

Board of Commissioners Agenda

December 12, 2023

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

Commissioners: Jack Kolars - Board Chair; Terry Morrow - Vice Chair; Marie Dranttel; Mark Dehen; Kurt Zins

- 9:00 a.m. Call Board of Commissioners Meeting to Order: Chair**
1. Pledge of Allegiance
 2. Silence Your Cell Phones
 3. Approval of Agenda
 4. Approval of Consent Agenda:
 - a. [November 28, 2023 Board Minutes](#)
 - b. [December 7, 2023 Budget and Tax Levy Minutes](#)
 - c. [Consider Out of State Travel: ATTSA Conference](#)
 - d. [Legal Services Contracts January 1, 2024 – December 31, 2024](#)
 - e. [Nicollet County Trails Association Agreement and State Contract](#)
 - f. [Off-Highway Vehicle Grant and Snowmobile Safety Enforcement Grant](#)
 - g. [2024-25 State of Minnesota- County Child Support Program Interagency Cooperative Agreement](#)
 - h. Approval of Bills
 5. Public Appearances
- 9:05 a.m. 6. Health and Human Services**
- a. [County, City, Tribal and State Health and Human Services Worker Day Proclamation](#)
 - b. [Veterans Services Van – Request to Sell](#)
 - c. [County Priorities for Housing Developments and Exceptions to the Foster Care/Community Residential Setting Moratorium](#)
- 9:20 a.m. 7. Property Services**
- a. [AgBMP Low-Interest Loan Project – Septic Lien](#)
- 9:25 a.m. 8. Administration**
- a. [2024 Elected Officials Compensation and Per Diem Resolution](#)
 - b. [2024 Levy Resolution](#)
 - c. [2024 Budget Resolution](#)
- 9:40 a.m. 9. County Attorney Update**
10. Chair's Report
 11. Commissioner Committee Reports, Meetings & Conferences
 12. Approve Per Diems and Expenses

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.

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9:45 a.m. BREAK

10:00 a.m. 13. Administration (continued)
d. [2024 Fee Schedule Public Hearing and Resolution](#)

10:15 a.m. 14. Finance
a. [Public Hearing for the 2024-2028 Capital Improvement Plan, Resolution, and Plan Adoption](#)

15. Adjourn Board of Commissioners Meeting

10:40 a.m. Call Drainage Authority Meeting to Order: Chair
1. Approval of Agenda
2. Approval of Consent Agenda
a. [November 28, 2023 Drainage Authority Minutes](#)
3. Public Appearances

10:45 a.m. 4. [CD 86A Improvement Project](#)
This portion of the meeting is closed to discuss potential litigation involving CD 86A, pursuant to Minn. Stat. § 13D.05, subd. 3(b). Following the closed session, the Board may take action based upon the information provided during the closed session.

11:45 a.m. 5. Adjourn Drainage Authority Meeting

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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 Nicollet County meetings and requests to participate can be directed to Mandy Landkamer, Nicollet County Administrator, at 507-934-7074 or mandy.landkamer@co.nicollet.mn.us.

Date	Time	Meeting	Location	City & State
December 12	8:15 am	Employee Appreciation Presentation	Gov. Center Board Room	St. Peter, MN
December 12	9:00 am	County Board of Commissioners Meeting	Gov. Center Board Room	St. Peter, MN
December 12	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room	St. Peter, MN
December 15	8:15 am	BNCH Full Board Meeting	1900 Franklin St.	New Ulm, MN
December 15	11:00-12:30 pm	Brown and Nicollet County Joint Meeting	Plaza Garibaldi	New Ulm, MN
December 18	7:00 pm	Planning & Zoning Advisory Commission/ Board of Adjustments & Appeals	Gov. Center Board Room	St. Peter, MN
December 19	8:15 am	Board Workshop	Gov. Center Board Room	St. Peter, MN
December 25	Nicollet County Offices Closed in Observance of the Christmas Holiday			
January 1	Nicollet County Offices Closed in Observance of New Year's Day			
January 2	9:00 am	County Board of Commissioners Meeting	Gov. Center Board Room	St. Peter, MN
January 2	*following Board adjournment	Drainage Authority Meeting	Gov. Center Board Room	St. Peter, MN

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NOVEMBER 28, 2023
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, November 28, 2023, at 9:00 a.m. Present at the meeting were Commissioners Kolars, Dranttel, Morrow, Dehen, and Zins. Also present were County Administrator Mandy Landkamer and County Attorney Michelle Zehnder Fischer.

Approval of Agenda

Motion by Commissioner Dehen and seconded by Commissioner Morrow to approve the agenda. Motion carried with all voting in favor on a roll call vote.

Consent Agenda

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

1. November 14, 2023 Board Minutes
2. Out of State Travel: Laserfiche Empower 2024
3. End of Probations
4. Acknowledgment of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$494,314.21;
 - b. Road & Bridge Fund - \$32,259.58;
 - c. Human Services Fund - \$184,562.02

Motion carried with all voting in favor on a roll call vote.

Public Appearances:

There were no public appearances.

Sheriff's Office

MN Dept of Health Epidemiology and Laboratory Capacity for Infectious Disease (ELC) Grant

Sheriff Lange was joined by Public Health Nurse Kate Albrecht and Jail Programmer Mark Oberlander to share information regarding a grant awarded to the Nicollet County Sheriff's Office in the amount of \$80,450.00. The grant will be used to support Covid-19 testing in the jail as well as for implementation of a medical records system.

Motion by Commissioner Zins and seconded by Commissioner Dranttel to approve the ELC grant. Motion carried with all voting in favor on a roll call vote.

Human Resources

Earned Sick and Safe Time Policy

Director Larson came forward to provide information on the Earned Sick and Safe Time Policy for Nicollet County. The policy provides addresses paid leave for employees.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the ESST Policy. Motion passed with all voting in favor.

Finance

December 2023 and January 2024 Bill Approval

Finance Director McCormick came before the Board to request authorization to issue the following Commissioner Warrants with Board approval for the dates listed:

Payment Date:	Board Approval Date:
12/26/2023	01/02/2024
12/29/2023	01/02/2024
01/09/2024	01/23/2024

Motion by Commissioner Morrow and seconded by Commissioner Zins to authorize payment of the Commissioner Warrants on the dates noted above. Motion carried with all voting in favor.

Resolution for Committing Funds for Health Insurance

Finance Director McCormick provided information regarding health insurance fund reserves. When Nicollet County entered into a joint powers agreement with SCSC, the current rates were to be kept in place for the next three years. The savings throughout the three years would be placed in a reserve savings to cover future cost increases. The amount of savings for reserves within the 2023 budget totals \$673,908.00.

Motion by Commissioner Dehen and seconded by Commissioner Morrow to commit funds to the Health Insurance account. Motion carried with all voting in favor.

Property Services

November 20, 2023 Planning and Zoning Advisory Commissioner Meeting:

PLN 23-19 – Geldner Brothers Sand & Gravel, LLC

Deputy Zoning Administrator Zehnder came before the Board to request consideration of the following conditional use permit request and findings of fact from the November 20, 2023 Planning & Zoning Advisory Commission:

1.)	Geldner Brothers Sand & Gravel, LLC	PLN23-19	3-year Mineral Extraction Permit renewal to mine, crush, and stockpile gravel, and operate a bituminous/concrete batch plant
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The Planning Commission recommends approval with staff's recommended conditions.

Motion by Commissioner Dranttel and seconded by Commissioner Morrow to accept the Planning & Zoning Advisory Commission's November 20, 2023 report, permit, recommendations, and findings as submitted therein. Motion carried with all voting in favor.

PLN23-21 – M.R. Paving & Excavating, Inc.

Deputy Zoning Administrator Zehnder came before the Board to request consideration of the following conditional use permit request and findings of fact from the November 20, 2023 Planning & Zoning Advisory Commission:

2.)	M.R. Paving & Excavating, Inc.	PLN23-21	3-year Mineral Extraction Permit renewal to mine, crush, stockpile, and process gravel, clay and shale
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The Planning Commission recommends approval with staff's recommended conditions.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to accept the Planning & Zoning Advisory Commission's November 20, 2023 report, permit, recommendations, and findings as submitted therein. Motion carried with all voting in favor.

PLN23-22 - M.R. Paving & Excavating, Inc.

Deputy Zoning Administrator Crawford came before the Board to request consideration of the following conditional use permit request and findings of fact from the November 20, 2023 Planning & Zoning Advisory Commission:

3.)	M.R. Paving & Excavating, Inc.	PLN23-22	3-year Mineral Extraction Permit renewal to mine, crush, and stockpile gravel
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The Planning Commission recommends approval with staff's recommended conditions.

Motion by Commissioner Morrow and seconded by Commissioner Dehen to accept the Planning & Zoning Advisory Commission's November 20, 2023 report, permit, recommendations, and findings as submitted therein. Motion carried with all voting in favor.

Public Works

Consider Final Acceptance and Payment for 2023 Highway Striping Project

Director Greenwood came forward to ask for final acceptance of the 2023 Highway Striping project work completed by Sir Lines-a-Lot in the amount of \$12,257.52.

Motion by Commissioner Morrow and seconded by Commissioner Dranttel to approve the Final Acceptance and Payment for the 2023 Highway Striping Project. Motion carried with all voting in favor.

Consider Resolution of Support for Belgrade Township 2023 LRIP Applications

Director Greenwood shared information regarding the Local Road Improvement Program (LRIP) applications. For cities with a population under 5,000, townships are required to have a County sponsor with the support of the County Board. Belgrade Township has submitted two applications for funding to provide for improvements to 496th and 526th Streets. If Belgrade Township is successful in receiving one or more grants, a project sponsor agreement would be developed outlining the project responsibilities of Nicollet County and Belgrade Township.

Motion by Commissioner Zins and seconded by Commissioner Morrow to approve the Resolution of Support for the 2023 Belgrade Township LRIP Applications. Motion carried with all voting in favor on a roll call vote.

Administration

Nicollet County Guidelines for Requested Resolutions and Proclamations

Administrator Landkamer shared information proposed to establish County Board guidelines for the types of proclamations and resolutions considered by the Board. The goal of the guidelines are to ensure the County focuses on issues related to County business rather than broader ideological differences not central to County work.

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the Guidelines for Requested Resolutions and Proclamations. Motion carried with all voting in favor.

County Attorney Update:

County Attorney Zehnder Fischer shared that she recently drove on the newly finished Highway 14. She was very pleased with the work and stated it will save time and greatly enhance safety.

Chair's Report

- County Board
- Township Meeting
- Traverse de Sioux
- Transportation/ATP Meeting
- Building Committee
- Immtrack
- MVAC
- Board Workshop (Highway 14 opening)

Commissioner Committee Reports:

Commissioner Terry Morrow

- County Board
- HRA training
- Board Workshop (Highway 14 opening)

Commissioner Marie Dranttel

- County Board
- Tri-County Solid Waste
- Township Meeting
- Planning & Zoning Advisory Meeting
- Board Workshop
- Board Workshop (Highway 14 opening)

Commissioner Mark Dehen

- County Board
- Greater Mankato Growth Hall of Fame & Board Meeting
- Township meeting
- EMS Meeting
- Board Workshop (Highway 14 opening)

Commissioner Kurt Zins

- County Board
- Township Meeting
- Rural Energy Board
- RAC
- Board Workshop (Highway 14 opening)

Approve Per Diems and Expenses

Motion by Commissioner Dehen and seconded by Commissioner Zins 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 on a roll call vote.

Adjourn

Chair Kolars adjourned the meeting at 9:47 a.m.

JACK KOLARS, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD



OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY BOARD OF COMMISSIONERS
BUDGET & TAX LEVY PUBLIC INPUT MEETING
DECEMBER 7, 2023

The Nicollet County Board of Commissioners and County staff met at the Nicollet County Government Center in St. Peter, Minnesota on Thursday, December 7, 2023 at 6:30 p.m. for a public meeting to discuss the 2024 Proposed Nicollet County Budget and Tax Levy. Board Chair Jack Kolars presided over the meeting, and Commissioners Terry Morrow, Marie Dranttel, Mark Dehen and Kurt Zins were present. Also present were County Administrator Mandy Landkamer, Finance Director Heather McCormick, Property & Public Services Director Jaci Kopet, and Recording Secretary Sarah Frahm.

Commissioner Kolars welcomed everyone present and shared that the purpose of the meeting was to address the proposed 2024 Budget and Tax Levy. At that time, he invited those who had questions about their assessed property value to speak with Director Kopet individually.

Administrator Landkamer presented a detailed overview of the proposed 2024 Nicollet County budget and tax levy. The proposed 2024 budget is \$56,929,105.00 and the proposed tax levy increase is \$26,410,973.00 (3.5%). She compared historical Nicollet County levy data with current trends. She also provided information on specific budget items that affected the levy, such as increased market costs related to wages, equipment, and services. She shared graphs of County revenues and expenditures and compared the numbers with historical data.

At 6:45 p.m., Chair Kolars opened the meeting for questions and comments. No public comments were received and the commenting period was closed.

The Board thanked County Administrator Landkamer and staff for their hard work in gathering and compiling the budget and tax levy proposal information. The final 2024 Budget and Tax Levy will be considered at the County Board meeting on December 12, 2023.

With no further questions or comments, the meeting adjourned at 6:47 p.m.

JACK KOLARS, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Consider Out of State Travel: American Traffic Safety Services Association (ATTSA) Conference				
Primary Originating Division/Dept.: Public Works-Highway Contact: Seth Greenwood, P.E. Title: PWD/County Engineer Amount of Time Requested: 0 minutes Presenter: Seth Greenwood, P.E. Title: PWD/County Engineer	Meeting Date: 12/12/2023 Item Type: Consent Agenda (Select One) Attachments: ☒ Yes ☐ No			
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)				
BACKGROUND/JUSTIFICATION: The American Traffic Safety Services Association (ATTSA) "How To Conference" is an annual conference that addresses the selection, inspection, or maintenance of all types of pavement markings, signs, temporary traffic controls, and other highway maintenance related items. Todd Meyer, Sign Technician/HEO and Mike Suska, Asst PW Director-Operations & Maintenance would be attending this conference. The conference is March 11-13, 2024 and is held in Fargo, ND. The total estimated cost of attending this conference approximately \$1,600 (includes lodging, registration, and meals). The cost of attending this conference is included in the PW 2024 budget and will utilize local levy 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) 1/25/2022				
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: 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 County Dollars = \$1,600 State (Select One) Total: \$1,600 </td> </tr> </table>			FISCAL IMPACT: Included 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 = \$1,600 State (Select One) Total: \$1,600
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JOIN US

Northland “How To” Conference



March 11-13, 2024
Delta Marriott
Fargo, N.D.

REGISTER TODAY • [ATSSA.com/HowTo](https://www.atssa.com/howto)

\$195

Included in your registration:

- Entrance into the exhibit hall featuring 30+ displays of the latest in roadway safety products and services.
- 20+ workshops and general sessions led by local, state and federal industry professionals.
- Special preconference workshop included in full registration.
- Enjoy breakfast, lunch, breaks and an evening reception.

Hotel information

Delta Marriott™ Fargo
1635 42nd Street South
701-277-9000

\$139-259 per night for rooms
available March 9-14

*Room rates available until
Feb. 16, 2024*



PROGRAM 2024

Northland "How To" Training & Education Workshop

March 11-13 • Fargo, N.D.

Monday, March 11

Noon - 4 p.m.
12:30 - 4 p.m.

REGISTRATION OPEN
PRECONF. WORKSHOP

Traffic Control 101

This workshop is offered by the Northland ATSSA Chapter at no additional cost to registrants. The course covers Low-Volume/ Low-Speed (Field Manual) and Traffic Control fundamentals for new hires.

Tuesday, March 12

7 a.m. - 4:30 p.m.
7:30 - 8:30 a.m.

REGISTRATION
EXHIBITS OPEN (Breakfast)

8:30 - 9:30 a.m.

GENERAL SESSION 1



Cannabis & Construction

The construction industry is still struggling to navigate the new Minnesota cannabis law that went into effect in August 2023. This session will touch on some of the most pressing concerns and ongoing challenges that contractors are facing.

9:35 - 10:20 a.m.

BREAKOUT SESSIONS

1. MN Work Zone Training Initiatives

MnDOT and SRF developed a work zone traffic control training plan that provides insight and direction on how to develop a robust training program that addresses the needs of all public agencies as well as private companies that work on or near the roadway in Minnesota. This plan is being implemented by both MnDOT and the Center for Transportation Studies Local Technical Assistance Program. Come and learn about the status of this training and how you and your agency or company can take advantage of training to improve work zone traffic controls and safety for both workers and the traveling public.

2. Winter Equipment and Material Maintenance

Learn about basic truck and paint cart maintenance for fall shut down and how to prepare for the spring. Includes how to carry your materials over winter and proper storage.

3. OK Teen Driver Work Zone Safety

Learn how Oklahoma became the first in the nation to modernized teen driver work zone and move safety.

10:20 - 10:50 a.m.
10:50 - 11:35 a.m.

EXHIBITS OPEN (Coffee Break)
BREAKOUT SESSIONS

4. Sign and Sign Placement

Fundamentals and basics for both new hires and seasoned vets. Explore the most-common issue installers run into.

5. Transforming Work Zone Training Using Virtual Reality

This presentation will provide the latest advances in the development and evaluation of VR technology for work zone

training. Examples of flagger setup and work zone inspection scenarios will be provided. Evaluation results from trainings deployed in Missouri will be presented.

6. CDL Updates

This session will cover any new updates for CDL drivers provided by Kelly Krapu of True North Compliance Services.

11:35 a.m. - 1 p.m.

EXHIBITS OPEN (Lunch)

1 - 2 p.m.

GENERAL SESSION 2



Mental Health

In a rapidly changing world, we find ourselves at "A New Frontier: Leading Boldly through Mental Health." This presentation explores how individuals in various roles can

step into a new landscape and make a significant impact on mental health and well-being. It provides practical insights, lived-experience stories, evidence-based resources, and inspiration for individuals to lead with empathy, offer opportunities to foster open conversations, and champion mental health and well-being initiatives in our professional and personal lives. Join us as we embark on this exciting journey to boldly lead in the new frontier of mental health.

2:05 - 2:50 p.m.

BREAKOUT SESSIONS

7. Using technology to enhance safety in the future

Safety is and will always be MnDOT's top priority. This session focuses on efforts MnDOT's CAV-X team is working on to improve worker safety by using technology. The Automated Truck Mounted Attenuator project is testing technology to potentially remove workers from the cab of crash attenuator host trucks and allow operation from a safer location on the work site. The Work Zone Data Exchange effort seeks to provide high-quality, real-time traveler information to connected vehicles and driver navigation apps, leading to more timing and accurate work zone information to the public.

8. Distance Based User Fees

Dependence on the motor fuel tax as a revenue source may become increasingly difficult for transportation agencies, as the number of vehicles on the road using little to no gasoline—including electric vehicles (EV)—begins to grow. One area being explored to fill potential lost revenue is distance-based user fees (DBUF)—calculated based on distance driven rather than fuel burned. Some states have completed pilots exploring this option, others have implementing test programs and an advisory board is assembling to guide a national pilot through FHWA. This presentation will discuss the current state of DBUFs research and other tax revenue sources surrounding EV and other emerging technologies.

9. Pavement Marking Retroreflectivity Requirements

Section 3A.03 Maintaining Minimum Pavement Marking Retroreflectivity of the MUTCD requires agencies to establish a method designed so all longitudinal markings (edgelines and centerlines) that meet specific criteria. FHWA has set a target compliance date of Sept. 6, 2026, for having a method in place for maintaining pavement marking retroreflectivity. This presentation will outline the Minnesota Local Road Research Program guidance for local agencies to implement a method for maintaining pavement marking retroreflectivity at or above minimum levels.

Tuesday, March 12 *(continued)*

2:50 – 3:20 p.m.
3:20 – 4:05 p.m.

EXHIBITS OPEN (Coffee Break)
BREAKOUT SESSIONS

10. Reducing Adverse Driving Behaviors in Work Zones

Most work zone crashes can be attributed to speeding, inattention and aggressive driving behaviors. This session will cover Minnesota trends in work zone crashes and mitigation strategies being deployed to address some of these behaviors.

11. Pavement Marking Patterns and Widths - Humans vs. Machines

MnDOT has studies investigating appropriate pavement marking dimensions and contrast with respect to human vision and driver comfort. There is a concurrent effort that will also evaluate the implications of pavement marking dimensions on machine vision technology that is used in ADASs and AVs. The results of these studies will provide insight as to how MnDOT can effectively leverage its resources to provide pavement markings that effectively meet the needs of all road users.

12. Permanent Signing in the Era of MASH

The rollout of the MASH Crashworthy standard at the national level has impacted signing policy and standards across the map and continues to affect all traffic control device development. A panel of signing subject matter experts from North Dakota, South Dakota and Minnesota have assembled information on how each States' signing policies and standards have evolved and continue to since the federally mandated MASH criteria was instituted. Please join us for this update from our Tri-State area and come prepared with any questions that may be on your mind!

