3 Reimbursement Timing. The County shall issue full reimbursement to Nuvera within thirty (30) days of receiving reimbursement request.

3.4 Withholding Requirements. The County may withhold all or any portion of a reimbursement payment if they determine, in their reasonable discretion, that: (i) Nuvera has not complied with applicable federal, state or local laws, ordinances or regulations in connection with its activities under this Agreement, (ii) Nuvera has failed to obtain or maintain a necessary license or permit in connection with its activities under this Agreement, or (iii) Nuvera has otherwise failed to comply with a material term or condition of this Agreement.

4. **Project Ownership.** The County has no right, title, obligation, or interest in the Project, nor any control over the design, permitting, purchases, construction and/or installation, operation or maintenance of the Project. Nuvera shall be solely responsible for the proper execution of and ongoing operation and maintenance of the Project, and will use that degree of care, knowledge and skill ordinarily exercised by other reputable professionals in the field under like circumstances within the State of Minnesota.

5. **Project Maintenance.** Nuvera shall pay all costs and expenses associated with maintenance and operation of the Project and shall keep the Project and all portions thereof in a good, safe, and useable condition.

6. **Project Use.** The Project to be funded pursuant to this Agreement shall remain property of Nuvera.

7. **Licenses.** Throughout the term of this Agreement, Nuvera shall possess or secure all licenses, permits, qualifications and approvals legally required to design, make purchases for, construct and/or install the Project and shall comply with all applicable federal, state, and local laws, ordinances and regulations. Prior to commencement of construction, Nuvera shall obtain any and all land use and building entitlements necessary to complete the Project, including without limitation all zoning, development and site plan approvals, rights of entry, and appropriate building, environmental health or other permits.

8. **Relationship Between the Parties.** Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall Nuvera, be considered an employee, agent, or representative of the County.

9. **Data Practices.** Nuvera, 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, County hereby notifies Nuvera that the requirements of the **Minnesota Statutes** section 13.05, subd. 11, apply to this Agreement. Nuvera shall promptly notify County if Nuvera 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 Nuvera does not necessarily make the data protected as such under any applicable law.

10. **Insurance and Indemnification.**

10.1 Insurance. Nuvera shall keep and minimally maintain comprehensive liability insurance limits of not less than $1,500,000.00 each occurrence and $3,000,000.00 aggregate.

10.2 Indemnification by Nuvera. Nuvera agrees to indemnify and hold harmless the County and its officers, officials, agents, volunteers and employees from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission, including without limitation, professional errors or omissions by Nuvera arising from the performance of its services pursuant to this Agreement, and against all loss by reason of the failure of Nuvera to fully to perform all obligations under this Agreement.

10.3 Indemnification by County. County agrees to indemnify and hold harmless Nuvera from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission by the County (including its officers, employees, agents and subcontractors) arising from the terms of this Agreement, and against all loss by reason of the failure of the County, its agents, employees or subcontractors fully to perform all obligations under this Agreement.

11. **Audit.** Nuvera shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least 7 (seven) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, Nuvera shall allow the County or other persons or agencies authorized by the County, including the Legislative or State Auditor, access to the records of Nuvera at reasonable hours, including all books, records, documents, and accounting procedures and practices of Nuvera relevant to the subject matter of the Agreement, for purposes of audit.

12. **Notice.** Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.

13. **Termination and Suspension.** If either party materially breaches any of the terms and conditions of this Agreement and fails to cure such breach within thirty (30) days' written notice, the non-breaching party may terminate or suspend this Agreement. In the event either party exercises its right to suspend or terminate this Agreement, the non-breaching party shall submit written notice to the breaching party specifying the extent of the suspension or termination and the reasons therefore, and the date upon which suspension or termination becomes effective.

14. **Survival.** The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature, and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Sections 7 (Licenses); 9 (Insurance and Indemnification); 10 (Audit); 14.3 (Governing Law; Jurisdiction; Venue).

15. **General Provisions.**

15.1 Entire Agreement; Amendments; Conflicts. This Agreement (including the exhibit attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents, and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement. The terms and conditions of the exhibits are integral parts of this Agreement and are fully incorporated herein by this reference.