4:05 – 4:50 p.m.

GENERAL SESSION 3



Drive Safe, Work Safe, Live Safe & Be Rewarded For It!

Employers are working harder than ever to attract and retain workers; and it's no secret that a talented, healthy employee

is an extremely valuable asset! "Your Good Health is your Greatest Wealth"... let's talk about how to cash in on it.

4:50 – 6:30 p.m.

WELCOME RECEPTION & EXHIBITS OPEN

Come mingle with old friends and meet new acquaintances with cocktails and hors d'oeuvres at this annual event in the exhibit hall.

Wednesday, March 13

7:30 – 10 a.m.
7:30 – 8:30 a.m.
8:30 – 9:15 a.m.

REGISTRATION
EXHIBITS OPEN (Breakfast)
BREAKOUT SESSIONS

13. CAV Update – AVs on the Road Today

Connected and automated vehicles (CAV) are on the road today and will continue to increase. This session will provide an overview of the current and emerging technology for connected and automated vehicles, the efforts by MnDOT's CAV-X to plan and prepare for CAV technology and how CAVs impact the work we do.

Northland "How To" Conference



14. Understanding Tort Liability

This session will provide an understanding of tort liability in the work zone. It will help participants understand their responsibility to provide proper temporary traffic control, what steps they can take to reduce their risk and provide some solutions to better prepare them to testify regarding what they did to provide clear and positive guidance in the work zone.

15. Sign Maintenance and Management for Local Agencies

The MUTCD requires public agencies or officials having jurisdiction shall use an assessment or management method that is designed to maintain sign retroreflectivity at or above the minimum levels. MnDOT has developed Minnesota's Best Practices for Traffic Sign Maintenance/ Management Handbook. Minnesota's Local Technical Assistance Program (LTAP) offers a course that covers the best practices contained in this handbook. This presentation will outline this course that helps maintenance staff better understand sign materials, placement, installation and retroreflectivity, as well as general maintenance and management practices.

9:15 – 10 a.m.

BREAKOUT SESSIONS

16. Turning Asset Data into Asset Information at MnDOT

The Minnesota Department of Transportation (MnDOT) has been maturing enterprise asset management practices and obtaining valuable asset management data for over a decade. This presentation will focus on how MnDOT is using asset data to enhance decision making.

17. Portable Traffic Signals, Unique and Effective Case Studies

There have been many advancements in the functional applications of portable traffic signals (PTSs). In this session you will see and learn multiple examples of how PTSs safely and effectively controlled vehicle and pedestrian traffic while using outside-of-the-box strategies.

18. Transportation Management Plans

Transportation Management Plans (TMPs) are required for many federal aid projects. Even though not required for many projects, they provide an excellent opportunity to work zone project stakeholders such as emergency responders, law enforcement, school districts, impacted residents and local agencies to identify concerns and issues related to work zone operations. The TMP can then identify solutions and mitigations to address these concerns during development of the temporary traffic control plan and contract documents. Not all TMPs are the same and they vary in scope dependent on project needs. Come and learn how effective TMPs improve the construction operations and safety in work zones.

10 – 10:30 a.m.
10:30 a.m. – Noon

EXHIBITS OPEN (Coffee Break)
GENERAL SESSION 4



State of the States

Minnesota, South Dakota and North Dakota overview of transportation issues and updates.

Northland “How To” Conference March 11-13, 2024

**Cancellation Policy:**

Full Registration fee will be refunded if cancellation is received by March 1, 2024.

No refunds after March 1, 2024. No-shows will not be refunded. All refunds will be made after the conference.

Exhibits • Workshops • Networking

Who Should Attend?

This conference is a must for roadway safety infrastructure industry professionals involved in the selection, inspection or maintenance of all types of pavement markings, traffic signs and temporary (work zone) traffic control, including:

- Field personnel
- Field supervisors
- Designers of both permanent and temporary traffic control
- State, county and local agency personnel
- Contractors
- Consulting engineers
- Traffic control device and material manufacturers
- Work zone traffic control supervisors

**Attend 20+ sessions
focusing on real-world
roadway safety issues**

 **Preconference
Workshop, March 11**

ATSSA
Northland Chapter

Northland Chapter of ATSSA
Minnesota • North Dakota • South Dakota

American Traffic Safety Services Association
15 Riverside Parkway
Fredericksburg, VA 22406-1077

**REGISTER TODAY! • [ATSSA.com/HowTo](https://atssa.com/HowTo)
meetings@atssa.com • 540-368-1701**



Exhibit sales open early December

10' x 10' spaces are \$795 for ATSSA Members, \$1,295 for Non-members. Receive 2 free registrations with each booth space. Sponsorships supporting the Vendor Reception are available for an additional \$200.

>>> Visit [ATSSA.com/HowTo](https://atssa.com/HowTo) for the application.

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: Legal Services Contracts January 1, 2024 - December 31, 2024				
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Administrator Amount of Time Requested: minutes Presenter: Title:	Meeting Date: 12/12/2023 Item Type: Consent Agenda (Select One) Attachments: ☒ Yes ☐ No			
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)				
BACKGROUND/JUSTIFICATION: Approval of Legal Services Contracts for Kezia Smith and Elizabeth Weinandt for the period of January 1, 2024 through December 31, 2024. This contract is similar to the contracts used in past years.				
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) 01/03/2023				
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A				
ACTION REQUESTED: Approval of the Legal Services Contracts.				
<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: 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 County Dollars = State (Select One) Total: </td> </tr> </table>			FISCAL IMPACT: Included 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 = State (Select One) Total:
FISCAL IMPACT: Included 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 = State (Select One) Total:			

NICOLLET COUNTY
LEGAL SERVICES CONTRACT

This agreement made and entered into the 1st day of January, 2024, by and between the County of Nicollet, a Minnesota Municipal Subdivision, hereinafter referred to as the “County,” and Kezia Smith (“Independent Contractor,” an attorney licensed to practice in the State of Minnesota) hereinafter referred to as “Attorney.”

Pursuant to various decisions of the Supreme Court of the United States and the Supreme Court of the State of Minnesota, the Court is obligated to provide counsel to persons/parents whose children are petitioned into court as children in need of protection or services and for persons/parents against whom a permanency action has been filed (hereinafter collectively “CHIPS”), when such persons are found by the courts to be without funds to retain private counsel. To provide an orderly and efficient method of delivery of legal services to those qualified, the County engages the Attorney upon the terms and conditions set forth herein.

The Attorney hired by the County shall be paid on an hourly basis in the amount of \$90.00 per hour. By the 10th of every month, the Attorney shall submit to Nicollet County Court Administration a report detailing the services provided under this contract.

During the periods covered herein, the Attorney shall be obligated to furnish to persons found eligible for their services by the Courts of Nicollet County all legal services incident to the matter giving rise to the appointment of counsel.

The Attorney acknowledges that non-emergent CHIPS cases are heard on Tuesday afternoons and agrees to be available to handle these cases on Tuesday afternoon (or such other day if this regularly scheduled day is changed by the Court) and to cooperate in the scheduling of matters on other such days as necessary. The Court Administrator shall be responsible for the general administration of Attorneys and other administrative matters.

The contract can be terminated by either party upon sixty (60) days written notice to the other party with or without cause. Provided, the contract can be terminated immediately in the event the State resumes funding for the appointment of counsel for parents in CHIPS cases.

The County sets no specific time, place, or manner for the fulfillment of duties performed herein, that being in the sole discretion of the Attorney as an independent contractor.

This Agreement does not make the Attorney the employee, agent, partner, joint venture or legal representative of the County for any purpose whatsoever. The Attorney is not granted any right or authority to assume or create any obligation, responsibility, express or implied, on behalf of or in the name of the County.

The Attorney and the County agree that the County shall not be liable for any other term insurance, PERA, unemployment insurance, worker’s compensation, or any other benefits which

are afforded to employees of Nicollet County.

Attorney agrees to defend and indemnify and hold the County, its officers, commissioners, directors, agents and employees harmless from any and all liability (statutory or otherwise), claims, suits, damages, judgments, costs or expenses, including reasonable attorney's fees, witness fees and disbursements incurred in the defense thereof, in connection with injury to, damage to, or death of any person arising out of the performance of this agreement, to the extent such liability, claims, suits, damages, judgments, costs or expenses result directly or indirectly from or are caused by any negligent, willful, unlawful or wrongful act and/or omission of the Attorney in the performance of this Agreement. This section is not as to third parties, a waiver of any defense or immunity otherwise available to the County and Attorney in defending any action on behalf of the County, and the County shall be entitled to assert in any action every defense or immunity that the County should assert on its own behalf. Attorney further agrees to maintain Legal Malpractice Insurance in place for the duration of this Agreement.

Unless otherwise terminated in writing as provided for herein, this contract will terminate on December 31, 2024.

IN WITNESS WHEREOF, the parties have executed this agreement this 30th day of November, 2023.

INDEPENDENT CONTRACTOR

BY: /s/ Kezia Smith
Attorney at Law

Approved as to Form:

Michelle M. Zehnder Fischer
Nicollet County Attorney

COUNTY OF NICOLLET

Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
Nicollet County Administrator

NICOLLET COUNTY
LEGAL SERVICES CONTRACT

This agreement made and entered into the 1st day of January, 2024, by and between the County of Nicollet, a Minnesota Municipal Subdivision, hereinafter referred to as the “County,” and Elizabeth Weinandt (“Independent Contractor,” an attorney licensed to practice in the State of Minnesota) hereinafter referred to as “Attorney.”

Pursuant to various decisions of the Supreme Court of the United States and the Supreme Court of the State of Minnesota, the Court is obligated to provide counsel to persons/parents whose children are petitioned into court as children in need of protection or services and for persons/parents against whom a permanency action has been filed (hereinafter collectively “CHIPS”), when such persons are found by the courts to be without funds to retain private counsel. To provide an orderly and efficient method of delivery of legal services to those qualified, the County engages the Attorney upon the terms and conditions set forth herein.

The Attorney hired by the County shall be paid on a monthly basis in the amount of \$3,000.00 per month.

During the periods covered herein, the Attorney shall be obligated to furnish to persons found eligible for their services by the Courts of Nicollet County all legal services incident to the matter giving rise to the appointment of Attorney counsel.

The Attorney acknowledges that non-emergent CHIPS cases are heard on Tuesday afternoons and agrees to be available to handle these cases on Tuesday afternoon (or such other day if this regularly scheduled day is changed by the Court) and to cooperate in the scheduling of matters on other such days as necessary. The Court Administrator shall be responsible for the general administration of Attorneys and other administrative matters.

The contract can be terminated by either party upon sixty (60) days written notice to the other party with or without cause. Provided, the contract can be terminated immediately in the event the State resumes funding for the appointment of counsel for parents in CHIPS cases.

The County sets no specific time, place, or manner for the fulfillment of duties performed herein, that being in the sole discretion of the Attorney as an independent contractor.

This Agreement does not make the Attorney the employee, agent, partner, joint venture or legal representative of the County for any purpose whatsoever. The Attorney is not granted any right or authority to assume or create any obligation, responsibility, express or implied, on behalf of or in the name of the County.

The Attorney and the County agree that the County shall not be liable for any other term insurance, PERA, unemployment insurance, worker’s compensation, or any other benefits which are afforded to employees of Nicollet County.

NICOLLET
COUNTY EST. 1853

Agenda Item: Nicollet County Trails Association Agreement and State Contract		
Primary Originating Division/Dept.: Finance		Meeting Date: 12/12/2023
Contact: Heather McCormick	Title: Finance Director	Item Type: Consent Agenda (Select One)
Amount of Time Requested: minutes		
Presenter:	Title:	Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
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 \$38,459.25. 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. 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) 10/11/22		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of grant via Docusign and signature on agreement with Trails Association.		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify:		FUNDING County Dollars = State 38,459.25 (Select One)
FTE IMPACT: No FTE change (Select One)		Total: 38,459.25
If "Increase or "Decrease," specify: Related Financial/FTE Comments:		



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



This Agreement is made on the 12th date of December, 2023, 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 \$38,459.25. This amount will not exceed the actual amount of the Snowmobile FY 2024 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 2024, 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 FY 2024, 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/gia-pat-contacts.pdf>)
20. The Agreement shall be effective from December 12, 2023 and shall expire on June 30, 2024 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 2024 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:	\$38,459.25

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, 2023 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, 2024, 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, 2023 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 **\$38,459.25**.

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 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 Minn. Stat. " 16A.15

Signed: _____

Date: _____

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



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.

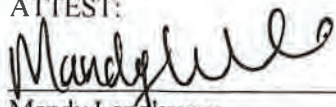
NOW, THEREFORE, BE IT RESOLVED by the County Board of Nicollet County, Minnesota as follows:

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: Off Highway Vehicle Grant and Snowmobile Safety Enforcement Grant						
Primary Originating Division/Dept.: Sheriff's Office Contact: Dave Lange Title: Sheriff Amount of Time Requested: minutes Presenter: Title:	Meeting Date: 12/12/2023 Item Type: Consent Agenda (Select One) Attachments: ☒ Yes ☐ No					
County Strategy: Programs and Services - deliver value-added quality services (Select One)						
BACKGROUND/JUSTIFICATION: Review and signature of the Off Highway Vehicle Grant effective July 1, 2023 to June 30, 2025 in the total amount of \$7884 to cover costs related to enforcement of off highway vehicle laws, rules and regulations, staff training, and local youth training classes. Review and signature of the Snowmobile Safety Enforcement Grant effective July 1, 2023 to June 30, 2025 in the total amount of \$3698 to cover costs related to enforcement of snowmobile rules and regulations, staff training, and local youth training classes.						
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) 2/8/2022						
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A						
ACTION REQUESTED: Review and sign the Off Highway Vehicle Grant and the Snowmobile Safety Enforcement Grant.						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify: </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = Grant \$11582.00 (Select One) </td> </tr> <tr> <td style="vertical-align: top;"> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments: </td> <td style="vertical-align: top;"> Total: </td> </tr> </table>			FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify:	FUNDING County Dollars = Grant \$11582.00 (Select One)	FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	Total:
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STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Nicollet County Sheriff's Office, 501 South Minnesota Avenue, St. Peter, MN 56082, ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.026, (84.794, 84.803, and 84.927 – OHV, 84.83 - Snowmobile) the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) (for OHV only) or Minnesota 2023, Chapter 60, Section 3, Subdivision 7(d) (for snowmobile safety only) is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 Effective date:

July 1, 2023. As per Statute 84.026 Subd. 4, work may begin prior to execution. Per Minn. §Stat. 16B.98 Subd. 7, no payments will be made to the Grantee until this contract is fully executed.

1.2 Expiration date:

June 30, 2025 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; 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, 2023, whichever is later, are eligible for reimbursement unless otherwise provided in under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) (OHV) or Subdivision 7(d) (Snowmobile).

2 Grantee's Duties

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

Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible OHV Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in OHV/ATV activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any OHV related law, rule or regulation is MANDATORY.
- Purchase of ATV's for use in patrolling;
- ATV maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (not costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated SOLELY to Off Highway Vehicle Enforcement work
- Submit ANNUAL Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for

maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

3 Time

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

4 Consideration and Payment

4.1 Consideration.

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

(a) Compensation

The Grantee will be reimbursed up to **\$ 3,942.00** in state fiscal year 2024, for expenses incurred between July 1, 2023 and June 30, 2024, and **\$ 3,942.00** in fiscal year 2025, for expenses incurred between July 1, 2024, and June 30, 2025, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$ 7,884.00**.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2024 must be submitted before June 30, 2025.

Invoices for state fiscal year 2025 must be submitted before June 30, 2026.

Only submit ONE invoice for the total expenses incurred during each state fiscal year.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Eligible reimbursement costs may not exceed **\$ 3,942.00** prior to July 1, 2024.

Eligible reimbursement costs may not exceed **\$ 3,942.00** prior to July 1, 2025.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Dave Lange, 501 South Minnesota Avenue, St. Peter, MN 56082, 507.931.1570, dave.lange@co.nicollet.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee 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.

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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 Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, a grant agreement made by an executive agency must include an audit clause that provides that the books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the commissioner, the granting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the grant agreement 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. If a grant agreement does not include an express audit clause, the audit authority under this subdivision is implied.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 Publicity

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

contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 Termination by the State

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

14.2 Termination by The Commissioner of Administration

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.3 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.

14.4 Termination for Insufficient Funding

The State may immediately 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 Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.5 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

15 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).

16 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers **may be used in the enforcement** of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: **Pamela D. Brisson** Digitally signed by
Pamela D. Brisson
Date: 2023.11.13
10:08:16 -06'00'

Date: 11/13/2023

SWIFT Contract/PO No(s). 238757 / 3-242686

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency
Grantee
State's Authorized Representative

STATE OF MINNESOTA

GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and Nicollet County Sheriff's Office, 501 S Minnesota Avenue, St. Peter, MN 56082 ("GRANTEE").

Recitals Section

1. Under Minn. Stat. 84.026, (84.794, 84.803 and 84.927 – OHV, 84.83 - Snowmobile) the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) (for OHV only) or Minnesota 2023, Chapter 60, Section 3, Subdivision 7(d) (for snowmobile safety only) is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of snowmobile rules and regulations, as well as holding staff training in the same, and providing local youth training classes in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

July 1, 2023. As per Statute 84.026 Subd. 4, work may begin prior to execution. Per Minn. §Stat. 16B.98 Subd. 7, no payments will be made to the Grantee until this contract is fully executed.

1.2 *Expiration date:*

June 30, 2025 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; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 16. Data Disclosure.

1.4 *Incur Expenses.*

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2023, whichever is later, are eligible for reimbursement unless otherwise provided in under Laws of Minnesota 2023, Chapter 60, Section 3, Subdivision 7(f) (OHV) or Subdivision 7(d) (Snowmobile).

2 Grantee's Duties

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

Comply with required grants management policies and procedures set forth through

Minn.Stat.§16B.97, Subd. 4 (a) (1). The Grantee will be reimbursed once annually, for only eligible

Snowmobile Safety Enforcement Safety Grant activities, including one or more of the following:

- Grantee staff time to participate in SSE activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any SSE related law, rule or regulation is **MANDATORY**.
- Purchase of snowmobiles for use in patrolling;
- Snowmobile maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (not costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated **SOLELY** to Snowmobile Safety Enforcement work.
- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.

3 Time

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

4 Consideration and Payment

4.1 Consideration.

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

(a) Compensation

The Grantee will be reimbursed up to **\$ 1,849.00** in state fiscal year 2024, for expenses incurred between July 1, 2023 and June 30, 2024, and **\$ 1,849.00** in fiscal year 2025, for expenses incurred between July 1, 2024, and June 30, 2025, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$ 3,698.00**.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Invoices for state fiscal year 2024 must be submitted **before June 30, 2025**. Invoices for state fiscal year 2025 must be submitted before **June 30, 2026**. Only submit **ONE** invoice for the total expenses incurred during each state fiscal year.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

Eligible reimbursement costs may not exceed **\$ 1,849.00 prior to July 1, 2024.**

Eligible reimbursement costs may not exceed **\$ 1,849.00 prior to July 1, 2025.**

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, MN DNR Division of Enforcement, 500 Lafayette Road, St. Paul, MN, 55155-4047, adam.block@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Dave Lange, 501 S Minnesota Avenue, St. Peter, MN 56082, 507.931.1570, dave.lange@co.nicollet.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee 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 Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, a grant agreement made by an executive agency must include an audit clause that provides that the books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the commissioner, the granting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the grant agreement 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. If a grant agreement does not include an express audit clause, the audit authority under this subdivision is implied.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

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- (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 Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

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- (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).