15.2 Compliance with Applicable Law. Nuvera agrees to comply with applicable federal, state, and local laws or ordinances, and applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to Nuvera's performance of the provisions of this Agreement.

15.3 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Nicollet. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

15.4 Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.

15.5 Successors in Interest. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

15.6 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

15.7 Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

NICOLLET COUNTY

By: ______________________________

____
Print Name

____
Title

Date: ______________________________

NUVERA COMMUNICATIONS, INC.

By: ______________________________

____
Print Name

____
Title

Date: ______________________________

EXHIBIT A

THE PROJECT

NICOLLET COUNTY BROADBAND PROJECT FUNDING

2022

Nuvera

EXPERIENCE THE POWER OF CONNECTION

Project name: This project includes a large area in Nicollet County. See the attached map with the areas delineated.

Purpose of project: Nuvera has a long-standing partnership with Nicollet County. A Customer Solutions Center, located just across the river in New Ulm, has employees and many customers who live in Nicollet County. As a vital partner to the region, Nuvera is eager to continue supporting the broadband needs of residents and businesses by growing our fixed wireless and fiber internet options.

Location of this project: See the map for visual representation of the project area. The circles represent wireless sites, and the blue is the new fiber backbone. The green outlined area is existing Nuvera fiber and yellow is legacy Nuvera service territory. This application is for the blue mainline and tower sites. The fiber backbone of this project will be constructed with access points to connect 82 homes-passed along the route to fiber broadband service. See the supporting document on page 4 of this document for a detailed summary of the project.

Requested funding amount for FY22:

The budgetary scope of the total project is approximately $1.5 million.

Any support from the Broadband Project Funding for these projects would be gratefully received and purposefully utilized.

How would this project benefit the public and why would it be a good use of taxpayer dollars? High-speed internet is imperative to furthering the success of residents in the area who telecommute, engage in distance learning, or who simply wish to maintain a desirable quality of life, using the internet for communications, gaming, entertainment and more.

Why should this request be considered a priority for the people of Minnesota or Nicollet County? To compete successfully with other communities across Minnesota in terms of employment opportunities, educational resources, quality of life, access to telemedicine, and more, it is critical that Nicollet County continue to invest in broadband infrastructure.

Please attach here any documentation that demonstrates local support for this project: Nuvera's Regulatory and Legislative Administrator Monty Morrow has received support from local stakeholders, including MN Senator Nick Frentz and MN Representative Susan Akland. Letters of support are attached.

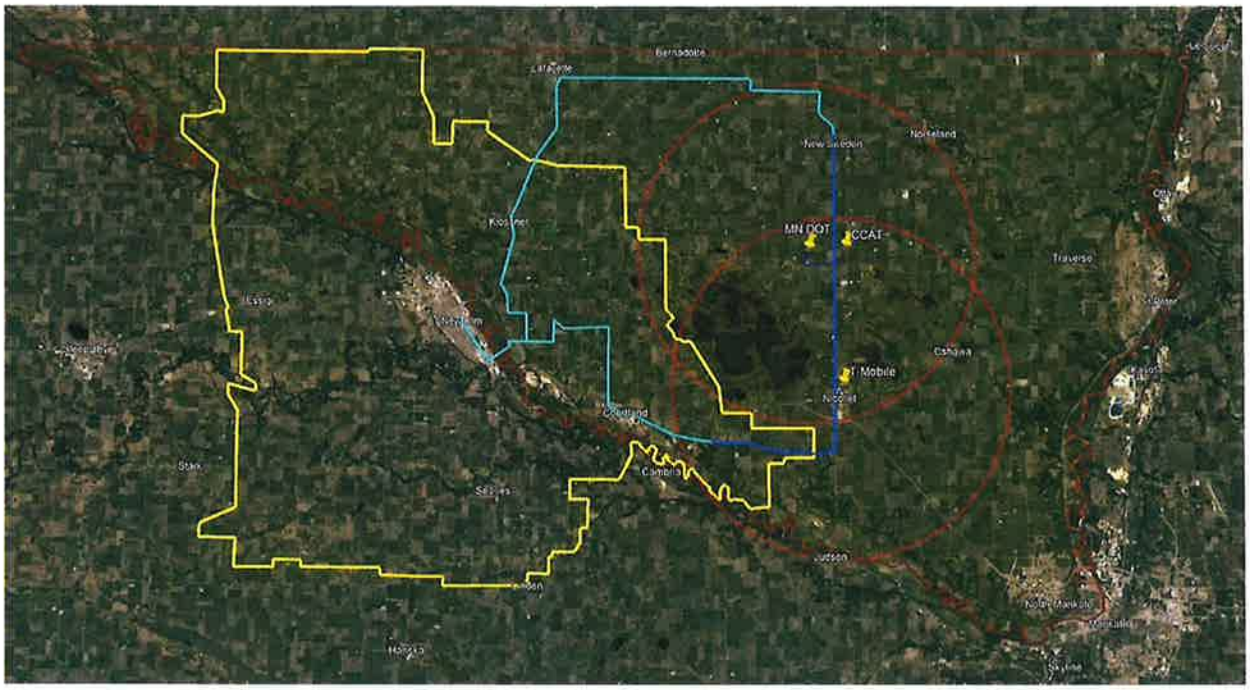
Is this a new or ongoing project? This project is new; however, it can be considered an extension of previous projects in the area. See the attached map outlining the areas for this project.