16 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: **Pamela D. Brisson** Digitally signed by Pamela D. Brisson
Date: 2023.11.21 08:53:25 -06'00'
Date: 11/21/2023

SWIFT Contract/PO No(s). 239629 / 3-243768

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item:		
2024-25 State of Minnesota-County Child Support Program Interagency Cooperative Agreement		
Primary Originating Division/Dept.: Health and Human Services	Meeting Date: 12/12/2023	
Contact: Cassandra Sassenberg Title: HHS Director	Item Type: Consent Agenda (Select One)	
Amount of Time Requested minutes		
Presenter: Title:	Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: This is a Cooperative Arrangement generated by the Minnesota Department of Human Services regarding the administration of child support, establishment of paternity, and medical support liability programs. Counties are required to submit new cooperative arrangements every two years. The Cooperative Agreement is completed in two portions: 1) The agreement between Nicollet County and the Department of Human Services-Child Support Division 2) The agreement between Nicollet County Health and Human Services, the Nicollet County Sheriff's Office, and the Nicollet County Attorney's Office. Funds paid by Health and Human Services to the County Attorney's Office through this agreement receive federal reimbursement at the approximate rate of 67%.		
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) 12/17/19; 12/14/2021		
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A		
ACTION REQUESTED: Approval of the 2024-2025 State of Minnesota-County Child Support Program Interagency Cooperative Agreements +		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = \$50,000.00 State (Select One) Total	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		

State of Minnesota – County
Child Support Program
Interagency Cooperative Agreement

CY 2024-2025

**STATE OF MINNESOTA-COUNTY INTERAGENCY COOPERATIVE AGREEMENT
COVERING THE ADMINISTRATION OF CHILD SUPPORT,
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN:**

The Minnesota Department of Human Services, Child Support Division

and

Nicollet County

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**CY 2024-2025 STATE OF MINNESOTA-COUNTY INTERAGENCY
COOPERATIVE AGREEMENT COVERING THE ADMINISTRATION OF CHILD SUPPORT,
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN:**

The Minnesota Department of Human Services, Child Support Division

And

Nicollet **County**

THIS INTERAGENCY COOPERATIVE AGREEMENT (hereinafter referred to as "Cooperative Agreement") is made and entered into for the period of January 1, 2024, through December 31, 2025, by and between the Minnesota Department of Human Services, Child Support Division, hereinafter referred to as "STATE," and the Governing Board of Nicollet County (hereinafter referred to as "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency"). STATE and COUNTY are hereinafter collectively referred to as "the Parties".

RECITALS

WHEREAS, STATE is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

WHEREAS, COUNTY is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

WHEREAS, the County IV-D Agency is responsible for local operation of child support services under Minnesota Statutes, section 393.07, subdivision 3; and

WHEREAS, the above-referenced entities wish to enter into this Cooperative Agreement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 United States Code (U.S.C.), sections 651 through 699b; and enter this agreement to meet the requirements of 45 Code of Federal Regulations (C.F.R.), sections 303.107 and 302.34.

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the STATE and the COUNTY agree as follows:

COOPERATIVE AGREEMENT

1. Definitions. The following definitions apply to the terms used in this Cooperative Agreement unless the context clearly requires otherwise:

1.1 Administrative Instructions. Administrative instructions are from the STATE to the COUNTY on administrative or financial matters.

- 1.2 Business Day.** Business day means a day on which STATE offices are open for regular business.
- 1.3 Calendar Day.** Calendar day means each day shown on the calendar, including weekends and holidays.
- 1.4 Central Registry.** The Central Registry is the STATE unit of government responsible for receiving, disseminating, and overseeing the processing of all incoming interstate IV-D cases.
- 1.5 Cooperating Agency.** A Cooperating Agency is the County Sheriff or County Attorney who provides child support services for the COUNTY pursuant to a Cooperative Arrangement. "Cooperating Agencies" refers to both the County Sheriff and the County Attorney.
- 1.6 Cooperative Arrangement.** A Cooperative Arrangement is the standard template, which is paired to the Cooperative Agreement as **Attachment A**. This standard template must be used by the COUNTY when securing services from the County Attorney and the County Sheriff for the operation of the IV-D Program.
- 1.7 Cooperative Agreement Manager.** The Cooperative Agreement Manager is the contact person for each of the parties. The STATE's Cooperative Agreement Manager is the official contact with the COUNTY and is responsible for enforcing provisions of the Cooperative Agreement and assuring the provisions are carried out by the COUNTY.
- 1.8 Cooperative Agreement Review Committee (CARC).** The CARC shall be responsible for representing the COUNTY and County Attorney offices in seeking policy dispute resolution under the Cooperative Agreement and Cooperative Arrangement. The CARC members are appointed by the STATE Child Support Division (CSD) Director, in consultation with Counties and County Attorneys, and shall be comprised of three County Directors and three County Attorneys.
- 1.9 County Attorney.** Minnesota County Attorney means the attorney under Minnesota Statutes, chapter 388 and section 393.11, subdivision 2, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.10 County Sheriff.** Minnesota County Sheriff means the sheriff under Minnesota Statutes, chapter 387, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.11 Governing Board of a County.** The Governing Board of a County means the governing body of the local unit of government responsible for the administration of public welfare programs and services, including child support, in the county or multi-county area. This may include County Boards, organized under Minnesota Statutes, chapter 375; local social service agencies, organized under Minnesota Statutes, chapter 393; Hospital Commissions, as empowered by Minnesota Statutes, chapter 393; Human Services Boards, organized under Minnesota Statutes, chapter 402; Service Delivery Authorities, organized under Minnesota Statutes, chapter 402A; or

any other local unit of government which is responsible for the administration of child support enforcement services for the local area.

- 1.12 IV-D Program.** The Minnesota programs provided for by Title IV-D of the federal Social Security Act, 42 C.F.R., sections 651 through 699b, in accordance with the language of Minnesota Statutes, sections 256.741 and Minnesota Statutes, chapter 518A and other state and federal statutes, federal regulations, and controlling court cases in effect during the term of this Cooperative Agreement.
- 1.13 Participant.** A participant is an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.
- 1.14 Parties.** The collective Parties, STATE and COUNTY.
- 1.15 PRISM.** "PRISM" means the Providing Resources to Improve Support in Minnesota system, the statewide child support database and associated programming, which the STATE owns and maintains.
- 1.16 Program Instructions.** Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.
- 1.17 IV-D Program Requirements.** IV-D Program Requirements are the state and federal law requirements of the IV-D program.
- 1.18 State Disbursement Unit (SDU).** "SDU" means the State Disbursement Unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Minnesota Child Support Payment Center (CSPC), located in St. Paul, Minnesota.
- 1.19 User Documentation.** User documentation is material contained in STATE's eMilo and SIR MILO websites and available at www.dhssir.cty.dhs.state.mn.us/PRISM.
- 2. Appointment of Cooperative Agreement Manager.** Each of the parties shall have a Cooperative Agreement Manager. The STATE's Cooperative Agreement Manager is the Child Support Division (CSD) Division Deputy Director or designee. The COUNTY's Cooperative Agreement Manager is the individual responsible for administration of the Cooperative Agreement as designated by the Governing Board of the COUNTY.

2.1 Contact Information for Cooperative Agreement Managers.

STATE: Michele Schreifels, Interim Director Michele.Schreifels@state.mn.us, CSD, 444 Lafayette, 3S, St. Paul, MN, 55155, 651-431-6406, or successor.

COUNTY Cooperative Agreement manager or successor: Name, Phone, E-mail, Address:

Cassandra Sassenberg

(507) 934-8573

cassandra.sassenberg@co.nicollet.mn.us

622 South Front St., St. Peter, MN 56082

3. COUNTY's Duties and Responsibilities. The COUNTY shall:

3.1 General Requirements. Implement and administer the responsibilities specified in this Cooperative Agreement pursuant to the requirements of the IV-D Program. The COUNTY agrees that the functions performed and services provided or purchased by the COUNTY, as specified in this Cooperative Agreement, shall be in accordance with applicable state and federal law, User documentation, STATE and federal Office of Child Support Enforcement (OCSE) published material and correspondence, county messages, state and federally approved corrective action plans, and fiscal audits as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

3.1.1 Policy Conflict. If the STATE issues any of the following items that bring existing policy into question, the COUNTY has ninety (90) calendar days from the date of issuance of the policy or court decision (or 90 calendar days from the date a bill becomes law) to make a written objection to the legal risk associated with the new or changed policy, direction, or law:

- new or changed policy;
- new or changed procedures;
- newly published Court decisions; or
- newly published state or federal law.

Once the STATE receives the written objection, the STATE shall meet with the COUNTY and any other relevant stakeholders. The stakeholders shall attempt to resolve the objection informally. The STATE may agree to reimburse the COUNTY for costs arising from adhering to the STATE's policy or direction as described in section 11.2.3 without resorting to the procedural requirements of section 11. Within thirty (30) days of meeting with COUNTY, the STATE will issue a determination.

Notwithstanding the procedural requirements of section 11, if the Parties do not agree upon an informal resolution, the COUNTY may utilize the formal dispute resolution procedure identified in Section 11.2.

3.2 Provide Services. Provide all appropriate IV-D Program services. These services include, but are not limited to, case intake and assessment; establishment of paternity; location of absent parents; establishment of enforceable basic support obligations; enforcement of payment of child and spousal support obligations; and establishment and enforcement of medical and child care support obligations.

3.2.1 Provide Customer Service. Provide direct customer service by responding to all inquiries from IV-D participants and the general public, including those inquiries related to centralized child support services. The COUNTY shall respond to participant inquiries and complaints referred from the STATE according to the policies and procedure outlined in section 3.1.

3.3 Hold Harmless. Except as provided in section 3.1.1, each Party is responsible for its own acts or omissions while performing the services described in this Cooperative Agreement.

- 3.4 Cooperative Arrangements.** Establish and maintain written Cooperative Arrangements between the COUNTY and other county officials who have a statutory obligation pursuant to 45 C.F.R., section 302.34 to cooperate with the STATE and COUNTY as necessary to provide services required under the IV-D Program in compliance with this Cooperative Agreement.

Counties, County Attorneys, and County Sheriffs must use the standard Cooperative Arrangement, named as **Attachment A**, to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 C.F.R., section 303.107. Administrative reimbursement is available for services provided under a Cooperative Arrangement for the calendar quarter during which the Parties execute the Cooperative Arrangement and for subsequent calendar quarters that the Cooperative Arrangement is in effect. If no signed Cooperative Arrangement is in place for a calendar quarter, no federal reimbursement is available for that calendar quarter.

Submit copies of the signed Cooperative Arrangements to the Child Support Division by February 28, 2024. The STATE must review the Cooperative Arrangements and notify the COUNTY within twenty (20) business days if the Cooperative Arrangement, on its face, fails to meet the minimum specifications required under S policy.

COUNTY shall provide a signed copy of each Cooperative Arrangement to the Child Support Division no later than March 31, 2024, in order to claim IV-D federal financial participation (FFP) reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

If, at any time during the Cooperative Agreement, the COUNTY enters into Cooperative Arrangements with additional cooperating agencies, the COUNTY must immediately send a copy of the new Cooperative Arrangement to the Child Support Division.

The COUNTY may not claim IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter when copies of appropriately signed Cooperative Arrangements are not provided to the Child Support Division by the end of that calendar quarter.

- 3.5 Purchase of Services Agreements.** As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The COUNTY must fully document in the COUNTY records its determination that the amounts are reasonable and necessary. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3 below. STATE supervision of purchase of service agreements is limited to those for which FFP is available under the IV-D regulations.

- 3.6 Notification of Appeals.** With the County Attorney, notify the CSD Division Deputy Director within seven (7) business days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the child support case participants or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.

- 3.6.1 Notice of Substantive Adverse Decisions.** The COUNTY shall also report to the CSD Division Deputy Director any child support orders or judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
- 3.7 Internet Access.** Have and maintain access to the Internet for all of the COUNTY caseworkers.
- 3.8 Provide Information.** Provide any information requested for state and federal program reviews and audits.
- 3.9 Information Technology Security.** Provide for information technology security in accordance with the STATE's policies and procedures.
- 3.9.1 COUNTY Security Officer.** Designate an employee as COUNTY Security Officer or Backup COUNTY Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.
- 3.9.2 Security Policies, Procedures and Guidelines.** Adhere to the STATE's policies and procedures as provided in STATE's:
- Data Practices Manual;
 - Information Policy Standards;
 - Program instructions; and
 - Office of Information Security instructions.
- 3.10 Cooperation with Other Agencies.** Agree that the COUNTY, in administering the requirements of the IV-D Program, will cooperate with other Minnesota county, tribal, and state-operated economic support agencies, and other Minnesota state agencies to the extent authorized by state and federal law.
- 3.11 Providing Resources to Improve Support in Minnesota System (PRISM).** Cooperate with the operation of and to use the Providing Resources to Improve Support in Minnesota System or its successor system (both hereinafter referred to as "PRISM") as agreed upon by the STATE and the COUNTY. The COUNTY and STATE shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Cooperative Agreement. Both Parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The STATE acknowledges its responsibility to maintain PRISM in maximum functional status for the benefit of all COUNTY and state users. The STATE shall take all necessary actions to assure the uninterrupted availability of PRISM during normal business hours.
- 3.11.1 Maintain Automation Equipment.** Maintain and not alter or add to any child support automation equipment that is physically installed by the STATE unless prior approval is given. Any costs incurred by the COUNTY because of STATE approved equipment moves shall be reimbursed per the applicable FFP rate.
- 3.11.2 No Alteration of Software.** Agree that neither COUNTY nor other COUNTY staff persons working under the Cooperative Arrangement for the COUNTY will alter

State of Minnesota provided software or add software programs that will adversely affect child support automation in the COUNTY without the permission of the STATE.

- 3.11.3 Authorized Access to Automation Equipment.** Ensure that all automation equipment connected to the State of Minnesota computer reporting network is not accessible to persons other than those authorized by the COUNTY Security Officer for purposes of program administration and shall specifically limit such access in each Cooperative Arrangement.
- 3.12 Cost-Sharing Allocation Plan.** Reimburse the STATE under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support or program administration.
- 3.13 Maintain PRISM Financial Records.** Be responsible to maintain and update PRISM financial information including the following:
 - 3.13.1 Enter Court Order and Balance Information.** Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.
 - 3.13.2 Receipt and Disbursement (R&D) Adjustments.** Perform adjustments to receipt and disbursement amounts in accordance with the STATE's policies and procedures.
- 3.14 Failure to Maintain PRISM Financial Records.** Be responsible for court-ordered reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to maintain proper PRISM financial records.
- 3.15 Reimbursement for Failure to Follow Policy and Instructions.** Be responsible for reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to follow state and federal laws, Department of Human Services written policy directives, program instructions, or published IV-D directives that are appropriately and timely communicated to the COUNTY by the STATE or in the case of worker error. In the event of a dispute, the COUNTY may follow the procedures under Section 11.
- 3.16 Collections, Receipts, and Disbursements.** Pursuant to program instructions, (1) redirect all child support payments to the CSPC; and (2) forward any child support or other support related payments received by the COUNTY to the CSPC for receipting into PRISM within 24 hours.
- 3.17 Records Maintenance.** Maintain such records, case files, reports, evaluations, documents and accounting procedures and practices that the STATE specifies as necessary for STATE monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to STATE records retention schedules or directives allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. The COUNTY must ensure that these reports comply with STATE reporting instructions. The STATE shall evaluate and monitor

compliance with reporting instructions.

3.18 Confidentiality of Records. Comply with the terms of the Information Privacy and Security Agreement (IPSA) that has been separately executed by the Parties (which is incorporated by reference into and made a part of this Cooperative Agreement) and with any successor agreement thereto, and with all applicable federal and state law governing the privacy and security of personally identifiable information about participants and others (PII). PII includes but is not limited to an individual's name, address, federal tax information (FTI), Social Security Number (SSN), and other private data on individuals (as defined in Minnesota Statutes, section 13.02, subdivision 12), whether maintained on PRISM or elsewhere by the COUNTY. The COUNTY shall develop, maintain, and enforce policies, procedures and appropriate administrative, technical, and physical safeguards to ensure PII is adequately protected against improper access, use, and disclosure. The COUNTY shall also ensure that its employees and subcontractors receive training regarding the requirements of applicable laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, chapter 13 and the Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and Publication 1075), and that its use of PII by employees is appropriately monitored.

3.18.1 Cooperating Agencies and Compliance with Regulations. Ensure that Cooperating Agencies have available all information necessary to perform under the Cooperative Arrangement. The COUNTY will include in the Cooperative Arrangement language that addresses compliance with state and federal privacy and confidentiality laws and regulations. This language shall specify that the cooperating COUNTY will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purposes allowed by federal law, state law, and federal regulations governing the operation of the IV-D Program. The COUNTY and/or COUNTY security staff have the responsibility to ensure that requested access to PRISM meets the requirement of the access being necessary solely for the purposes of administration of the IV-D Program. Any request that does not meet that requirement must be denied at the local level. All requests for PRISM access must be approved by the appropriate County Security Officer before state security staff will process the request.

3.18.2 Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program. In the event that other individuals or other county programs request information from or access to the PRISM system through the COUNTY, the COUNTY shall recommend and grant access only for the purposes allowed by the federal and state law and regulations governing the operation of the IV-D Program. The COUNTY will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the STATE prior to the STATE granting such access. The agreements will address compliance with relevant state and federal privacy and confidentiality laws and regulations specifying that any individual granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D Program. COUNTY and/or COUNTY security staff will have the responsibility to ensure that requested information from or access to PRISM meets the requirement(s) for the purposes of administration of the Child Support Program.

Any request that does not meet that requirement must be denied at the local level. The appropriate COUNTY Security Officer or backup security officer must approve all requests for PRISM access or PRISM information before STATE security staff will process the request. The COUNTY is responsible for ensuring that the third party complies with all data privacy laws and regulations. This provision does not prevent COUNTY from sharing information with case participants, courts, and authorized third parties pursuant to Minnesota Statutes, chapters 256; 257; 518A; 518C; 571; and Minnesota Statutes, section 13.46.

3.18.3 Other Parties Requesting Access to PRISM or PRISM Information. Refer requests for access by third parties to information maintained by the PRISM system for reasons other than the purposes allowed by the federal and state law and regulations governing the operation of the IV-D program to the STATE. If the STATE releases county-specific data, the STATE will notify the COUNTY that is the subject of the request.

3.18.4 Not a “Business Associate Agreement.” This Agreement does not create a “business associate” relationship nor does it constitute a “business associate agreement” as defined in the Health Insurance Portability and Accountability Act (HIPAA).

3.19 Federal Parent Locator Service. Agree to comply with Federal and State privacy laws and regulations and the applicable provisions of the U.S. Department of Health and Human Services’ Office of the Chief Information Officer (HHS-OCIO) Policy for Information Systems Security and Privacy (IS2P) and the Automated Systems for Child Support Enforcement: A Guide for States (Federal Certification Guide). Agree to the required Federal Parent Locator Service (FPLS) cooperative agreement language for ensuring the confidentiality of FPLS, stated below.

The STATE is responsible for the issuance of User Documentation to COUNTY, which communicates the detailed requirements for the confidentiality of FPLS information.

The COUNTY shall to comply with and assume responsibility for compliance by its employees, agents, contractors and subcontractors with the following requirements:

- (1) The COUNTY shall submit requests to the FPLS solely to locate a parent for the purpose of establishing paternity, securing child support, or when applicable, to locate a parent in a paternal kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations.
- (2) The COUNTY shall educate all authorized personnel that access FPLS information on the confidentiality and security requirements of FPLS information, the safeguards required to protect FPLS information and child support program information, and the penalties for non-compliance.
- (3) The COUNTY shall restrict access to FPLS to authorized personnel who need the FPLS information to perform their official duties. The COUNTY must maintain a list of employees, agents, contractors and subcontractors with authorized access.
- (4) The COUNTY shall label all reports containing FPLS and to store all material containing FPLS in a locked container when the material is not in use.

- (5) The COUNTY shall immediately report any incident involving unauthorized access to or disclosure of FPLS information to the STATE.

3.20 IRS Language for General Services. The COUNTY shall comply with all Internal Revenue Service (IRS) procedures and safeguards (26 U.S.C., sections 6103 and 7213). The COUNTY agrees to the required IRS cooperative agreement language for ensuring the confidentiality of IRS information stated below.

The STATE is responsible for the issuance of User Documentation to the COUNTY, which communicates the detailed requirements for the confidentiality of IRS information.

3.20.1 Performance. In performance of this Cooperative Agreement, the COUNTY shall comply with and assume responsibility for compliance by its employees with the following Internal Revenue Service requirements as well as any other IRS requirements set forth in the Data Sharing Agreement:

- (1) All work is under the supervision of the COUNTY or the COUNTY's responsible employees.
- (2) The COUNTY and the COUNTY's employees with access to or who use FTI must meet the background check requirements defined in current STATE policy and background check requirements defined in IRS Publication 1075 when implemented in the state.
- (3) Any federal tax return or return information provided or made available by the IRS must be used only for carrying out the provisions of this Cooperative Agreement. The COUNTY must treat information contained in material provided by the IRS as confidential and not divulge or make it known in any manner to any person except as may be necessary in the performance of this Cooperative Agreement. Disclosure to anyone other than an officer or employee of the COUNTY is prohibited.
- (4) All federal tax returns and return information provided by the IRS must be accounted for upon receipt, and properly stored before, during, and after processing. In addition, all related output must be given the same level of protection as required for the source material.
- (5) The COUNTY certifies that the IRS data processed during the performance of this Cooperative Agreement will be completely purged from all data storage components of its computer facility at the time the work is completed. If immediate purging of all data storage components is not possible, the COUNTY certifies that it safeguards any IRS data remaining as required by law in an appropriate storage component to prevent unauthorized disclosures and completes logging of said data as required by Publication 1075.
- (6) The COUNTY must give the STATE or its designee any spoilage or any intermediate hard copy printout that may result during the processing of IRS data. When this is not possible, the COUNTY is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the STATE or

its designee with a written statement containing the date of destruction, description of material destroyed, and the method used.

- (7) All computer systems processing, storing, or transmitting of Federal tax information provided by the IRS must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) The COUNTY shall not subcontract work involving Federal tax information (FTI) furnished under this Cooperative Agreement without prior written notice to the IRS, pursuant to IRS Publication 1075, Sections 7.4.3 and 11.3. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the STATE's files for review. As part of the certification and, at least annually afterwards, contractors should be advised of the provisions of Internal Revenue Code (IRC) Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy, procedure for reporting unauthorized disclosures, and data breaches. For both the initial certification and the annual certification, the contractor should sign, with either ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- (9) The COUNTY must maintain a list of employees and subcontractors with authorized access. The COUNTY must provide such list to the STATE and, upon request, to the IRS reviewing office.
- (10) The COUNTY shall immediately report to the STATE any incident involving an actual or suspected unauthorized access, use or disclosure of FTI information, in accordance with the requirements provided in User Documentation.
- (11) The STATE has the right to revoke the County's access to federal tax information, including federal tax information on the statewide child support computer system (PRISM) if the COUNTY fails to provide the safeguards described above.

3.20.2 Criminal/Civil Sanctions:

- (1) Each officer or employee of the COUNTY to whom federal tax returns or return information is or may be disclosed will be notified in writing by the COUNTY that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 C.F.R., section 301.6103(n)-1.

- (2) Each officer or employee of the COUNTY to whom federal tax returns or return information is disclosed or may be disclosed shall be notified in writing by the COUNTY that any federal tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Cooperative Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Cooperative Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code sections 7213A and 7431.
- (3) Additionally, it is incumbent upon the COUNTY to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. section 552a. Specifically, 5 U.S.C., section 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C., section 552a(m)(1), provides that any officer or employee of a COUNTY, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

3.20.3 Inspection. The COUNTY will complete a tri-annual COUNTY Inspection Report, administered by the STATE's IV-D program and will remedy any identified issues regarding secure FTI use and storage. The IRS and the STATE, with 24-hour notice, shall have the right to send its officers and employees into the offices of the COUNTY for inspection of the facilities and operations performing any work containing or relating to FTI to determine compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the COUNTY is found to be noncompliant with required safeguards.

3.21 Bonding. In accordance with 45 C.F.R., section 302.19, the STATE is required to ensure that every person who has *access to or control over funds* collected under the program is covered by a bond against loss resulting from employee dishonesty. The COUNTY must bond any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections. Bonding is required due to the ability to access funds in PRISM through financial adjustments.

The COUNTY must have a minimum bonding amount of thirty thousand dollars (\$30,000) per employee. The STATE has determined this amount is sufficient to cover employee dishonesty. If the COUNTY does not have a bonding policy in place, it may establish a self-bonding system to satisfy the bonding requirements.

The minimum bonding amount does not reduce or limit the ultimate liability of the COUNTY for losses of support collections from the STATE's IV-D program.

The STATE will not collect bonding information for individual counties. The COUNTY must maintain all bonding information and is subject to the State Audit.

4. STATE's Duties and Responsibilities. The STATE shall:

4.1 General Requirements. Perform the duties and responsibilities specified in this Cooperative Agreement in accordance with state and federal statutes, federal regulations, and controlling court cases that are in effect during the term of this Cooperative Agreement.

4.2 CSD Memos/Child Support Bulletins. Maintain an index, accessible to COUNTY child support staff and County Attorneys, listing all the current COUNTY child support directives and COUNTY child support bulletins released during the Cooperative Agreement year that apply to the IV-D Program.

4.3 Program Instructions. Provide notification of new pending program instructions, administrative instructions and IV-D requirements within thirty (30) calendar days of first becoming aware of them.

Develop and maintain programs and administrative instructions for administrative and child support activities relating to the IV-D Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes and federal regulations in new program and administrative instructions. The STATE will incorporate such citation in the Child Support User Documentation.

4.3.1 Program Instruction Change. If, after notification of new pending program instructions, the COUNTY reasonably believes that the proposed change will have a significant financial impact on the COUNTY, the COUNTY may request from the STATE a thirty (30) calendar day comment period. The request for a comment period shall be made in writing to the Child Support Division Deputy Director within ten (10) calendar days of the notification of pending program instructions and shall be accompanied by a brief written explanation of the anticipated financial impact on the COUNTY and why the COUNTY believes the impact is significant. The comment period shall be granted if (a) written request is timely made and if (b) the change is not the result of

implementation of state and federal statutes, rules and regulations, court orders, or settlement agreements arising from litigation.

The STATE shall consider the fiscal impact on the COUNTY before implementing the change in requirements. It is not the STATE's intent to unilaterally impose any new, unbudgeted programs on the COUNTY.

- 4.3.2 Reasonable Time Period to Implement.** Allow the COUNTY a reasonable time period in which to fully implement program instructions. Program instructions, which are the result of changes in federal or state laws, rules and regulations or court actions, may be implemented by the STATE in accordance with the implementation timeframes of the federal or state laws, rules and regulations, or court action.
- 4.3.3 Extension of Time Period to Implement.** Allow the COUNTY to request an extension of the time period for implementing program instructions or requirements, which have a significant impact on the COUNTY and are not mandated by state or federal law or court order. The COUNTY may submit documentation of the hardship imposed, and the STATE may grant a reasonable exception to the implementation requirements.
- 4.4 Monitoring.** Have the discretion to monitor the COUNTY's responsibilities as defined in this Cooperative Agreement, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.
- 4.5 Comprehensive Training.** Provide comprehensive statewide training for COUNTY personnel including, but not limited to, new worker training, training related to new initiatives and PRISM enhancement, and other continuing training related to the IV-D Program. Training shall include at least four (4) hours annually focused on diversity, unintended bias, and cultural competence for serving diverse participants. Training programs and curriculum shall be determined in consultation with the County Training Workgroup. Child Support training materials shall be made available to the COUNTY. Provision of classroom training and onsite training is subject to CSD budget limitations.
- 4.6 Information to the Public.** Provide the public with information on the Child Support Program per the requirements of 45 C.F.R., section 302.30.
- 4.7 Standard Cooperative Agreements.** Use the standard Cooperative Agreements that conform to state and federal laws when contracting with counties.
- 4.8 Central Registry.** Provide Central Registry services to counties.
- 4.9 PRISM Maintenance.** Ensure ongoing maintenance of PRISM.
- 4.10 PRISM Enhancement.** Responsible for the modification and enhancement of the PRISM system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports COUNTY program operations and performance improvements. The STATE shall take all necessary actions to modify the IV-A to IV-D (MAXIS/PRISM) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of PRISM.

- 4.11 Ownership of Software.** Retain all ownership rights in any STATE owned software or modifications thereof and associated documentation designed, developed, or installed because of this Cooperative Agreement.
- 4.12 Tax Intercept.** Certify arrears for tax intercept and other certifiable debts using PRISM account balances, as well as receive, distribute, and disburse tax intercept funds centrally through PRISM, and make information available in PRISM and other reports.
- 4.13 New Hire Reporting.** Ensure employer compliance with the reporting requirements under the Work Reporting System, Minnesota Statutes, section 256.998.
- 4.14 Provide Direct Program Assistance to COUNTY.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct program assistance to the COUNTY, including assistance related to child support policy, PRISM processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.
- 4.15 Delegation of Authority.** Delegate to the County Attorney, as set forth in Minnesota Statutes, section 393.11, subdivision 2, its authority to provide IV-D Program legal services by appearing (a) on behalf of COUNTY in the expedited process, (b) in district court, and (c) in appellate court. The STATE shall assist the County Attorney in preparation of appeals as appropriate.
- 4.16 Confidentiality of Records.** Agree to comply with the applicable federal and state laws and STATE regulations concerning confidentiality of participant and PRISM records.

5. Procurement.

- 5.1 Equipment.** The COUNTY may purchase and install equipment in accordance with the STATE's manuals and procedures and industry best practices. The COUNTY shall be responsible for inventory, maintenance, replacement, and security of all such equipment.

The COUNTY shall keep all STATE owned equipment that is located in the COUNTY in a secure place and compensate the STATE for any theft, damage, or other loss of equipment if the STATE's prescribed security precautions have not been met.

6. Allocations.

- 6.1 Standards of Performance and Performance Based Allocation.** The STATE shall specify standards of performance and budget an allocation to the COUNTY as its proportionate share of dollars for performance-based funding. The STATE shall distribute the available incentive funding to counties under Minnesota Statutes, sections 518A.51 and 256.979, subdivision 11.
- 6.2 COUNTY Contribution.** The COUNTY agrees that performance incentives allocated to the COUNTY must be used to supplement and not supplant other funds used to carry out the child support program. The COUNTY shall maintain a minimum county contribution from local budget resources. The minimum COUNTY contribution level for each year is computed with federal fiscal year 1998 as the base year. Under 45 C.F.R., section 305.35, a base amount of spending is determined by subtracting the

amount of federal and state incentive funds earned by the COUNTY program for Federal Fiscal Year 1998 from the total amount expended by the county in the program during the same year.

This Federal Fiscal Year 1998 base year amount plus the last four (4) quarters of federal and state incentive payments earned (calculated on a rolling basis) becomes the COUNTY's estimated minimum reinvestment amount.

The COUNTY must maintain this estimated minimum reinvestment amount of county spending to demonstrate it is supplementing not supplanting. For up-to-date county estimated reinvestment amounts, refer to the Net County Admin [Report](#) available on CountyLink.

At federal fiscal year end, the STATE will reconcile each county's minimum reinvestment amount to their actual federal fiscal year expenditures. Any county whose federal fiscal year expenditures do not exceed their minimum reinvestment amount, will be responsible for the difference. The STATE will reduce their next quarterly incentive payment by that amount.

7. **Funding.** The COUNTY agrees that the obligations of the STATE under this Cooperative Agreement are limited by and contingent upon state and federal legislative authorization and budget appropriations. If, during the term of this Cooperative Agreement, the budget appropriations which fund the STATE, the COUNTY, and services under this Cooperative Agreement are not made, are repealed, or reduced by actions of the Legislature, Congress, or otherwise, the STATE's and the COUNTY's obligations under this Cooperative Agreement will be reduced, suspended, or cancelled, as deemed appropriate at the STATE's sole discretion.
8. **Federal Reimbursement.** The STATE shall reimburse the COUNTY for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the STATE under this Cooperative Agreement are contingent upon:

(a) substantial compliance by the COUNTY of all responsibilities identified in this Cooperative Agreement, and in accordance with state and federal laws; (b) authorization of Minnesota and federal laws and availability of state and federal funds; and (c) approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units.

The COUNTY must certify that any claim for reimbursement through federal financial participation (FFP) complies with the limits on FFP for IV-D expenditures listed in 45 C.F.R., part 304. If the COUNTY has questions about whether or not an expense is eligible for reimbursement, the COUNTY may contact the STATE for guidance.

- 8.1 **County Income Maintenance Claims.** Claims for reimbursement must be submitted electronically pursuant to the requirements of the STATE's cost reporting system. Child Support costs must be reported quarterly on the DHS-2550 Income Maintenance Expense Report and must be submitted via web-based application to the STATE on or before the 20th day of the month following the quarter for which reimbursement is being claimed. If the 20th day of the month falls on a Saturday, the due date for the expenditure report is Friday the 19th; if the 20th is a Sunday, it is due on Monday the 21st.

For all claims submitted timely, the STATE will issue the reimbursement payment by Electronic Fund Transfer. Said reimbursements are subject to reduction and/or recovery as provided in this Cooperative Agreement. Late expenditure reports will be processed in the following quarterly payment cycle.

Reimbursement payments will be made quarterly. The reimbursement payment for each quarter consists of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.1.1 County-wide Indirect Claim. The COUNTY must submit cost allocation plans containing methodology and resulting amounts for eligible countywide indirect expenses incurred in the delivery of the IV-D Program. These plans must be certified by an independent auditing firm and be received by the STATE Financial Operations Division (FOD) by February 15th of each calendar year. Only countywide indirect costs that comply with the limitations of 45 C.F.R., part 304, and other federal and state limitations on indirect cost are eligible expenses.

One-fourth (25%) of the annual Child Support amount from the cost allocation plan will be the eligible county-wide indirect expense amount to be reimbursed each quarter. The reimbursement payment for each quarter will consist of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.2 Adjusted Reimbursement Claims. The COUNTY may submit adjustments to prior quarter DHS-2550 expenditure reports up to one year from the original quarter ending date. Child Support reimbursements resulting from expenditure adjustments for prior quarters will be paid as part of the normal quarterly payment process.

8.3 Non-Compliance. The STATE may withhold or withdraw funds from the COUNTY when it is in non-compliance with this Cooperative Agreement or IV-D Program Requirements subject to the terms of this Cooperative Agreement. The STATE may withhold or withdraw funds if the STATE determines that the activities performed by the COUNTY do not meet state or federal statutes and requirements, following an opportunity for corrective actions as described in Section 8.3.1 (Compliance Review).

If there is a delay or failure to perform when such delay or failure is due to an uncontrollable circumstance that was unforeseeable, the County shall be excused from timely performance because of the uncontrollable circumstance. Uncontrollable circumstances shall include fire, flood, epidemic, wars, acts of God, unusually severe weather, or actions of public authorities that cause an inability to perform work. The COUNTY shall communicate the uncontrollable circumstance to the State as quickly as practical.

The COUNTY will begin performance as soon as the consequences of the uncontrollable circumstance are remedied to such an extent that the COUNTY is able to begin performance.

8.3.1 Compliance Review. The STATE will notify the COUNTY of items that require corrective action and the need for the COUNTY to develop and submit a Corrective Action Plan. The COUNTY must submit its response within ten (10) calendar days of the date of the notice under this section, unless the STATE

approves an extension.

A failure by the COUNTY to implement fully a STATE approved Corrective Action Plan shall result in a payment reduction to be determined by the STATE.

8.3.2 Advance Notice. The STATE shall provide thirty (30) calendar days advance notice to the COUNTY when it intends to withhold or withdraw a payment pursuant to Section 8.3.1 (Non-Compliance). The STATE will schedule a conference to attempt resolve the issue that gave rise to the notice before the imposition of the withholding or withdrawal. After the conference, if there is an impasse, the COUNTY may appeal the STATE's decision as provided by Section 11 of this Cooperative Agreement.

8.4 Disallowances. The STATE shall recover from the COUNTY any state or federal fiscal disallowances or sanctions attributable to actions of the COUNTY, Cooperating Agencies, or the COUNTY's subcontractors. If federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.

8.5 Conditions of Payment. All services and reporting provided by the COUNTY pursuant to this Cooperative Agreement shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, rules and regulations. The STATE reserves the right to suspend, reduce, or terminate the distribution of child support funds to the COUNTY for services or reporting provided pursuant to Section 8.1 of this Cooperative Agreement found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.

8.6 Payment recoupment. The COUNTY must reimburse the STATE upon demand, or the STATE may deduct from future payments made pursuant to this Agreement, any amounts paid by the STATE under this Cooperative Agreement, for which required reports have not been received, or for which the COUNTY's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform the services described in this Cooperative Agreement.

9. Program Operation: Records, Reporting, Monitoring, and Security.

9.1 Record Keeping Requirements. At least forty-five (45) calendar days prior to the effective date of any STATE reporting or record keeping requirement issued after the beginning of the Cooperative Agreement period, the STATE shall provide the COUNTY with written notice of such a proposed reporting or record keeping requirement and allow the COUNTY an opportunity to review and comment on such a requirement. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the STATE without strict compliance with the above-stated notice and comment requirements. However, the STATE shall make reasonable efforts to solicit comments from the COUNTY prior to implementing such record keeping and reporting requirements.

9.2 Records Maintenance. The COUNTY shall maintain such case files, fiscal records, financial statements, and necessary evidences of accounting procedures and

practices sufficient to document the funding received and disbursements made under this Cooperative Agreement.

The COUNTY shall maintain such records, reports, evaluations, or other documents that the STATE specifies are needed for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. These reports must comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

9.3 Records Availability. All records maintained by the COUNTY pursuant to this Cooperative Agreement shall be available to the STATE on request and with adequate notice for inspection, examination, or audit. Except when the STATE determines that unusual or exigent circumstances exist, the STATE will give the COUNTY at least five (5) business days written notice, unless the COUNTY consents to a shorter timeframe. The STATE shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the COUNTY.

9.4 Federal or State Authority to Review Documents. Notwithstanding the above, nothing in this Cooperative Agreement shall be construed to limit, modify or extinguish any federal or state legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the COUNTY or to modify or limit the COUNTY's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.

9.5 Records Security and Access. Access to and confidentiality of all records and reports shall be maintained in compliance with the applicable federal and state laws, including Minnesota Statutes, chapter 13. Each party is responsible for compliance with state and federal data privacy laws and agreements.

10. Annual Audit.

10.1 Compliance with Single Audit Act. All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Office of Budget and Management (OMB) Circular A-133. The COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

10.2 State Audits. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.

10.3 Audit Disallowance.

10.3.1 The COUNTY's Liability. The COUNTY shall be liable for the entire amount of the audit adjustment attributed directly to the COUNTY. If the STATE receives a federal audit adjustment based on a statewide random sample, the actual amount of

a disallowance against the COUNTY shall be determined pursuant to Minnesota Statutes, section 256.01, subdivision 2(r).

10.3.2 Fiscal Sanction. No fiscal sanction shall be taken against the COUNTY unless it is based upon a specific law, regulation, rule, administrative instruction, or program instruction that was: (a) effective during the time period which is being audited, and (b) communicated to the COUNTY head or designee in writing by the STATE or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for sixty (60) calendar days after the date the COUNTY receives written notice of the requirement. The STATE may extend the 60-day hold-harmless period upon COUNTY's proof of hardship. The 60-day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law, federal regulations, or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law, administrative rules, or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the COUNTY's responsibility to implement policies and instructions by their effective dates.

10.4 Audit Adjustments

10.4.1 Audit Adjustment Determination. If, pursuant to an audit under Section 10, it is determined that there is an error in the COUNTY's fiscal and service records for this Cooperative Agreement or previous Cooperative Agreements, the STATE will take steps to recover or otherwise adjust the COUNTY's reimbursement under the Cooperative Agreement. The STATE shall limit the increase or decrease to the audited error and shall confer with the COUNTY before increasing or decreasing the monthly payment for this Cooperative Agreement. The Parties may negotiate the timing and amount of the adjustment at the COUNTY's request.

10.4.2 Payment Adjustments. The Parties shall attempt to negotiate the timing and payment schedule of any adjustments under this Section. The STATE may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

11. Administrative Review. The COUNTY shall be entitled to an administrative review if both of the following occur:

1. The STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement; and
2. The disagreement concerns: (a) reconciliation of claims and reimbursements (review is through STATE conference); (b) any financial audit of the COUNTY as described in this Cooperative Agreement (review is through the audit resolution policy); (c) any compliance review of the County as described in section 8.3; or (d) any federal audit of the COUNTY or the STATE.

11.1 Review Process. The COUNTY's method of resolving any dispute or controversy arising out of or relating to this Cooperative Agreement shall be the complaint process provided in this subsection. The COUNTY may address a written complaint to the CSD Division Deputy Director at the Minnesota Department of Human Services at the following address: CSD Division Deputy Director, 444 Lafayette Road North,

St. Paul, MN 55155. The CSD Division Deputy Director shall respond in writing within ten (10) business days. Time periods may be extended by written agreement of the STATE and the COUNTY. If the COUNTY is not satisfied with the response, the COUNTY may request a review of the decision using the process in Section 11.2.

11.2 Administrative Appeal. If the STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement and a substantial interest of the COUNTY is at risk by an action of the STATE, and the dispute is not resolved in the complaint process described above or in the process described in Section 3.1.1, the COUNTY may then submit the dispute to DHS Division Director of Contracts, Procurement, and Legal Compliance for administrative appeal.

11.2.1 Notice of Demand for Appeal. Notice of a request for an administrative appeal, along with the written appeal and all supporting documentation must be submitted to the Administrative Law Attorney (ALA) at the DHS Office of General Counsel, 444 Lafayette Road, St. Paul, MN. 55164 within thirty (30) calendar days of the response from the CSD Division Deputy Director pursuant to Section 11.1.

11.2.2 Process. The ALA shall within seven (7) business days forward to the CSD Division Deputy Director a copy of the request for appeal and all supporting documentation provided by the COUNTY. The CSD Division Deputy Director shall submit a written response within fourteen (14) business days, along with all supporting documentation to the ALA. A copy of the response and all supporting materials must be sent to the COUNTY. The ALA shall make a determination based on the written submissions, statutes and case law if applicable. The ALA shall then recommend to the DHS Commissioner a course of action in the appeal. The Commissioner or designee shall issue an order affirming, reversing, or modifying the action or decision of the STATE. This order is binding upon the COUNTY and the STATE unless an appeal is filed with the Ramsey County, MN District Court within thirty (30) calendar days of the Commissioner's order.