What is the timeline of completion for this project, and will this project require additional federal funding in future fiscal years? The timeline is the immediate future.

If the Appropriations Committee is not able to provide the full amount of funding requested, can this project start in a limited capacity? Yes

If this project has been included in a presidential budget request, please indicate that here and detail how much and in what fiscal year: No

If this project has received any funding in the past, from either a public or private source, please provide details: No; however, previous builds in other parts of Nicollet County have received state border-to-border grant funds.



Nicollet County Nuvera Fiber and Wireless Summary

Nuvera has proposed a project in partnership with Nicollet County to improve broadband access in unserved/underserved areas. The project overall could provide service to a as many as 1,236 residential or business locations in the eastern Nicollet County area.

The proposed project will consist of a backbone route that will connect to existing Nuvera networks using fiber optic cable and connect two towers that Nuvera will use to provide fixed wireless service. These are existing towers that Nuvera will lease space on and be used to serve rural customers with high-speed wireless broadband up to 100Mbps.

The fiber backbone will serve as the basis for the rest of the project and will connect two existing areas of Nuvera-served fiber. It will begin at 501st Lane and 478th Street, east of New Ulm, then follow 478th St to 451st Ave and run North along the road until it connects with the existing Nuvera fiber in New Sweden at 370th St and State Highway 22. Along the way to the two fixed wireless towers, it will pass through the town of Nicollet providing transport capacity needed to facilitate fiber and wireless broadband service to the subscribers. Additionally, the fiber backbone will be constructed with access points to connect 82 homes-passed along the route to fiber broadband service.

The design will feature two fixed wireless towers, owned by the MN Department of Transportation and Crown Castle (a national tower leasing company). These towers will be fed by the new fiber backbone and will utilize licensed spectrum to provide wireless broadband service that could service as many as 1,236 addresses in Nicollet County within a 7-mile radius around each tower. Each tower will have an electronics cabinet housing all necessary equipment, located at the base of the towers. In addition to these two main towers, Nuvera has identified an alternative tower that may be used in lieu of the MN DOT tower should space be unavailable. Nuvera has inquired about the availability of space on the tower in Nicollet and has received confirmation it should be able to lease space there. Below is a summary of costs.

Nicollet - April 17, 2022									
	Backbone Route, Towers				Backbone Fiber Subscribers				
Categories	Rt Miles/Subs	Labor	Material	Subtotal	Rt Miles/Subs	Labor	Material	Subtotal	Totals per Category
Steele Waseca Cooperative Electric									
Backbone Fiber (144 & APs)	18	$ 398,248	$ 194,422	$ 592,670	0	$ -	$ -	$ -	$ 592,670
FW Counts and Fiber Drops	300 / 1236	$ -	$ -	$ -	58 / 82	$ 16,965	$ 6,786	$ 23,751	$ 23,751
Customer Installation		$ 90,000	$ 30,000	$ 120,000		$ 17,400	$ 5,800	$ 23,200	$ 143,200
Electronics (tower radios & CPE)		$ 45,852	$ 201,932	$ 247,784		$ 8,820	$ 86,073	$ 94,893	$ 342,677
Permitting		$ 2,000	$ -	$ 2,000		$ 1,000		$ 1,000	$ 3,000
Environmental		$ 11,947	$ -	$ 11,947					$ 11,947
Engineering									$ 167,587
Subtotal									$ 1,284,833
Contingency									$ 128,483
Grand Totals		$ 548,047	$ 426,354	$ 974,402		$ 44,185	$ 98,659	$ 142,844	$ 1,413,316