11.2.3 Policy Disputes; Limited Reimbursement Guarantee. If the ALA finds the following conditions exist:

- 1) The policy or decision has state-wide impact;
- 2) The COUNTY has identified a significant issue that poses a significant risk to the COUNTY; and
- 3) The COUNTY agrees to implement the policy or decision if the STATE reduces the risk to the COUNTY;

Then the ALA may make a recommendation to the Commissioner to direct the reimbursement of direct COUNTY costs, as described below, reasonably related to the legal risk assumed by the COUNTY for complying with the policy or direction.

Direct costs include civil damages, within tort liability limits, the costs of defense in civil litigation, the costs of appeal from district court in family, civil, and criminal cases.

12. General Provisions.

12.1 Lobbying Certification. In conformance with federal law, the authorized COUNTY representative must review and sign either the Certificate Regarding Lobbying form (**Attachment B**) or the Disclosure of Lobbying Activities (**Attachment C**) included in this document.

12.2 Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions.

Pursuant to 45 C.F.R., section 92.35 and Minnesota Statutes, section 161.315, COUNTY certifies 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 State or Federal department or agency.

The COUNTY or any subcontractor must provide immediate written notice to the STATE if at any time the COUNTY or subcontractor learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

12.2.1 Subcontractor Debarment. Pursuant to title 45 C.F.R., section 92.35, and Minnesota Statutes, section 161.315, the COUNTY must require certifications from its subcontractors that none of its subcontractors is presently debarred or suspended by the State or Federal Government, or any State or Federal Departments, commissions, agencies, or political subdivisions. The COUNTY'S agreement to certify all appropriate subcontractors is a material representation upon which the STATE relies in entering into this Cooperative Agreement. The COUNTY shall provide immediate written notice to the STATE if at any time it learns that any debarment certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

The COUNTY must use the appropriate certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in any subcontract, including the Cooperative Arrangement, in which federal money will be or may potentially be used.

Approved Certifications regarding debarment are **Attachment D**.

12.3 Prohibition on Weapons. The COUNTY shall comply with all terms of the Department of Human Services' (DHS) policy prohibiting carrying or possessing weapons wherever and whenever the COUNTY is performing services within the scope of this Cooperative Agreement. This policy, which is located at the business location of the STATE and is available to the COUNTY upon request, is incorporated by reference into this contract. Any violations of this policy by the COUNTY or its employees may be grounds for immediate suspension of the Cooperative Agreement.

Unless otherwise directed by Ramsey County District Court Chief Judge order, the DHS weapons provision does not apply to county attorneys and assistant county attorneys who are permitted to carry firearms in accordance with Minnesota Statutes, section 388.051, subdivision 4 which states: *"Firearms exemption. Notwithstanding section 626.84, subdivision 2, a county attorney, or an assistant county attorney appointed under section 388.10, who lawfully possesses a permit to carry a pistol*

issued in accordance with section 624.714 may possess and carry a firearm while on duty, unless restricted by the county attorney.”

The DHS weapons provision does not apply to peace officers, as defined by Minnesota Statutes, section 626.84, carrying or possessing weapons within the scope of their employment.

12.4 Provisions of Services and Programs.

12.4.1 Funding Limitations. Except as provided in state and federal statutes, the COUNTY shall perform the functions and provide the services within the limits of State and COUNTY appropriations used to match State and federal funds.

12.4.2 COUNTY Funding. Nothing in this Cooperative Agreement shall be construed to require the expenditure of COUNTY funds, except as specifically provided herein and authorized by the Governing Board of the COUNTY.

12.4.3 Lawful Power and Duties. Nothing contained in this Cooperative Agreement shall be construed to supersede the lawful power or duties of the COUNTY. The COUNTY shall carry out its responsibilities under the sections of this Cooperative Agreement through its appropriate COUNTY departments.

12.5 Data Disclosure. Under Minnesota Statutes, section 270C.65, subdivision 3, and other applicable law, the COUNTY consents to disclosure of its Social Security Number, federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies, and to state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws, which could result in action requiring the COUNTY to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. The STATE will not approve this Cooperative Agreement unless these numbers are provided by the COUNTY.

12.6 Liability. To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, the COUNTY shall be responsible for any and all claims or causes of action arising from the performance of this Cooperative Agreement by the COUNTY or COUNTY agents and/or employees. This clause shall not be construed to bar any legal remedies the COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this Cooperative Agreement. The STATE's liability, if any, shall be governed by Minnesota Statutes, section 3.736.

12.7 Voter Registration Requirement. The COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for COUNTY employees and for the public served by the COUNTY.

12.8 Conditions on the Parties' Obligations. This Cooperative Agreement is contingent upon authorization of Minnesota and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the STATE shall serve to terminate this agreement except as further agreed by the Parties hereto.

12.9 Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice of law provisions, governs this Cooperative Agreement, attachments, and

amendments and supplements thereto. Venue for all legal proceedings arising out of this contract, or breach thereof, will be in the state or federal court, without STATE waiving its sovereign immunity, with competent jurisdiction in Ramsey County, Minnesota.

12.10 Severability. If any provision of this Cooperative Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Cooperative Agreement shall remain in full force and effect.

12.11 Assignment, Amendments, Waiver, and Cooperative Agreement Complete.

12.11.1 Assignment. The COUNTY may neither assign nor transfer any rights or obligations under this Cooperative Agreement without the prior consent of the STATE and a fully executed Assignment Agreement, approved by the same Parties who executed and approved this Cooperative Agreement, or their successors in office.

12.11.2 Amendments. Any amendment to this Cooperative Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Cooperative Agreement, or their successors in office.

12.11.3 Waiver. If the STATE fails to enforce any provision of this Cooperative Agreement, that failure does not waive the provision or STATE'S right to enforce it.

12.11.4 Cooperative Agreement Complete. This Cooperative Agreement contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this Cooperative Agreement, whether written or oral, may be used to bind either Party.

12.11.5 Effective Date. The effective date of this Cooperative Agreement for the payment of federal funds is first date of the quarter in which the STATE and the COUNTY obtain all required signatures under Minn. Stat. §16C.05, subd. 2.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
Signature Page Follows**

IN WITNESS WHEREOF, the STATE and the COUNTY have executed this Agreement as of the day and year first above written.

COUNTY NAME: _____ Nicollet _____

NOTE: Date Stamp is included in Electronic Signature.

SIGNATURE of Person Authorized to Execute Agreement on Behalf of County

Jack Kolars

Printed Name

County Board Chair

Title

Cassandra Sassenberg

Digitally signed by Cassandra
Sassenberg
Date: 2023.12.05 14:59:50 -06'00'

SIGNATURE of County Director, Child Support Division or County Director, Human Services Department

Cassandra Sassenberg

Printed Name

Health and Human Services Director

Title

MINNESOTA DEPARTMENT OF HUMAN SERVICES:

SIGNATURE of Interim Director, Minnesota Child Support Division, Children and Family Services, Minnesota Department of Human Services

Michele M. Schreifels

Printed Name

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By _____

(Signature of Official Authorized to Sign Application)

Jack Kolars

County Board Chair

Print Name

Title

For: _____ Nicollet

Name of Provider County

Child Support

Title of County Program

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046
(Reproduced by DCF)

1. Type of Federal Action: ☒ a. cooperative agreement ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year quarter date of last report
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal STATE/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): 	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 	
11. Amount of Payment (check all that apply): \$ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature value		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: 		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Title: Date:	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046
(cont.)

Reporting Entity:

Page

1

of

INSTRUCTIONS FOR COMPLETION OF SF-LLL**DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participant (subcontractor) must certify the following, as required by the regulations implementing Executive Order 12549.

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

Instructions for Certification

1. By signing and submitting this proposal, 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 proposal 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 proposal 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 proposal 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. 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.

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

1. The prospective lower tier participant certifies, by submission of this proposal, 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 proposal.

State of Minnesota – County
Child Support Program
Interagency Cooperative Agreement

CY 2024-2025

**STATE OF MINNESOTA-COUNTY INTERAGENCY COOPERATIVE AGREEMENT
COVERING THE ADMINISTRATION OF CHILD SUPPORT,
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN:**

The Minnesota Department of Human Services, Child Support Division

and

Nicollet

County

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**CY 2024-2025 STATE OF MINNESOTA-COUNTY INTERAGENCY
COOPERATIVE AGREEMENT COVERING THE ADMINISTRATION OF CHILD SUPPORT,
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN:**

The Minnesota Department of Human Services, Child Support Division

And

Nicollet **County**

THIS INTERAGENCY COOPERATIVE AGREEMENT (hereinafter referred to as "Cooperative Agreement") is made and entered into for the period of January 1, 2024, through December 31, 2025, by and between the Minnesota Department of Human Services, Child Support Division, hereinafter referred to as "STATE," and the Governing Board of Nicollet County (hereinafter referred to as "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency"). STATE and COUNTY are hereinafter collectively referred to as "the Parties".

RECITALS

WHEREAS, STATE is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

WHEREAS, COUNTY is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

WHEREAS, the County IV-D Agency is responsible for local operation of child support services under Minnesota Statutes, section 393.07, subdivision 3; and

WHEREAS, the above-referenced entities wish to enter into this Cooperative Agreement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 United States Code (U.S.C.), sections 651 through 699b; and enter this agreement to meet the requirements of 45 Code of Federal Regulations (C.F.R.), sections 303.107 and 302.34.

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the STATE and the COUNTY agree as follows:

COOPERATIVE AGREEMENT

1. Definitions. The following definitions apply to the terms used in this Cooperative Agreement unless the context clearly requires otherwise:

1.1 Administrative Instructions. Administrative instructions are from the STATE to the COUNTY on administrative or financial matters.

- 1.2 Business Day.** Business day means a day on which STATE offices are open for regular business.
- 1.3 Calendar Day.** Calendar day means each day shown on the calendar, including weekends and holidays.
- 1.4 Central Registry.** The Central Registry is the STATE unit of government responsible for receiving, disseminating, and overseeing the processing of all incoming interstate IV-D cases.
- 1.5 Cooperating Agency.** A Cooperating Agency is the County Sheriff or County Attorney who provides child support services for the COUNTY pursuant to a Cooperative Arrangement. "Cooperating Agencies" refers to both the County Sheriff and the County Attorney.
- 1.6 Cooperative Arrangement.** A Cooperative Arrangement is the standard template, which is paired to the Cooperative Agreement as **Attachment A**. This standard template must be used by the COUNTY when securing services from the County Attorney and the County Sheriff for the operation of the IV-D Program.
- 1.7 Cooperative Agreement Manager.** The Cooperative Agreement Manager is the contact person for each of the parties. The STATE's Cooperative Agreement Manager is the official contact with the COUNTY and is responsible for enforcing provisions of the Cooperative Agreement and assuring the provisions are carried out by the COUNTY.
- 1.8 Cooperative Agreement Review Committee (CARC).** The CARC shall be responsible for representing the COUNTY and County Attorney offices in seeking policy dispute resolution under the Cooperative Agreement and Cooperative Arrangement. The CARC members are appointed by the STATE Child Support Division (CSD) Director, in consultation with Counties and County Attorneys, and shall be comprised of three County Directors and three County Attorneys.
- 1.9 County Attorney.** Minnesota County Attorney means the attorney under Minnesota Statutes, chapter 388 and section 393.11, subdivision 2, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.10 County Sheriff.** Minnesota County Sheriff means the sheriff under Minnesota Statutes, chapter 387, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.11 Governing Board of a County.** The Governing Board of a County means the governing body of the local unit of government responsible for the administration of public welfare programs and services, including child support, in the county or multi-county area. This may include County Boards, organized under Minnesota Statutes, chapter 375; local social service agencies, organized under Minnesota Statutes, chapter 393; Hospital Commissions, as empowered by Minnesota Statutes, chapter 393; Human Services Boards, organized under Minnesota Statutes, chapter 402; Service Delivery Authorities, organized under Minnesota Statutes, chapter 402A; or

any other local unit of government which is responsible for the administration of child support enforcement services for the local area.

- 1.12 IV-D Program.** The Minnesota programs provided for by Title IV-D of the federal Social Security Act, 42 C.F.R., sections 651 through 699b, in accordance with the language of Minnesota Statutes, sections 256.741 and Minnesota Statutes, chapter 518A and other state and federal statutes, federal regulations, and controlling court cases in effect during the term of this Cooperative Agreement.
- 1.13 Participant.** A participant is an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.
- 1.14 Parties.** The collective Parties, STATE and COUNTY.
- 1.15 PRISM.** "PRISM" means the Providing Resources to Improve Support in Minnesota system, the statewide child support database and associated programming, which the STATE owns and maintains.
- 1.16 Program Instructions.** Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.
- 1.17 IV-D Program Requirements.** IV-D Program Requirements are the state and federal law requirements of the IV-D program.
- 1.18 State Disbursement Unit (SDU).** "SDU" means the State Disbursement Unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Minnesota Child Support Payment Center (CSPC), located in St. Paul, Minnesota.
- 1.19 User Documentation.** User documentation is material contained in STATE's eMilo and SIR MILO websites and available at www.dhssir.cty.dhs.state.mn.us/PRISM.
- 2. Appointment of Cooperative Agreement Manager.** Each of the parties shall have a Cooperative Agreement Manager. The STATE's Cooperative Agreement Manager is the Child Support Division (CSD) Division Deputy Director or designee. The COUNTY's Cooperative Agreement Manager is the individual responsible for administration of the Cooperative Agreement as designated by the Governing Board of the COUNTY.

2.1 Contact Information for Cooperative Agreement Managers.

STATE: Michele Schreifels, Interim Director Michele.Schreifels@state.mn.us, CSD, 444 Lafayette, 3S, St. Paul, MN, 55155, 651-431-6406, or successor.

COUNTY Cooperative Agreement manager or successor: Name, Phone, E-mail, Address:

Cassandra Sassenberg

(507) 934-8573

cassandra.sassenberg@co.nicollet.mn.us

622 South Front St., St. Peter, MN 56082

3. COUNTY's Duties and Responsibilities. The COUNTY shall:

3.1 General Requirements. Implement and administer the responsibilities specified in this Cooperative Agreement pursuant to the requirements of the IV-D Program. The COUNTY agrees that the functions performed and services provided or purchased by the COUNTY, as specified in this Cooperative Agreement, shall be in accordance with applicable state and federal law, User documentation, STATE and federal Office of Child Support Enforcement (OCSE) published material and correspondence, county messages, state and federally approved corrective action plans, and fiscal audits as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

3.1.1 Policy Conflict. If the STATE issues any of the following items that bring existing policy into question, the COUNTY has ninety (90) calendar days from the date of issuance of the policy or court decision (or 90 calendar days from the date a bill becomes law) to make a written objection to the legal risk associated with the new or changed policy, direction, or law:

- new or changed policy;
- new or changed procedures;
- newly published Court decisions; or
- newly published state or federal law.

Once the STATE receives the written objection, the STATE shall meet with the COUNTY and any other relevant stakeholders. The stakeholders shall attempt to resolve the objection informally. The STATE may agree to reimburse the COUNTY for costs arising from adhering to the STATE's policy or direction as described in section 11.2.3 without resorting to the procedural requirements of section 11. Within thirty (30) days of meeting with COUNTY, the STATE will issue a determination.

Notwithstanding the procedural requirements of section 11, if the Parties do not agree upon an informal resolution, the COUNTY may utilize the formal dispute resolution procedure identified in Section 11.2.

3.2 Provide Services. Provide all appropriate IV-D Program services. These services include, but are not limited to, case intake and assessment; establishment of paternity; location of absent parents; establishment of enforceable basic support obligations; enforcement of payment of child and spousal support obligations; and establishment and enforcement of medical and child care support obligations.

3.2.1 Provide Customer Service. Provide direct customer service by responding to all inquiries from IV-D participants and the general public, including those inquiries related to centralized child support services. The COUNTY shall respond to participant inquiries and complaints referred from the STATE according to the policies and procedure outlined in section 3.1.

3.3 Hold Harmless. Except as provided in section 3.1.1, each Party is responsible for its own acts or omissions while performing the services described in this Cooperative Agreement.

- 3.4 Cooperative Arrangements.** Establish and maintain written Cooperative Arrangements between the COUNTY and other county officials who have a statutory obligation pursuant to 45 C.F.R., section 302.34 to cooperate with the STATE and COUNTY as necessary to provide services required under the IV-D Program in compliance with this Cooperative Agreement.

Counties, County Attorneys, and County Sheriffs must use the standard Cooperative Arrangement, named as **Attachment A**, to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 C.F.R., section 303.107. Administrative reimbursement is available for services provided under a Cooperative Arrangement for the calendar quarter during which the Parties execute the Cooperative Arrangement and for subsequent calendar quarters that the Cooperative Arrangement is in effect. If no signed Cooperative Arrangement is in place for a calendar quarter, no federal reimbursement is available for that calendar quarter.

Submit copies of the signed Cooperative Arrangements to the Child Support Division by February 28, 2024. The STATE must review the Cooperative Arrangements and notify the COUNTY within twenty (20) business days if the Cooperative Arrangement, on its face, fails to meet the minimum specifications required under S policy.

COUNTY shall provide a signed copy of each Cooperative Arrangement to the Child Support Division no later than March 31, 2024, in order to claim IV-D federal financial participation (FFP) reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

If, at any time during the Cooperative Agreement, the COUNTY enters into Cooperative Arrangements with additional cooperating agencies, the COUNTY must immediately send a copy of the new Cooperative Arrangement to the Child Support Division.

The COUNTY may not claim IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter when copies of appropriately signed Cooperative Arrangements are not provided to the Child Support Division by the end of that calendar quarter.

- 3.5 Purchase of Services Agreements.** As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The COUNTY must fully document in the COUNTY records its determination that the amounts are reasonable and necessary. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3 below. STATE supervision of purchase of service agreements is limited to those for which FFP is available under the IV-D regulations.

- 3.6 Notification of Appeals.** With the County Attorney, notify the CSD Division Deputy Director within seven (7) business days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the child support case participants or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.

- 3.6.1 Notice of Substantive Adverse Decisions.** The COUNTY shall also report to the CSD Division Deputy Director any child support orders or judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
- 3.7 Internet Access.** Have and maintain access to the Internet for all of the COUNTY caseworkers.
- 3.8 Provide Information.** Provide any information requested for state and federal program reviews and audits.
- 3.9 Information Technology Security.** Provide for information technology security in accordance with the STATE's policies and procedures.
- 3.9.1 COUNTY Security Officer.** Designate an employee as COUNTY Security Officer or Backup COUNTY Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.
- 3.9.2 Security Policies, Procedures and Guidelines.** Adhere to the STATE's policies and procedures as provided in STATE's:
- Data Practices Manual;
 - Information Policy Standards;
 - Program instructions; and
 - Office of Information Security instructions.
- 3.10 Cooperation with Other Agencies.** Agree that the COUNTY, in administering the requirements of the IV-D Program, will cooperate with other Minnesota county, tribal, and state-operated economic support agencies, and other Minnesota state agencies to the extent authorized by state and federal law.
- 3.11 Providing Resources to Improve Support in Minnesota System (PRISM).** Cooperate with the operation of and to use the Providing Resources to Improve Support in Minnesota System or its successor system (both hereinafter referred to as "PRISM") as agreed upon by the STATE and the COUNTY. The COUNTY and STATE shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Cooperative Agreement. Both Parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The STATE acknowledges its responsibility to maintain PRISM in maximum functional status for the benefit of all COUNTY and state users. The STATE shall take all necessary actions to assure the uninterrupted availability of PRISM during normal business hours.
- 3.11.1 Maintain Automation Equipment.** Maintain and not alter or add to any child support automation equipment that is physically installed by the STATE unless prior approval is given. Any costs incurred by the COUNTY because of STATE approved equipment moves shall be reimbursed per the applicable FFP rate.
- 3.11.2 No Alteration of Software.** Agree that neither COUNTY nor other COUNTY staff persons working under the Cooperative Arrangement for the COUNTY will alter

State of Minnesota provided software or add software programs that will adversely affect child support automation in the COUNTY without the permission of the STATE.

- 3.11.3 Authorized Access to Automation Equipment.** Ensure that all automation equipment connected to the State of Minnesota computer reporting network is not accessible to persons other than those authorized by the COUNTY Security Officer for purposes of program administration and shall specifically limit such access in each Cooperative Arrangement.
- 3.12 Cost-Sharing Allocation Plan.** Reimburse the STATE under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support or program administration.
- 3.13 Maintain PRISM Financial Records.** Be responsible to maintain and update PRISM financial information including the following:
 - 3.13.1 Enter Court Order and Balance Information.** Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.
 - 3.13.2 Receipt and Disbursement (R&D) Adjustments.** Perform adjustments to receipt and disbursement amounts in accordance with the STATE's policies and procedures.
- 3.14 Failure to Maintain PRISM Financial Records.** Be responsible for court-ordered reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to maintain proper PRISM financial records.
- 3.15 Reimbursement for Failure to Follow Policy and Instructions.** Be responsible for reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to follow state and federal laws, Department of Human Services written policy directives, program instructions, or published IV-D directives that are appropriately and timely communicated to the COUNTY by the STATE or in the case of worker error. In the event of a dispute, the COUNTY may follow the procedures under Section 11.
- 3.16 Collections, Receipts, and Disbursements.** Pursuant to program instructions, (1) redirect all child support payments to the CSPC; and (2) forward any child support or other support related payments received by the COUNTY to the CSPC for receipting into PRISM within 24 hours.
- 3.17 Records Maintenance.** Maintain such records, case files, reports, evaluations, documents and accounting procedures and practices that the STATE specifies as necessary for STATE monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to STATE records retention schedules or directives allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. The COUNTY must ensure that these reports comply with STATE reporting instructions. The STATE shall evaluate and monitor

compliance with reporting instructions.

3.18 Confidentiality of Records. Comply with the terms of the Information Privacy and Security Agreement (IPSA) that has been separately executed by the Parties (which is incorporated by reference into and made a part of this Cooperative Agreement) and with any successor agreement thereto, and with all applicable federal and state law governing the privacy and security of personally identifiable information about participants and others (PII). PII includes but is not limited to an individual's name, address, federal tax information (FTI), Social Security Number (SSN), and other private data on individuals (as defined in Minnesota Statutes, section 13.02, subdivision 12), whether maintained on PRISM or elsewhere by the COUNTY. The COUNTY shall develop, maintain, and enforce policies, procedures and appropriate administrative, technical, and physical safeguards to ensure PII is adequately protected against improper access, use, and disclosure. The COUNTY shall also ensure that its employees and subcontractors receive training regarding the requirements of applicable laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, chapter 13 and the Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and Publication 1075), and that its use of PII by employees is appropriately monitored.

3.18.1 Cooperating Agencies and Compliance with Regulations. Ensure that Cooperating Agencies have available all information necessary to perform under the Cooperative Arrangement. The COUNTY will include in the Cooperative Arrangement language that addresses compliance with state and federal privacy and confidentiality laws and regulations. This language shall specify that the cooperating COUNTY will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purposes allowed by federal law, state law, and federal regulations governing the operation of the IV-D Program. The COUNTY and/or COUNTY security staff have the responsibility to ensure that requested access to PRISM meets the requirement of the access being necessary solely for the purposes of administration of the IV-D Program. Any request that does not meet that requirement must be denied at the local level. All requests for PRISM access must be approved by the appropriate County Security Officer before state security staff will process the request.

3.18.2 Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program. In the event that other individuals or other county programs request information from or access to the PRISM system through the COUNTY, the COUNTY shall recommend and grant access only for the purposes allowed by the federal and state law and regulations governing the operation of the IV-D Program. The COUNTY will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the STATE prior to the STATE granting such access. The agreements will address compliance with relevant state and federal privacy and confidentiality laws and regulations specifying that any individual granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D Program. COUNTY and/or COUNTY security staff will have the responsibility to ensure that requested information from or access to PRISM meets the requirement(s) for the purposes of administration of the Child Support Program.

Any request that does not meet that requirement must be denied at the local level. The appropriate COUNTY Security Officer or backup security officer must approve all requests for PRISM access or PRISM information before STATE security staff will process the request. The COUNTY is responsible for ensuring that the third party complies with all data privacy laws and regulations. This provision does not prevent COUNTY from sharing information with case participants, courts, and authorized third parties pursuant to Minnesota Statutes, chapters 256; 257; 518A; 518C; 571; and Minnesota Statutes, section 13.46.

3.18.3 Other Parties Requesting Access to PRISM or PRISM Information. Refer requests for access by third parties to information maintained by the PRISM system for reasons other than the purposes allowed by the federal and state law and regulations governing the operation of the IV-D program to the STATE. If the STATE releases county-specific data, the STATE will notify the COUNTY that is the subject of the request.

3.18.4 Not a “Business Associate Agreement.” This Agreement does not create a “business associate” relationship nor does it constitute a “business associate agreement” as defined in the Health Insurance Portability and Accountability Act (HIPAA).

3.19 Federal Parent Locator Service. Agree to comply with Federal and State privacy laws and regulations and the applicable provisions of the U.S. Department of Health and Human Services’ Office of the Chief Information Officer (HHS-OCIO) Policy for Information Systems Security and Privacy (IS2P) and the Automated Systems for Child Support Enforcement: A Guide for States (Federal Certification Guide). Agree to the required Federal Parent Locator Service (FPLS) cooperative agreement language for ensuring the confidentiality of FPLS, stated below.

The STATE is responsible for the issuance of User Documentation to COUNTY, which communicates the detailed requirements for the confidentiality of FPLS information.

The COUNTY shall to comply with and assume responsibility for compliance by its employees, agents, contractors and subcontractors with the following requirements:

- (1) The COUNTY shall submit requests to the FPLS solely to locate a parent for the purpose of establishing paternity, securing child support, or when applicable, to locate a parent in a paternal kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations.
- (2) The COUNTY shall educate all authorized personnel that access FPLS information on the confidentiality and security requirements of FPLS information, the safeguards required to protect FPLS information and child support program information, and the penalties for non-compliance.
- (3) The COUNTY shall restrict access to FPLS to authorized personnel who need the FPLS information to perform their official duties. The COUNTY must maintain a list of employees, agents, contractors and subcontractors with authorized access.
- (4) The COUNTY shall label all reports containing FPLS and to store all material containing FPLS in a locked container when the material is not in use.

- (5) The COUNTY shall immediately report any incident involving unauthorized access to or disclosure of FPLS information to the STATE.

3.20 IRS Language for General Services. The COUNTY shall comply with all Internal Revenue Service (IRS) procedures and safeguards (26 U.S.C., sections 6103 and 7213). The COUNTY agrees to the required IRS cooperative agreement language for ensuring the confidentiality of IRS information stated below.

The STATE is responsible for the issuance of User Documentation to the COUNTY, which communicates the detailed requirements for the confidentiality of IRS information.

3.20.1 Performance. In performance of this Cooperative Agreement, the COUNTY shall comply with and assume responsibility for compliance by its employees with the following Internal Revenue Service requirements as well as any other IRS requirements set forth in the Data Sharing Agreement:

- (1) All work is under the supervision of the COUNTY or the COUNTY's responsible employees.
- (2) The COUNTY and the COUNTY's employees with access to or who use FTI must meet the background check requirements defined in current STATE policy and background check requirements defined in IRS Publication 1075 when implemented in the state.
- (3) Any federal tax return or return information provided or made available by the IRS must be used only for carrying out the provisions of this Cooperative Agreement. The COUNTY must treat information contained in material provided by the IRS as confidential and not divulge or make it known in any manner to any person except as may be necessary in the performance of this Cooperative Agreement. Disclosure to anyone other than an officer or employee of the COUNTY is prohibited.
- (4) All federal tax returns and return information provided by the IRS must be accounted for upon receipt, and properly stored before, during, and after processing. In addition, all related output must be given the same level of protection as required for the source material.
- (5) The COUNTY certifies that the IRS data processed during the performance of this Cooperative Agreement will be completely purged from all data storage components of its computer facility at the time the work is completed. If immediate purging of all data storage components is not possible, the COUNTY certifies that it safeguards any IRS data remaining as required by law in an appropriate storage component to prevent unauthorized disclosures and completes logging of said data as required by Publication 1075.
- (6) The COUNTY must give the STATE or its designee any spoilage or any intermediate hard copy printout that may result during the processing of IRS data. When this is not possible, the COUNTY is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the STATE or

its designee with a written statement containing the date of destruction, description of material destroyed, and the method used.

- (7) All computer systems processing, storing, or transmitting of Federal tax information provided by the IRS must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) The COUNTY shall not subcontract work involving Federal tax information (FTI) furnished under this Cooperative Agreement without prior written notice to the IRS, pursuant to IRS Publication 1075, Sections 7.4.3 and 11.3. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the STATE's files for review. As part of the certification and, at least annually afterwards, contractors should be advised of the provisions of Internal Revenue Code (IRC) Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy, procedure for reporting unauthorized disclosures, and data breaches. For both the initial certification and the annual certification, the contractor should sign, with either ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- (9) The COUNTY must maintain a list of employees and subcontractors with authorized access. The COUNTY must provide such list to the STATE and, upon request, to the IRS reviewing office.
- (10) The COUNTY shall immediately report to the STATE any incident involving an actual or suspected unauthorized access, use or disclosure of FTI information, in accordance with the requirements provided in User Documentation.
- (11) The STATE has the right to revoke the County's access to federal tax information, including federal tax information on the statewide child support computer system (PRISM) if the COUNTY fails to provide the safeguards described above.

3.20.2 Criminal/Civil Sanctions:

- (1) Each officer or employee of the COUNTY to whom federal tax returns or return information is or may be disclosed will be notified in writing by the COUNTY that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 C.F.R., section 301.6103(n)-1.

- (2) Each officer or employee of the COUNTY to whom federal tax returns or return information is disclosed or may be disclosed shall be notified in writing by the COUNTY that any federal tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Cooperative Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Cooperative Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code sections 7213A and 7431.
- (3) Additionally, it is incumbent upon the COUNTY to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. section 552a. Specifically, 5 U.S.C., section 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C., section 552a(m)(1), provides that any officer or employee of a COUNTY, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

3.20.3 Inspection. The COUNTY will complete a tri-annual COUNTY Inspection Report, administered by the STATE's IV-D program and will remedy any identified issues regarding secure FTI use and storage. The IRS and the STATE, with 24-hour notice, shall have the right to send its officers and employees into the offices of the COUNTY for inspection of the facilities and operations performing any work containing or relating to FTI to determine compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the COUNTY is found to be noncompliant with required safeguards.

3.21 Bonding. In accordance with 45 C.F.R., section 302.19, the STATE is required to ensure that every person who has *access to or control over funds* collected under the program is covered by a bond against loss resulting from employee dishonesty. The COUNTY must bond any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections. Bonding is required due to the ability to access funds in PRISM through financial adjustments.

The COUNTY must have a minimum bonding amount of thirty thousand dollars (\$30,000) per employee. The STATE has determined this amount is sufficient to cover employee dishonesty. If the COUNTY does not have a bonding policy in place, it may establish a self-bonding system to satisfy the bonding requirements.

The minimum bonding amount does not reduce or limit the ultimate liability of the COUNTY for losses of support collections from the STATE's IV-D program.

The STATE will not collect bonding information for individual counties. The COUNTY must maintain all bonding information and is subject to the State Audit.

4. STATE's Duties and Responsibilities. The STATE shall:

4.1 General Requirements. Perform the duties and responsibilities specified in this Cooperative Agreement in accordance with state and federal statutes, federal regulations, and controlling court cases that are in effect during the term of this Cooperative Agreement.

4.2 CSD Memos/Child Support Bulletins. Maintain an index, accessible to COUNTY child support staff and County Attorneys, listing all the current COUNTY child support directives and COUNTY child support bulletins released during the Cooperative Agreement year that apply to the IV-D Program.

4.3 Program Instructions. Provide notification of new pending program instructions, administrative instructions and IV-D requirements within thirty (30) calendar days of first becoming aware of them.

Develop and maintain programs and administrative instructions for administrative and child support activities relating to the IV-D Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes and federal regulations in new program and administrative instructions. The STATE will incorporate such citation in the Child Support User Documentation.

4.3.1 Program Instruction Change. If, after notification of new pending program instructions, the COUNTY reasonably believes that the proposed change will have a significant financial impact on the COUNTY, the COUNTY may request from the STATE a thirty (30) calendar day comment period. The request for a comment period shall be made in writing to the Child Support Division Deputy Director within ten (10) calendar days of the notification of pending program instructions and shall be accompanied by a brief written explanation of the anticipated financial impact on the COUNTY and why the COUNTY believes the impact is significant. The comment period shall be granted if (a) written request is timely made and if (b) the change is not the result of

implementation of state and federal statutes, rules and regulations, court orders, or settlement agreements arising from litigation.

The STATE shall consider the fiscal impact on the COUNTY before implementing the change in requirements. It is not the STATE's intent to unilaterally impose any new, unbudgeted programs on the COUNTY.

- 4.3.2 Reasonable Time Period to Implement.** Allow the COUNTY a reasonable time period in which to fully implement program instructions. Program instructions, which are the result of changes in federal or state laws, rules and regulations or court actions, may be implemented by the STATE in accordance with the implementation timeframes of the federal or state laws, rules and regulations, or court action.
- 4.3.3 Extension of Time Period to Implement.** Allow the COUNTY to request an extension of the time period for implementing program instructions or requirements, which have a significant impact on the COUNTY and are not mandated by state or federal law or court order. The COUNTY may submit documentation of the hardship imposed, and the STATE may grant a reasonable exception to the implementation requirements.
- 4.4 Monitoring.** Have the discretion to monitor the COUNTY's responsibilities as defined in this Cooperative Agreement, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.
- 4.5 Comprehensive Training.** Provide comprehensive statewide training for COUNTY personnel including, but not limited to, new worker training, training related to new initiatives and PRISM enhancement, and other continuing training related to the IV-D Program. Training shall include at least four (4) hours annually focused on diversity, unintended bias, and cultural competence for serving diverse participants. Training programs and curriculum shall be determined in consultation with the County Training Workgroup. Child Support training materials shall be made available to the COUNTY. Provision of classroom training and onsite training is subject to CSD budget limitations.
- 4.6 Information to the Public.** Provide the public with information on the Child Support Program per the requirements of 45 C.F.R., section 302.30.
- 4.7 Standard Cooperative Agreements.** Use the standard Cooperative Agreements that conform to state and federal laws when contracting with counties.
- 4.8 Central Registry.** Provide Central Registry services to counties.
- 4.9 PRISM Maintenance.** Ensure ongoing maintenance of PRISM.
- 4.10 PRISM Enhancement.** Responsible for the modification and enhancement of the PRISM system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports COUNTY program operations and performance improvements. The STATE shall take all necessary actions to modify the IV-A to IV-D (MAXIS/PRISM) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of PRISM.

- 4.11 Ownership of Software.** Retain all ownership rights in any STATE owned software or modifications thereof and associated documentation designed, developed, or installed because of this Cooperative Agreement.
- 4.12 Tax Intercept.** Certify arrears for tax intercept and other certifiable debts using PRISM account balances, as well as receive, distribute, and disburse tax intercept funds centrally through PRISM, and make information available in PRISM and other reports.
- 4.13 New Hire Reporting.** Ensure employer compliance with the reporting requirements under the Work Reporting System, Minnesota Statutes, section 256.998.
- 4.14 Provide Direct Program Assistance to COUNTY.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct program assistance to the COUNTY, including assistance related to child support policy, PRISM processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.
- 4.15 Delegation of Authority.** Delegate to the County Attorney, as set forth in Minnesota Statutes, section 393.11, subdivision 2, its authority to provide IV-D Program legal services by appearing (a) on behalf of COUNTY in the expedited process, (b) in district court, and (c) in appellate court. The STATE shall assist the County Attorney in preparation of appeals as appropriate.
- 4.16 Confidentiality of Records.** Agree to comply with the applicable federal and state laws and STATE regulations concerning confidentiality of participant and PRISM records.

5. Procurement.

- 5.1 Equipment.** The COUNTY may purchase and install equipment in accordance with the STATE's manuals and procedures and industry best practices. The COUNTY shall be responsible for inventory, maintenance, replacement, and security of all such equipment.

The COUNTY shall keep all STATE owned equipment that is located in the COUNTY in a secure place and compensate the STATE for any theft, damage, or other loss of equipment if the STATE's prescribed security precautions have not been met.

6. Allocations.

- 6.1 Standards of Performance and Performance Based Allocation.** The STATE shall specify standards of performance and budget an allocation to the COUNTY as its proportionate share of dollars for performance-based funding. The STATE shall distribute the available incentive funding to counties under Minnesota Statutes, sections 518A.51 and 256.979, subdivision 11.
- 6.2 COUNTY Contribution.** The COUNTY agrees that performance incentives allocated to the COUNTY must be used to supplement and not supplant other funds used to carry out the child support program. The COUNTY shall maintain a minimum county contribution from local budget resources. The minimum COUNTY contribution level for each year is computed with federal fiscal year 1998 as the base year. Under 45 C.F.R., section 305.35, a base amount of spending is determined by subtracting the

amount of federal and state incentive funds earned by the COUNTY program for Federal Fiscal Year 1998 from the total amount expended by the county in the program during the same year.

This Federal Fiscal Year 1998 base year amount plus the last four (4) quarters of federal and state incentive payments earned (calculated on a rolling basis) becomes the COUNTY's estimated minimum reinvestment amount.

The COUNTY must maintain this estimated minimum reinvestment amount of county spending to demonstrate it is supplementing not supplanting. For up-to-date county estimated reinvestment amounts, refer to the Net County Admin [Report](#) available on CountyLink.

At federal fiscal year end, the STATE will reconcile each county's minimum reinvestment amount to their actual federal fiscal year expenditures. Any county whose federal fiscal year expenditures do not exceed their minimum reinvestment amount, will be responsible for the difference. The STATE will reduce their next quarterly incentive payment by that amount.

7. **Funding.** The COUNTY agrees that the obligations of the STATE under this Cooperative Agreement are limited by and contingent upon state and federal legislative authorization and budget appropriations. If, during the term of this Cooperative Agreement, the budget appropriations which fund the STATE, the COUNTY, and services under this Cooperative Agreement are not made, are repealed, or reduced by actions of the Legislature, Congress, or otherwise, the STATE's and the COUNTY's obligations under this Cooperative Agreement will be reduced, suspended, or cancelled, as deemed appropriate at the STATE's sole discretion.
8. **Federal Reimbursement.** The STATE shall reimburse the COUNTY for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the STATE under this Cooperative Agreement are contingent upon:

(a) substantial compliance by the COUNTY of all responsibilities identified in this Cooperative Agreement, and in accordance with state and federal laws; (b) authorization of Minnesota and federal laws and availability of state and federal funds; and (c) approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units.

The COUNTY must certify that any claim for reimbursement through federal financial participation (FFP) complies with the limits on FFP for IV-D expenditures listed in 45 C.F.R., part 304. If the COUNTY has questions about whether or not an expense is eligible for reimbursement, the COUNTY may contact the STATE for guidance.

- 8.1 **County Income Maintenance Claims.** Claims for reimbursement must be submitted electronically pursuant to the requirements of the STATE's cost reporting system. Child Support costs must be reported quarterly on the DHS-2550 Income Maintenance Expense Report and must be submitted via web-based application to the STATE on or before the 20th day of the month following the quarter for which reimbursement is being claimed. If the 20th day of the month falls on a Saturday, the due date for the expenditure report is Friday the 19th; if the 20th is a Sunday, it is due on Monday the 21st.

For all claims submitted timely, the STATE will issue the reimbursement payment by Electronic Fund Transfer. Said reimbursements are subject to reduction and/or recovery as provided in this Cooperative Agreement. Late expenditure reports will be processed in the following quarterly payment cycle.

Reimbursement payments will be made quarterly. The reimbursement payment for each quarter consists of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.1.1 County-wide Indirect Claim. The COUNTY must submit cost allocation plans containing methodology and resulting amounts for eligible countywide indirect expenses incurred in the delivery of the IV-D Program. These plans must be certified by an independent auditing firm and be received by the STATE Financial Operations Division (FOD) by February 15th of each calendar year. Only countywide indirect costs that comply with the limitations of 45 C.F.R., part 304, and other federal and state limitations on indirect cost are eligible expenses.

One-fourth (25%) of the annual Child Support amount from the cost allocation plan will be the eligible county-wide indirect expense amount to be reimbursed each quarter. The reimbursement payment for each quarter will consist of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.2 Adjusted Reimbursement Claims. The COUNTY may submit adjustments to prior quarter DHS-2550 expenditure reports up to one year from the original quarter ending date. Child Support reimbursements resulting from expenditure adjustments for prior quarters will be paid as part of the normal quarterly payment process.

8.3 Non-Compliance. The STATE may withhold or withdraw funds from the COUNTY when it is in non-compliance with this Cooperative Agreement or IV-D Program Requirements subject to the terms of this Cooperative Agreement. The STATE may withhold or withdraw funds if the STATE determines that the activities performed by the COUNTY do not meet state or federal statutes and requirements, following an opportunity for corrective actions as described in Section 8.3.1 (Compliance Review).

If there is a delay or failure to perform when such delay or failure is due to an uncontrollable circumstance that was unforeseeable, the County shall be excused from timely performance because of the uncontrollable circumstance. Uncontrollable circumstances shall include fire, flood, epidemic, wars, acts of God, unusually severe weather, or actions of public authorities that cause an inability to perform work. The COUNTY shall communicate the uncontrollable circumstance to the State as quickly as practical.