Senator Nick Frentz
2415 Minnesota Senate Building
95 University Avenue West
St. Paul, Minnesota 55155-1606

Office Phone: (651) 296-6153
Email: sen.nick.frentz@senate.mn

Senate

State of Minnesota

To whom it may concern,

I am writing to express my support of the Fiber/Wireless 5G Broadband grant application for Nuvera. This project would serve a large swath of rural area in Nicollet County. Their proposal is beneficial in two regards – one, it increases the access to 5G in the eastern part of the district. Two, it prepares Nicollet County by having fiber broadband available for future towers. Access to high-speed internet is an important need for our district and allows for more equality in education and increased growth for farmers and local businesses.

For these reasons stated, we support Nuvera and their application to increase broadband access in Nicollet county. Thank you for your time and consideration.

Please feel free to contact me with any questions.

Sincerely,

Nick A. Frentz

Senator Nick Frentz
Minnesota Senate District 19

Susan Akland
State Representative
District 19A
Counties of Nicollet, Blue Earth
and Le Sueur

Minnesota House of Representatives

May 12, 2022

To whom it may concern:

I write to express my support for Nuvera's partnership with Nicollet County to expand broadband in our area. As the last two years have made abundantly clear, access to high-quality, reliable Internet is not a mere convenience. The pandemic and lockdowns lent emphasis to what was already well-known: dependable Internet access is a necessity.

I believe this project serves the people of Nicollet County well. I applaud the effort that is already underway. This will allow more people access to our rapidly evolving economy and education system. My best wishes are extended to everyone involved.

Thank you for your time and consideration.

Sincerely,

Susan Akland

Susan Akland
State Representative
District 19A

203 State Office Building, 100 Rev. Dr. Martin Luther King, Jr. Blvd, St. Paul, MN 55155
651-296-8634 Email: Rep.susan.akland@house.mn

EXHIBIT B

FINAL PROJECT REIMBURSEMENT REPORT

1. Project Title: Nicollet County Broadband Expansion Project
2. Effective Date of Agreement: ______________________
3. Total amount of reimbursement requested: ______________________
4. Person completing this report:

   Name: ______________________

   Title: ______________________

   Phone number: ______________________

   Email: ______________________

PROJECT DETAILS

Number of fiber passings: ________

Number of active fixed wireless tower sites: ________

CATEGORIES	COST
Backbone Fiber	
Customer Drops and Installation	
Electronics	
Permitting	
Environmental	
Engineering	
Totals	

Signature of person completing report: ______________________

Date: ______________________

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Acceptance of DHS Grant: Adult Protective Services

Primary Originating Division/Dept.: Health and Human Services

Contact: C. Sassenberg Title: HHS Director

Amount of Time Requested: 5 minutes

Presenter: C. Sassenberg Title: HHS Director

Meeting Date: 11/08/2022

Item Type: (Select One) Regular Agenda

Attachments: ⦿ Yes ○ No

County Strategy: (Select One) Financial Security - prudent use of taxpayer resources

BACKGROUND/JUSTIFICATION:

The Minnesota Department of Human Services (DHS) is granting $1,193.81 in adult protective services funds to Nicollet County to be used between November 1, 2022 and September 30, 2023. These funds must be used to provide services and supports to vulnerable adults who have been reported to have been abused, neglected, or exploited. Our agreement indicates that we would use the funds to provide short-term emergency services, which can include food, shelter, clothing, transportation, financial management, or other care or services, including counseling, advocacy, and case management; assisting clients in securing the least restrictive option for emergency or alternative housing, and with obtaining, providing, or coordinating with care transitions as appropriate, including rehabilitation or clean-up of housing to maintain secure and stable housing of client choice. These are services that we may have otherwise needed to provide using County funds.

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:

Acceptance of grant dollars and approval for the Chair of the County Board to sign the County Grant Contract electronically via DocuSign.