The COUNTY will begin performance as soon as the consequences of the uncontrollable circumstance are remedied to such an extent that the COUNTY is able to begin performance.

8.3.1 Compliance Review. The STATE will notify the COUNTY of items that require corrective action and the need for the COUNTY to develop and submit a Corrective Action Plan. The COUNTY must submit its response within ten (10) calendar days of the date of the notice under this section, unless the STATE

approves an extension.

A failure by the COUNTY to implement fully a STATE approved Corrective Action Plan shall result in a payment reduction to be determined by the STATE.

8.3.2 Advance Notice. The STATE shall provide thirty (30) calendar days advance notice to the COUNTY when it intends to withhold or withdraw a payment pursuant to Section 8.3.1 (Non-Compliance). The STATE will schedule a conference to attempt resolve the issue that gave rise to the notice before the imposition of the withholding or withdrawal. After the conference, if there is an impasse, the COUNTY may appeal the STATE's decision as provided by Section 11 of this Cooperative Agreement.

8.4 Disallowances. The STATE shall recover from the COUNTY any state or federal fiscal disallowances or sanctions attributable to actions of the COUNTY, Cooperating Agencies, or the COUNTY's subcontractors. If federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.

8.5 Conditions of Payment. All services and reporting provided by the COUNTY pursuant to this Cooperative Agreement shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, rules and regulations. The STATE reserves the right to suspend, reduce, or terminate the distribution of child support funds to the COUNTY for services or reporting provided pursuant to Section 8.1 of this Cooperative Agreement found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.

8.6 Payment recoupment. The COUNTY must reimburse the STATE upon demand, or the STATE may deduct from future payments made pursuant to this Agreement, any amounts paid by the STATE under this Cooperative Agreement, for which required reports have not been received, or for which the COUNTY's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform the services described in this Cooperative Agreement.

9. Program Operation: Records, Reporting, Monitoring, and Security.

9.1 Record Keeping Requirements. At least forty-five (45) calendar days prior to the effective date of any STATE reporting or record keeping requirement issued after the beginning of the Cooperative Agreement period, the STATE shall provide the COUNTY with written notice of such a proposed reporting or record keeping requirement and allow the COUNTY an opportunity to review and comment on such a requirement. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the STATE without strict compliance with the above-stated notice and comment requirements. However, the STATE shall make reasonable efforts to solicit comments from the COUNTY prior to implementing such record keeping and reporting requirements.

9.2 Records Maintenance. The COUNTY shall maintain such case files, fiscal records, financial statements, and necessary evidences of accounting procedures and

practices sufficient to document the funding received and disbursements made under this Cooperative Agreement.

The COUNTY shall maintain such records, reports, evaluations, or other documents that the STATE specifies are needed for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. These reports must comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

9.3 Records Availability. All records maintained by the COUNTY pursuant to this Cooperative Agreement shall be available to the STATE on request and with adequate notice for inspection, examination, or audit. Except when the STATE determines that unusual or exigent circumstances exist, the STATE will give the COUNTY at least five (5) business days written notice, unless the COUNTY consents to a shorter timeframe. The STATE shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the COUNTY.

9.4 Federal or State Authority to Review Documents. Notwithstanding the above, nothing in this Cooperative Agreement shall be construed to limit, modify or extinguish any federal or state legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the COUNTY or to modify or limit the COUNTY's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.

9.5 Records Security and Access. Access to and confidentiality of all records and reports shall be maintained in compliance with the applicable federal and state laws, including Minnesota Statutes, chapter 13. Each party is responsible for compliance with state and federal data privacy laws and agreements.

10. Annual Audit.

10.1 Compliance with Single Audit Act. All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Office of Budget and Management (OMB) Circular A-133. The COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

10.2 State Audits. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.

10.3 Audit Disallowance.

10.3.1 The COUNTY's Liability. The COUNTY shall be liable for the entire amount of the audit adjustment attributed directly to the COUNTY. If the STATE receives a federal audit adjustment based on a statewide random sample, the actual amount of

a disallowance against the COUNTY shall be determined pursuant to Minnesota Statutes, section 256.01, subdivision 2(r).

10.3.2 Fiscal Sanction. No fiscal sanction shall be taken against the COUNTY unless it is based upon a specific law, regulation, rule, administrative instruction, or program instruction that was: (a) effective during the time period which is being audited, and (b) communicated to the COUNTY head or designee in writing by the STATE or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for sixty (60) calendar days after the date the COUNTY receives written notice of the requirement. The STATE may extend the 60-day hold-harmless period upon COUNTY's proof of hardship. The 60-day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law, federal regulations, or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law, administrative rules, or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the COUNTY's responsibility to implement policies and instructions by their effective dates.

10.4 Audit Adjustments

10.4.1 Audit Adjustment Determination. If, pursuant to an audit under Section 10, it is determined that there is an error in the COUNTY's fiscal and service records for this Cooperative Agreement or previous Cooperative Agreements, the STATE will take steps to recover or otherwise adjust the COUNTY's reimbursement under the Cooperative Agreement. The STATE shall limit the increase or decrease to the audited error and shall confer with the COUNTY before increasing or decreasing the monthly payment for this Cooperative Agreement. The Parties may negotiate the timing and amount of the adjustment at the COUNTY's request.

10.4.2 Payment Adjustments. The Parties shall attempt to negotiate the timing and payment schedule of any adjustments under this Section. The STATE may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

11. Administrative Review. The COUNTY shall be entitled to an administrative review if both of the following occur:

1. The STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement; and
2. The disagreement concerns: (a) reconciliation of claims and reimbursements (review is through STATE conference); (b) any financial audit of the COUNTY as described in this Cooperative Agreement (review is through the audit resolution policy); (c) any compliance review of the County as described in section 8.3; or (d) any federal audit of the COUNTY or the STATE.

11.1 Review Process. The COUNTY's method of resolving any dispute or controversy arising out of or relating to this Cooperative Agreement shall be the complaint process provided in this subsection. The COUNTY may address a written complaint to the CSD Division Deputy Director at the Minnesota Department of Human Services at the following address: CSD Division Deputy Director, 444 Lafayette Road North,

St. Paul, MN 55155. The CSD Division Deputy Director shall respond in writing within ten (10) business days. Time periods may be extended by written agreement of the STATE and the COUNTY. If the COUNTY is not satisfied with the response, the COUNTY may request a review of the decision using the process in Section 11.2.

11.2 Administrative Appeal. If the STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement and a substantial interest of the COUNTY is at risk by an action of the STATE, and the dispute is not resolved in the complaint process described above or in the process described in Section 3.1.1, the COUNTY may then submit the dispute to DHS Division Director of Contracts, Procurement, and Legal Compliance for administrative appeal.

11.2.1 Notice of Demand for Appeal. Notice of a request for an administrative appeal, along with the written appeal and all supporting documentation must be submitted to the Administrative Law Attorney (ALA) at the DHS Office of General Counsel, 444 Lafayette Road, St. Paul, MN. 55164 within thirty (30) calendar days of the response from the CSD Division Deputy Director pursuant to Section 11.1.

11.2.2 Process. The ALA shall within seven (7) business days forward to the CSD Division Deputy Director a copy of the request for appeal and all supporting documentation provided by the COUNTY. The CSD Division Deputy Director shall submit a written response within fourteen (14) business days, along with all supporting documentation to the ALA. A copy of the response and all supporting materials must be sent to the COUNTY. The ALA shall make a determination based on the written submissions, statutes and case law if applicable. The ALA shall then recommend to the DHS Commissioner a course of action in the appeal. The Commissioner or designee shall issue an order affirming, reversing, or modifying the action or decision of the STATE. This order is binding upon the COUNTY and the STATE unless an appeal is filed with the Ramsey County, MN District Court within thirty (30) calendar days of the Commissioner's order.

11.2.3 Policy Disputes; Limited Reimbursement Guarantee. If the ALA finds the following conditions exist:

- 1) The policy or decision has state-wide impact;
- 2) The COUNTY has identified a significant issue that poses a significant risk to the COUNTY; and
- 3) The COUNTY agrees to implement the policy or decision if the STATE reduces the risk to the COUNTY;

Then the ALA may make a recommendation to the Commissioner to direct the reimbursement of direct COUNTY costs, as described below, reasonably related to the legal risk assumed by the COUNTY for complying with the policy or direction.

Direct costs include civil damages, within tort liability limits, the costs of defense in civil litigation, the costs of appeal from district court in family, civil, and criminal cases.

12. General Provisions.

12.1 Lobbying Certification. In conformance with federal law, the authorized COUNTY representative must review and sign either the Certificate Regarding Lobbying form (**Attachment B**) or the Disclosure of Lobbying Activities (**Attachment C**) included in this document.

12.2 Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions.

Pursuant to 45 C.F.R., section 92.35 and Minnesota Statutes, section 161.315, COUNTY certifies 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 State or Federal department or agency.

The COUNTY or any subcontractor must provide immediate written notice to the STATE if at any time the COUNTY or subcontractor learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

12.2.1 Subcontractor Debarment. Pursuant to title 45 C.F.R., section 92.35, and Minnesota Statutes, section 161.315, the COUNTY must require certifications from its subcontractors that none of its subcontractors is presently debarred or suspended by the State or Federal Government, or any State or Federal Departments, commissions, agencies, or political subdivisions. The COUNTY'S agreement to certify all appropriate subcontractors is a material representation upon which the STATE relies in entering into this Cooperative Agreement. The COUNTY shall provide immediate written notice to the STATE if at any time it learns that any debarment certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

The COUNTY must use the appropriate certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in any subcontract, including the Cooperative Arrangement, in which federal money will be or may potentially be used.

Approved Certifications regarding debarment are **Attachment D**.

12.3 Prohibition on Weapons. The COUNTY shall comply with all terms of the Department of Human Services' (DHS) policy prohibiting carrying or possessing weapons wherever and whenever the COUNTY is performing services within the scope of this Cooperative Agreement. This policy, which is located at the business location of the STATE and is available to the COUNTY upon request, is incorporated by reference into this contract. Any violations of this policy by the COUNTY or its employees may be grounds for immediate suspension of the Cooperative Agreement.

Unless otherwise directed by Ramsey County District Court Chief Judge order, the DHS weapons provision does not apply to county attorneys and assistant county attorneys who are permitted to carry firearms in accordance with Minnesota Statutes, section 388.051, subdivision 4 which states: *"Firearms exemption. Notwithstanding section 626.84, subdivision 2, a county attorney, or an assistant county attorney appointed under section 388.10, who lawfully possesses a permit to carry a pistol*

issued in accordance with section 624.714 may possess and carry a firearm while on duty, unless restricted by the county attorney.”

The DHS weapons provision does not apply to peace officers, as defined by Minnesota Statutes, section 626.84, carrying or possessing weapons within the scope of their employment.

12.4 Provisions of Services and Programs.

12.4.1 Funding Limitations. Except as provided in state and federal statutes, the COUNTY shall perform the functions and provide the services within the limits of State and COUNTY appropriations used to match State and federal funds.

12.4.2 COUNTY Funding. Nothing in this Cooperative Agreement shall be construed to require the expenditure of COUNTY funds, except as specifically provided herein and authorized by the Governing Board of the COUNTY.

12.4.3 Lawful Power and Duties. Nothing contained in this Cooperative Agreement shall be construed to supersede the lawful power or duties of the COUNTY. The COUNTY shall carry out its responsibilities under the sections of this Cooperative Agreement through its appropriate COUNTY departments.

12.5 Data Disclosure. Under Minnesota Statutes, section 270C.65, subdivision 3, and other applicable law, the COUNTY consents to disclosure of its Social Security Number, federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies, and to state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws, which could result in action requiring the COUNTY to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. The STATE will not approve this Cooperative Agreement unless these numbers are provided by the COUNTY.

12.6 Liability. To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, the COUNTY shall be responsible for any and all claims or causes of action arising from the performance of this Cooperative Agreement by the COUNTY or COUNTY agents and/or employees. This clause shall not be construed to bar any legal remedies the COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this Cooperative Agreement. The STATE's liability, if any, shall be governed by Minnesota Statutes, section 3.736.

12.7 Voter Registration Requirement. The COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for COUNTY employees and for the public served by the COUNTY.

12.8 Conditions on the Parties' Obligations. This Cooperative Agreement is contingent upon authorization of Minnesota and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the STATE shall serve to terminate this agreement except as further agreed by the Parties hereto.

12.9 Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice of law provisions, governs this Cooperative Agreement, attachments, and

amendments and supplements thereto. Venue for all legal proceedings arising out of this contract, or breach thereof, will be in the state or federal court, without STATE waiving its sovereign immunity, with competent jurisdiction in Ramsey County, Minnesota.

12.10 Severability. If any provision of this Cooperative Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Cooperative Agreement shall remain in full force and effect.

12.11 Assignment, Amendments, Waiver, and Cooperative Agreement Complete.

12.11.1 Assignment. The COUNTY may neither assign nor transfer any rights or obligations under this Cooperative Agreement without the prior consent of the STATE and a fully executed Assignment Agreement, approved by the same Parties who executed and approved this Cooperative Agreement, or their successors in office.

12.11.2 Amendments. Any amendment to this Cooperative Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Cooperative Agreement, or their successors in office.

12.11.3 Waiver. If the STATE fails to enforce any provision of this Cooperative Agreement, that failure does not waive the provision or STATE'S right to enforce it.

12.11.4 Cooperative Agreement Complete. This Cooperative Agreement contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this Cooperative Agreement, whether written or oral, may be used to bind either Party.

12.11.5 Effective Date. The effective date of this Cooperative Agreement for the payment of federal funds is first date of the quarter in which the STATE and the COUNTY obtain all required signatures under Minn. Stat. §16C.05, subd. 2.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
Signature Page Follows

IN WITNESS WHEREOF, the STATE and the COUNTY have executed this Agreement as of the day and year first above written.

COUNTY NAME: _____ Nicollet

NOTE: Date Stamp is included in Electronic Signature.

SIGNATURE of Person Authorized to Execute Agreement on Behalf of County

Jack Kolars

Printed Name

County Board Chair

Title

Cassandra Sassenberg

Digitally signed by Cassandra
Sassenberg
Date: 2023.12.05 14:59:50 -06'00'

SIGNATURE of County Director, Child Support Division or County Director, Human Services Department

Cassandra Sassenberg

Printed Name

Health and Human Services Director

Title

MINNESOTA DEPARTMENT OF HUMAN SERVICES:

SIGNATURE of Interim Director, Minnesota Child Support Division, Children and Family Services, Minnesota Department of Human Services

Michele M. Schreifels

Printed Name

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" (Attachment C), in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By _____
(Signature of Official Authorized to Sign Application)

Jack Kolars
Print Name

County Board Chair
Title

For: _____
Nicollet
Name of Provider County

Child Support
Title of County Program

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046
(Reproduced by DCF)

1. Type of Federal Action: ☒ a. cooperative agreement ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year quarter date of last report
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal STATE/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): 	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): 	
11. Amount of Payment (check all that apply): \$ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: 	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature value		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: 		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: Print Name: Title: Date:	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

0348-0046
(cont.)

Reporting Entity:

Page

1

of

INSTRUCTIONS FOR COMPLETION OF SF-LLL**DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participant (subcontractor) must certify the following, as required by the regulations implementing Executive Order 12549.

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

Instructions for Certification

1. By signing and submitting this proposal, 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 proposal 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 proposal 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 proposal 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. 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.

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

1. The prospective lower tier participant certifies, by submission of this proposal, 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 proposal.

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: County, City, Tribal, and State Health and Human Services Worker Day Proclamation		
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: 12/12/2023 Item Type: Regular Agenda (Select One)	
		Attachments: ☒ Yes ☐ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: Each year, the Governor has proclaimed the second Wednesday of December to be County, City, Tribal, and State Health and Human Services Worker Day. This is done to value the dedication of these workers in improving health, protecting the vulnerable, and providing outstanding services to the people of Minnesota. This year, that date falls on December 13, 2023.		
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) 12/2022		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Proclamation of Wednesday, December 13, 2023 as County, City, Tribal and State Health and Human Services Worker Day.		
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify:	FUNDING County Dollars = State (Select One)	
FTE IMPACT: No FTE change (Select One)	Total:	
If "Increase or "Decrease," specify: Related Financial/FTE Comments:		



HEALTH AND HUMAN SERVICES WORKER DAY PROCLAMATION



WHEREAS, County, city, tribal and state health and human services workers are dedicated to improving health, protecting the vulnerable, and providing outstanding public services to the people of Minnesota through their prevention efforts, administration of programs and provision of services; and

WHEREAS, County, city, tribal, and state health and human services workers are responsible for the prudent expenditure of millions of dollars annually and must meet the highest standards of job performance in program and services delivery; and

WHEREAS, the duties performed by county, city, tribal, and state health and human services workers require that they demonstrate a variety of skills in order to provide services to clients, communities, and the general public; and

WHEREAS, the nature of federal and state legislation necessitates that county, city, tribal and state health and human services workers continually expand their knowledge, skills, and expertise related to their professions and the needs to the communities they serve; and

WHEREAS, Nicollet County recognizes the valuable public services that county, city, tribal and state health and human services workers perform each and every day for the health, prevention, and protection of Minnesotans.

NOW, THEREFORE BE IT RESOLVED that the Nicollet County Board of Commissioners proclaim Wednesday, December 13, 2023, as

COUNTY, CITY, TRIBAL AND STATE HEALTH AND HUMAN SERVICES WORKER DAY

Dated: December 12, 2023

Jack Kolars, 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: Veterans Services Van - Request to Sell				
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: 12/12/2023 Item Type: Regular Agenda (Select One) Attachments: ☐ Yes ☒ No			
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)				
BACKGROUND/JUSTIFICATION: The Veterans Services Office has a 2006 Ford full-size van that was purchased in September of 2005 for transportation service to and from the Minneapolis VA Medical Center. The van was purchased entirely with donated funds that are part of a restricted fund balance for the purchase of vehicles for the Veterans Services Office. The transportation program no longer has demand for a full-size vehicle, as the average trip transports between one and three Veterans. The minivan currently utilized for these trips is sufficient, cost-effective, and preferred by volunteer drivers. The remaining van program fund balance will be utilized for the purchase of a new minivan in 2024, which was included in the 2024 Capital Improvement Plan. At this time, we are seeking permission to sell the 2006 full-size van on a government auction site and that the money received at the time of sale be returned to the restricted fund balance for the purchase of future vehicles for the Veterans Services Office.				
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: Sale of the Veterans Services van and receipt of funds into the restricted Veterans Service Office fund balance for the purchase of future vehicles.				
<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: 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 County Dollars = State (Select One) Total: </td> </tr> </table>			FISCAL IMPACT: Included 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 = State (Select One) Total:
FISCAL IMPACT: Included 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 = State (Select One) Total:			

Nicollet County Board of Commissioners

Board Meeting Agenda Item



Agenda Item: County Priorities for Housing Developments and Exceptions to the Foster Care/Community Residential Setting Moratorium				
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: 12/12/2023 Item Type: Regular Agenda (Select One) Attachments: ☐ Yes ☒ No			
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)				
BACKGROUND/JUSTIFICATION: Minnesota's moratorium on corporate foster care and community residential setting development, which began in 2009, created a need for counties to be planful and organized in their management of beds to ensure utilization aligns with local goals and priorities. The County's role in the process is to decide whether to recommend requested developments and authorize the use of Housing Support, a State-funded program that provides an income supplement each month to pay for rent, food, and other allowable expenses. The County is additionally responsible for licensing, monitoring quality of services, completing annual assessments, and providing economic support services. In 2021, following an increase in the number of new developments within the County, Health and Human Services developed an application process and implemented a multidisciplinary Housing Committee. To assist the Housing Committee in making decisions about newly requested developments, a set of County priorities have been identified. The identified priorities are focused on housing developments and programs that are created to meet the needs of Nicollet County residents or to meet identified gaps within Nicollet County or the region, sites that allow individuals to live as independently as possible, providers who will serve individuals with complex rental histories, and providers who offer person-centered services.				
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 County's identified Housing Priorities and Procedures for the Management of Corporate Foster Care and Community Residential Setting Developments.				
<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: 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 County Dollars = State (Select One) Total: </td> </tr> </table>			FISCAL IMPACT: Included 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 = State (Select One) Total:
FISCAL IMPACT: Included 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 = State (Select One) Total:			



Management of Corporate Foster Care and Community Residential Setting Developments

Minnesota's [moratorium on corporate foster care and community residential setting development](#), which began in 2009, created a need to manage the County's beds in a planful and organized manner to ensure utilization aligns with the County's preference to support people in the most integrated setting possible. When changes in capacity are requested, Nicollet County must gather information and then decide of whether or not to recommend the change to the Department of Human Services (DHS).