FISCAL IMPACT: NOT in current budget
(Select One)

If "Other", specify:

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

FUNDING
County Dollars = N/A

State $1,193.81
(Select One)

Total:

DEPARTMENT OF HUMAN SERVICES

Minnesota Department of Human Services
County Grant Contract

This Grant Contract, and all amendments and supplements to this contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Aging and Adult Services Division ("STATE") and Nicollet County, an independent grantee, not an employee of the State of Minnesota, located at 501 S Minnesota Avenue, St. Peter, MN 56082("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and the Elder Justice Act Section 2042(b) of Title XX of the Social Security Act as amended through Public Law 115-123, as referenced in the Coronavirus Response and Relief Supplemental Appropriations Act of 2021, has authority to enter into contracts for the following services: Enhancing Adult Protective Services (APS) to respond to COVID-19.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **November 1, 2022**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **September 30, 2023**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of this CONTRACT to comply with the following provisions of this CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in this CONTRACT unless it receives written approval from STATE. In performance of this CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall enhance Adult Protective Services (APS) to provide services and supports to vulnerable adults who have been reported to have been abused, neglected, or exploited by: Providing short-term emergency services, which can include food, shelter, clothing, transportation, financial management, or other care or services, including counseling, advocacy, and case management; Assisting APS clients secure the least restrictive option for emergency or alternative housing, and with obtaining, providing, or coordinating with care transitions as appropriate, including rehab or clean-up of housing to maintain secure and stable housing of APS client choice.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT (MN.IT) Accessibility Standards, as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. **Compensation.** COUNTY will be paid in accordance with clause 3.1.c. through an advanced payment via the SWIFT Supplier Portal to complete the duties outlined above in clause 2.1.

   1. COUNTY must obtain STATE written approval before using the funds for a purpose not described in clause 2.1.

   2. COUNTY must obtain STATE written approval for equipment purchases exceeding five thousand dollars ($5,000) as described in clause 13.2.

b. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the Commissioner's Plan.[1] COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

[1] https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp

c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **one thousand one hundred ninety-three dollars and eighty-two cents** ($1193.815).

d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. **Advanced Payment.** One payment of the total obligation described above shall be made by STATE via the SWIFT Supplier Portal (Invoice Code: [TBD]) promptly following receipt of signed contracts from all counties and county collaboratives receiving allocations through the COVID Response and Relief Supplemental Appropriations Act (CRRSA) Adult Protective Services (APS) funding opportunity. Payments will made no later than December 15, 2022.

   1. STATE will analyze BRASS codes as documentation of use of the advanced payment.

   2. Any funds that are unspent after September 30, 2023, must be reported to STATE by October 31, 2023. STATE will then invoice COUNTY via the SWIFT Supplier Portal for the unspent amount to be remitted to STATE by December 31, 2023.

b. **Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Pass-through requirements. COUNTY acknowledges that, if it is a sub recipient of federal funds under this CONTRACT, COUNTY may be subject to certain compliance obligations. COUNTY can view a table of these obligations in the Health and Human Services Grants Policy Statement,[2] Exhibit 3 on page II-3, in addition to specific public policy requirements relate to the federal funds here. To the degree federal funds are used in this CONTRACT, STATE and COUNTY agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities) and 2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements).[3]

1. *COUNTY's Name*: Nicollet

2. *COUNTY's Unique Entity Identifier (UEI)*: 626427454

   Effective April 4, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match GRANTEE's name.

3. *Federal Award Identification Number (FAIN)*: 2101MNAPC5-00

[2] https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

[3] https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf

4. *Federal Award Date*: April 1, 2021
5. *CONTRACT (subaward) Period of Performance*: Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
6. *CONTRACT (subaward) Budget Period Start and End Date*: Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
7. *Amount of federal funds obligated to COUNTY (subrecipient) in this CONTRACT*: 1193.815
8. *Total amount of federal funds committed to the COUNTY (subrecipient), including this CONTRACT:* 1193.815
9. *Total Amount of the Federal Award from which the funds to the CONTRACTOR (subrecipient) are drawn:* $1,504,422.00
10. *Federal Award Project description:* Funds awarded under this opportunity will provide Adult Protective Services programs (APS) in the States and territories with resources related to their response during the Coronavirus Public Health Emergency. This funding is intended to enhance, improve, and expand the ability of APS to investigate allegations of abuse, neglect, and exploitation in the context of COVID–19.
11. *Name*:
    A. Federal Awarding Agency: Administration for Community Living (ACL)
    B. MN Dept. of Human Services (DHS)
    C. Contact information of DHS's awarding official: [TBD]
12. *Assistance Listings Number & Name* (formerly known as CFDA No.)*:* 99.747, Coronavirus Response and Relief Supplemental Appropriations Act of 2021: Grants to Enhance Adult Protective Services to Respond to COVID–19, $1,504,422.00.
13. *Is this federal award related to research and development?:* ☐ Yes ☒ No
14. *Indirect Cost Rate for this federal award is:* 10% (including if the *de minimis* rate is charged.)

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4.2. Payments to subcontractors. As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and half percent (1-1/2%) per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to this CONTRACT.

5. PAYMENT RECOUPMENT.

5.1 Unspent funds.

The COUNTY must report any unspent funds to the STATE by October 31, 2023. The remaining amounts must be returned to STATE by December 31, 2023.

5.2 Additional payment recoupment.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

a. Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;

b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;

c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts.

d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY's Duties; and/or

e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. This CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of this CONTRACT, or when COUNTY's non-compliance with the terms of this CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if this CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of this CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel this CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT and invoice COUNTY to return any unspent funds.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Mary McGurran** or successor. Phone and email: **(651) 431-2547 or mary.mcgurran@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Cassandra Sassenberg** or successor. Email: (**cassandra.sassenberg@co.nicollet.mn.us**). If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant CONTRACT by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this CONTRACT. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.

b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164.

Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.

b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for 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 STATE will be in addition to and not exclusive of other remedies provided by law.

d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify 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, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. EQUIPMENT.

13.1 Ownership of Equipment. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of five thousand dollars ($5,000) or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

13.2. Pre-approval for purchases over five thousand dollars ($5,000).

COUNTY must receive prior approval from STATE for equipment purchases exceeding five thousand dollars ($5,000).

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to this CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six(6) years from this CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be submitted to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving seven hundred and fifty thousand dollars ($750,000) or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which this CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which this CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under this CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

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.
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.

15. JURISDICTION AND VENUE.
This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of this CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.
16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in this CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.
17.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.

b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, this CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.
18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of twenty five thousand dollars ($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. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

21.2. Contingency Planning. This section applies if COUNTY will be fulfilling Priority 1 or Priority 2 functions under this CONTRACT. A *Priority 1* function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A *Priority 2* function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, COUNTY and any subcontractor will have a contingency plan. The contingency plan shall:

a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;
b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;
d. Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
e. Provide alternative operating plans for Priority 1 or Priority 2 functions;
f. Include a procedure for returning to normal operations; and
g. Be available for inspection upon request.

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Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. **STATE ENCUMBRANCE VERIFICATION**
Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By:________________________________

Date:______________________________

Contract No:________________________

2. **COUNTY**

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

Approved as to form and execution:__________________________

Michelle Zehnder Fischer
County Attorney

Date:______________________________

By:________________________________

Marie Dranttel
Board Chair

Date:______________________________

By:________________________________

Cassandra Sassenberg
Director, Health and Human Services

Date:______________________________

3. **STATE AGENCY**

By (with delegated authority): ______________

Title:______________________________

Date:______________________________

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

County

State Authorized Representative

OCTOBER 25, 2022
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, October 25, 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 Luepke and seconded by Commissioner Kolars to approve the agenda. Motion carried with all voting in favor.

Consent Agenda

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

1. October 11, 2022 Drainage Authority Minutes

Motion carried with all voting in favor.

Public Appearances

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

Public Works

Set the Date for a Public Hearing for DOT Minor Alterations to CD75, 62, and 27

Public Services Director Kopet approached the Board to set a public hearing related to the DOT petition to make minor alterations and changes to CD75, 62, and 27.

Motion by Commissioner Luepke and seconded by Commissioner Kolars to set the public hearing for November 22, 2022 at 10:30 a.m. Motion carried with all voting in favor.

Adjourn

Motion by Commissioner Kolars and seconded by Commissioner Luepke 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