The procedures outlined in this document support consistent practices that adhere to the County's goals and priorities. They outline the steps and criteria that must be met by foster care providers, case managers, licensors, etc. for Nicollet County to make its determination and recommendation to DHS regarding the opening, closure or movement of corporate foster care beds. Decisions are made by the multidisciplinary housing committee which meets monthly.

1. Opening of new, exception beds

- A. Individuals moving into corporate foster care sites today have complex support needs and numerous barriers. For those who are unable to secure a provider able to meet their needs and preferences, the moratorium allows for exceptions, although they are uncommon.
- B. The Home and Community Based Services Supervisor is Nicollet County's designated Moratorium Liaison. The Moratorium Liaison makes all decisions in collaboration with the County's multidisciplinary housing committee and communicates with DHS.

2. Criteria for moratorium exception beds:

Nicollet County will consider recommending a bed be allocated for a specific person or a systemic need when the following criteria have been met:

- A. All other options, including less restrictive settings and other types of residential services were extensively explored with the person/guardian through a person-centered and informed choice process.
- B. The person was referred to residential providers that had the potential of being a good fit for the person, and the person was denied by numerous providers.
- C. The case manager/team extensively consulted with program supervisors and licensing team.
- D. Person is choosing to live in Nicollet County due to their existing connection to the area and the location is not driven by a provider or lack of local resources in person's preferred area. Examples include proximity to family/caregivers and current employment in the area, etc.
- E. The provider has the skills to safely support the person's needs and is in good standing with Nicollet County and DHS licensing.
- F. Repurposed beds from closures are first prioritized for high needs individuals whose County of Financial Responsibility is Nicollet.
- G. The bed or site enhances the County's system capacity to meet the emerging needs of its residents in the most integrated setting.
- H. Providers awarded beds agree to fill future bed vacancies with people who are Nicollet County's Financial Responsibility first.

3. Closure of beds

Nicollet County expects corporate foster care providers notify their county licensor as soon as they have made the decision to close beds. Depending on the situation, the licensor and/or Moratorium

Liaison will work with provider to complete the required documentation and informed choice processes with resident teams.

A. Partial closure:

- a. Moratorium Liaison will work with the provider to close a bed(s) if they have been vacant for several months. Rates for remaining residents may be impacted when capacity is reduced so the provider will work through that process with all resident teams.

B. Closure of all beds at a CRS/CFRS:

- a. Moratorium Liaison will work with the provider to close the setting.
- b. If residents are being displaced, providers must give case managers adequate time to engage in person-centered planning processes with residents/guardians. As per 245D, providers must give 60 days' notice and should be flexible with the closing date.
- c. The provider will keep the county licensor informed on the status of resident departures.

4. Other types of changes

Providers sometimes make business decisions that impact the foster care residents in their home(s). Nicollet County must issue a recommendation to DHS for these situations as well.

A. Change of premise (i.e. moving beds from one location to another):

- a. The provider will notify the County licensor and Moratorium Liaison prior to commencing a housing search (i.e. moving all the beds at one site) or planning for a capacity increase (i.e. moving a bed from one home to another licensed home).
- b. Providers will gather input from the residents' case managers and factor those preferences into their planning and/or housing search.
- c. County case managers will use this change as an opportunity to explore other housing and service options that can meet the person's needs and preferences.
- d. The Moratorium Liaison will consult with all parties to confirm that a person-centered process was adhered to before submitting a recommendation of proposed changes to DHS.

B. Change of ownership (i.e. sale of company):

- a. The provider will notify the County licensor and Moratorium Liaison when they have decided to explore a sale. Sales require the existing corporate foster care licenses/beds be closed and new license be issued to the new owner/provider.
- b. Case managers will use this change as an opportunity to explore other housing and service options that can meet the person's needs and preferences.
- c. The County will only recommend the proposed changes if it has reason to believe the new provider will be able to successfully serve the residents choosing to remain. The Moratorium Liaison will consult with all parties and submit the required documentation to DHS.
- d. The new provider must apply for a new license and meet the applicable licensing requirements. Additionally, the County requires the provider to complete a new provider housing support application.



Nicollet County Housing Priorities

- A. Nicollet County wants to maximize choice and community integration for individuals served by housing developments and/or programming by having:**
- a) Available, accessible, and affordable housing sites throughout Nicollet County to decrease the likelihood our residents need to move outside of the County to find housing
 - b) Diversity of services, settings and providers that can meet the needs of our residents
 - c) Experienced providers who specialize in working with underserved or underrepresented populations
- B. To achieve these goals, Nicollet County has established the following priorities to be used as a guide when evaluating housing developments and programs in the County:**
- a) Housing developments and programs that are developed to meet the needs of Nicollet County residents
 - b) Housing developments and programs that are in alignment with county priorities and goals, and that promote linkages to other community services such as affordable housing, transit, employment, education, and other supportive services and resources
 - c) Housing developments and programs that are developed to meet an identified need or gap in programming and resources (services, housing, target population, etc.) within Nicollet County and/or the region
 - d) Sites that allow individuals to live as independently and autonomously as possible
 - e) Providers who will serve individuals with complex rental histories and needs
 - f) Providers who offer person-centered services
- C. Additional Considerations**
- a) Agency experience of positive programming and service delivery in Nicollet County or the region
 - i) If a provider is new to Nicollet County, no new developments will be considered for a minimum of six months following the approval of the first development, with no more than two developments within 12 months
 - d) Capacity of the agency to implement the programming with the target population
 - e) Capacity of the County and community resources to support the development or program
 - f) Size and/or location of the proposed development or program
 - g) Housing developments and programs that are developed to house and/or serve at least 50% enrollment with Nicollet County residents
 - h) Housing developments and programs that are developed to house and/or serve residents that have a strong connection to Nicollet County
 - i) A strong connection may include being part of a regional initiative or having family or other care giver supports in Nicollet County

NICOLLET
COUNTY EST. 1853

Agenda Item: AgBMP Low Interest Loan Project - Septic Lien		
Primary Originating Division/Dept.: Property Services		Meeting Date: 12/12/2023
Contact: Jaci Kopet	Title: PPSD Director	Item Type: Regular Agenda (Select One)
Amount of Time Requested: 5 minutes		
Presenter: Jaci Kopet		Title: PPSD Director
		Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Programs and Services - deliver value-added quality services		
BACKGROUND/JUSTIFICATION: Attached is a resolution for your consideration that would add special assessments to multiple parcels for those utilizing the AgBMP Loan Program for septic funding. The specific parcels, amounts, and terms of the assessments are listed on the resolution. Special assessment will be applied to the property taxes beginning in 2024.		
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 resolution.		
FISCAL IMPACT: Other (Select One) If "Other", specify:		FUNDING County Dollars = State (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		Total:



**RESOLUTION
OF THE NICOLLET COUNTY BOARD OF COMMISSIONERS
REGARDING AGBMP LOAN PROGRAM LIENS**



WHEREAS, Nicollet County has agreed to execute a program whereby the Minnesota Department of Agriculture AgBMP Loan Program funds are made available to residents of Nicollet County with the loan amount being repaid to the County through the attachment of a lien on the property benefiting, and;

WHEREAS, certain loans have been finalized and the liens have been processed to be assigned to the properties:

NOW, THEREFORE BE IT RESOLVED that the Nicollet County Board of Commissioners do hereby authorize the placement of liens on the properties listed below:

AgBMP LIEN ATTACHMENT #12

PARCEL #	ACTUAL COST	LIEN DATE	REPAYMENT TERM	INTEREST RATE
01.019.0700	\$21,678.00	6/05/2023	10 years	3%
04.025.0900	\$15,900.00	8/07/2023	10 years	3%
04.310.0305	\$17,900.00	8/14/2023	10 years	3%
06.011.0500	\$23,524.06	9/12/2023	10 years	3%

Dated this 12th day of December, 2023

Jack Kolars, Board 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:		
2024 Elected Officials Compensation and Per Diem Resolution		
Primary Originating Division/Dept.: Administration	Meeting Date: 12/12/2023	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: ☒ Yes ☐ No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: Minnesota State Statutes require the County Board to establish by resolution the salary and per diem rate for elected officials for the coming year. The attached resolution includes a 3% wage increase (same as applied to the county staff wage scale) for the commissions, the salaries for the Sheriff and County Attorney, and the per diem rate of \$70/day.		
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) December 13, 2022		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the 2024 Elected Officials Compensation and Per Diem Resolution as presented.		
FISCAL IMPACT: Included in current budget (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	\$



2024 NICOLLET COUNTY ELECTED OFFICIALS COMPENSATION AND PER DIEM RESOLUTION



WHEREAS, the Nicollet County Board of Commissioners annually establishes compensation and per diems for elected officials; and

WHEREAS, Minn. Stat. §375.055 states that the county commissioners in all counties except Hennepin and Ramsey, shall receive as compensation for services rendered by them for their respective counties, annual salaries and in addition may receive per diem payments and reimbursement for necessary expenses in performing the duties of the office as set by resolution of the county board with the salary and schedules of per diem payments not being effective until January 1 of the next year; and

WHEREAS, Minn. Stat. §387.20 and §388.18 states that the county board annually shall set by resolution the salary of the county sheriff and county attorney; and

WHEREAS, the proposed 2024 Nicollet County budget includes a 3% general wage scale increase.

NOW THEREFORE BE IT RESOLVED, that the Nicollet County Board of Commissioners does hereby adopt the following for 2024:

1. The Nicollet County Board of Commissioners salary will be \$38,588.95 in 2024 with the chairperson of the Board receiving an additional \$1,500 annually for duties related to that position.
2. The Nicollet County Board and laypersons serving on county committees, which have been approved by the County Board, are approved to receive per diems in the amount of \$70.00/day.
3. The salary for the Nicollet County Attorney in 2024 is set at \$165,000.
4. The salary for the Nicollet County Sheriff in 2024 is set at \$165,000.

Dated this 12th day of December, 2023

Jack Kolars, 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: 2024 Levy Resolution		
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Administrator Amount of Time Requested 5 minutes Presenter: Mandy Landkamer Title: County Administrator	Meeting Date: 12/12/2023 Item Type: Regular Agenda (Select One)	
Attachments: ☒ Yes ☐ No		
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: Consideration of the attached resolution setting the 2024 Nicollet County net property tax levy at \$26,410,973 or a 3.5% from the 2023 net property tax levy.		
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) September 26, 2023		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the 2024 Nicollet County Tax Levy Resolution as presented.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = \$26,410,973 Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total \$26,410,973	



**2024 NICOLLET COUNTY
PROPERTY TAX LEVY RESOLUTION**



WHEREAS, the Nicollet County Board of Commissioners annually adopts a budget; and

WHEREAS, property tax revenues are needed to balance said budget; and

WHEREAS, the 2024 Nicollet County budget was prepared with input from all department heads and Nicollet County Board members; and

WHEREAS, on September 26, 2023, the County Board set the 2024 preliminary tax levy of \$26,410,973 which is a 3.5% increase of the 2023 property tax levy; and

WHEREAS, a budget meeting was held on December 7, 2023, to take public comment on the proposed 2024 budget and tax levy.

NOW THEREFORE BE IT RESOLVED, that on December 12, 2023, the Nicollet County Board hereby approves the 2024 net property tax levy for Nicollet County, as follows:

Revenue Fund:	
Administrative Services	\$3,851,988
Property & Public Services	\$2,998,180
Criminal Justice Services	\$8,421,478
Economic Development/Service Appropriations	\$261,370
Special Levy: HRA	\$117,740
Special Levy: Library	\$120,088
Total Revenue Fund	\$15,770,844
 Road & Bridge Fund	 \$2,330,992
 Health & Human Services Fund	 \$6,310,664
 Bonded Debt Fund	 \$1,998,473
 TOTAL	 \$26,410,973

Dated this 12th day of December, 2023

Jack Kolars, 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: 2024 Budget Resolution		
Primary Originating Division/Dept.: Administration Contact: Mandy Landkamer Title: County Administrator Amount of Time Requested 5 minutes Presenter: Mandy Landkamer Title: County Administrator	Meeting Date: 12/12/2023 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: Consideration of the attached resolution setting the 2024 Nicollet County budget at \$56,929,105.		
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 2024 Nicollet County Budget Resolution as presented.		
FISCAL IMPACT: Included in current budget (Select One) If "Other", specify	FUNDING County Dollars = \$26,410,973 Other \$30,518,132 (Select One) Total \$56,929,105	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:		



2024 NICOLLET COUNTY BUDGET RESOLUTION



WHEREAS, the Nicollet County Board annually adopts a budget; and

WHEREAS, the 2024 Nicollet County budget was prepared with input from all department heads and Nicollet County Board members; and

WHEREAS, a budget meeting was held on December 7, 2023, to take public comment on the proposed 2024 budget and tax levy.

NOW THEREFORE BE IT RESOLVED, that on December 12, 2023, the Nicollet County Board hereby approves the 2024 budget in the amount of \$56, 929,105.

REVENUES

Tax Levy-Property	26,410,973
Tax Levy-(County Program Aid)	2,437,898
Taxes-Delinquent & Misc	184,000
Taxes-Wheelage & Add'l Sales Tax	2,570,000
Special Assessment-(Recycling)	300,000
Licenses and Permits	80,324
Intergovernmental	
Federal	8,070,391
State	9,924,739
Other	777,342
Charges for Services	2,919,920
Fines and forfeits	16,000
Interest and Investments	202,900
Gifts and Donations	2,500
Miscellaneous	596,300

OTHER SOURCES

Budgeted Use of Unrestricted Fund Balance	2,359,318
Budgeted Use of Restricted Fund Balance	76,500

TOTAL REVENUES

AND OTHER SOURCES	56,929,105
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EXPENDITURES

General Public	16,396,044
Public Safety	8,643,998
Highway And Streets	11,584,557
Sanitation	317,800
Health & Human Services	16,250,125
Culture and Recreation	130,050
Conservation/Natural Resources	617,867
GO Debt Service	1,903,355
Transit	10,600
Economic Development	115,204
Housing Redevelopment Authority	117,740
Intergovernment-Regional Library	120,088

OTHER SOURCES:

Designated Future Funds-Debt Services	95,118
Designated Future Funds-General Government	257,500
Designated Future Funds-Health Insurance	369,059

TOTAL EXPENDITURES**AND OTHER SOURCES**

56,929,105

Dated the 12th day of December, 2023

Jack Kolars, 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:		
2024 Fee Schedule Public Hearing and Resolution		
Primary Originating Division/Dept.: Administration	Meeting Date: 12/12/2023	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: ☒ Yes ☐ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)		
BACKGROUND/JUSTIFICATION: As allowed by Minn. Stat. §373.41, the County Board may charge for services provided by county offices. Each year, Department Heads review the existing fee schedules and recommend changes as needed. A public hearing is scheduled for 10:00 am to hear and consider the attached amendments to the County Fee Schedule. Following the public hearing, the Board may consider the attached Resolution approving the amendments to the Fee Schedule effective on January 1, 2024.		
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) December 13, 2022		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the 2024 Nicollet County Fee Schedule and Resolution as presented.		
FISCAL IMPACT: NOT in current budget (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	

ALL DEPARTMENTS		
Service Fee Item	Fee	Updates:
County Copy Policy:	Counties are authorized to charge a reasonable fee, including: cost of materials and labor, mailing cost, and any special production costs - Minn. Stat. 13.03 and Minn. Rule Chapter 1205.03	
Fax	\$1.00/page	
Copies	\$0.25/page \$0.50/page – Double sided	
CD/DVD	\$10.00 (unless otherwise noted)	
County Maps	\$2.50 if mailed, otherwise no charge	
NSF Check Fee	\$30.00	

COMMUNITY CORRECTIONS		
Service Fee Item	Fee	Updates:
<i>Alcohol Monitoring Fees</i>		
MEMS - Adult	\$15.00/day	
MEMS - Juvenile	\$5.00/day	
SCRAM - Adult	\$15.00/day	
SCRAM - Juvenile	\$5.00/day	
Grant Amount	\$3.00 - \$9.00/day	
<i>Class Fees</i>		
Cognitive Skills- Adult	\$100.00	
Cognitive Skills- Juvenile	\$50.00	
Driving With Care	\$100.00	
MADD Panel DVD	\$20.00	
Domestic Violence Program	\$300.00; \$175.00; \$100.00	
Decision Points - Adult	\$100.00	
Decision Points - Juvenile	\$50.00	
<i>Correctional Fees</i>		
Adult		
Misdemeanor	\$175.00	
Gross Misdemeanor	\$200.00	
Felony	\$300.00	
Juvenile		
Petty Misdemeanor/Misdemeanor	\$75.00	
Gross Misdemeanor/Felony	\$100.00	
Diversion	\$75.00	
<i>Drug Testing Fees</i>		
UA Fee (positive)- Adult	\$25.00	
UA Fee (positive)- Juvenile	\$25.00	
UA Fee- ETG	\$25.00	
Saliva Test	\$25.00	
Drug Testing Patch	\$150.00	
<i>Electronic Home Monitoring Fees</i>		
Install Fee	\$30.00	
EHM- Adult	\$25.00/day	
EHM- Juvenile	\$6.00	
EHM Cell- Juvenile	\$12.00/day	
GPS- Adult	\$20.00/day	
GPS- Juvenile	\$6.00/day	
GPS- STOP	\$3.00/day	
<i>Electronic Home Monitoring & Alcohol</i>		
EHM, MEMS & SCRAM - Adult	\$20.00/day	
EHM, MEMS & SCRAM - Juvenile	\$9.00-\$14.00/day	
MEMS/GPS- Adult	\$20.00/day	
MEMS/GPS- Juvenile	\$20.00/day	
<i>Miscellaneous Fees</i>		
Community Service Buyout- Juvenile	\$10.00/hour	
STS Fee	\$25.00	
Revenue Recapture Fee	\$15.00	
Pretrial Services	\$25.00	
IPPC Monitoring	\$33.00/month	
Eye Detect	\$150.00	

COUNTY ATTORNEY		
Service Fee Item	Fee	Updates:
CD's containing audio, video, or photos	\$5.00/each	
Actual Photographs	\$0.50/each	
Copies	\$0.25/page	

HEALTH and HUMAN SERVICES		
Service Fee Item	Fee	Updates:
Access to Public Data		
CD or USB containing audio, video, photos, or Copies	\$5.00/each \$0.25/page	
Mailing	Actual cost	
Cost of Labor/Production	Lowest hourly rate. No charge for separating public data from non-public data or for retrieving data when request is made by the data subject.	
Licensed Corporate Child and Adult Foster Care Fees		
Initial Application Fee	\$500.00	
Re-license Fee	\$500.00	
Community Residential Setting Fees		
Initial Application Fee	\$500.00	
Re-license Fee	\$500.00	
Family, Adult, and Child Foster Care		
Step-parent Background Study	\$100/family, plus \$25 for each out of state residency in the last five years	
Out-of-Home-Services-to-Children		
Parental-Fee/Child-Income-Recovery-Policy	Various statutes authorize fee collection for out-of-home placement costs (252.27, 256M.60, 260C.331, 393.12); Based on income.	
Chemical Health Services		
Detoxification Fee	Sliding Fee Schedule	
Chemical Health Assessments	\$195.00; Funding options available to those who request and qualify.	
Mental Health Services		
Medication Management	*Fees determination based on a sliding fee schedule.	
Diagnostic Assessments	Services are contracted through the Blue Earth County Mental Health Center.	
Outpatient Therapy		Fees are determined using a sliding fee schedule. Medication management services are contracted through the Blue Earth County Mental Health Center. Assessment and therapy services are contracted through Counseling Services of Southern Minnesota.
Outpatient Rehabilitation Services		
Loan Closet		
Wheelchair or Knee Scooter	\$25.00	
Canes, Crutches, and Dressing Aid Equipment	\$5.00	
All Other Medical Equipment	\$10.00 per item	

PROPERTY ASSESSMENT		
Service Fee Item	Fee	Updates:
Full Assessment Book	\$500.00	

PROPERTY SERVICES		
Service Fee Item	Fee	Updates:
Hearings		
(Conditional Use Permit/3 year renewals, Variance, Rezoning, Appeal)	\$450.00	
Recording Fee	\$46.00	
Structures		
Residential Dwellings and Attached Additions		
<120 sq feet	\$25.00	
121 sq feet and over	\$0.25/sq ft (\$50.00 minimum)	
Accessory Structures (detached)		
<120 sq feet	\$25.00	
121 sq feet to 1000 sq feet	\$50.00	
1001 sq feet and over	\$0.05/sq ft	
AG Animal Structures		
<120 sq feet	\$25.00	
121 sq feet to 500 sq feet	\$50.00	
501 sq feet and over	\$0.10/sq ft	
Grain Bins/Silos	\$50.00	
Feedlot Permits		
New	\$100.00	
Existing (Valid)	\$50.00	
Commercial Structures (utility cabinets, power)	\$0.25/sq ft (\$50.00 minimum)	
Towers (cell, etc.)	\$250.00	
Renewable Energy Systems		
Micro WECS	\$50.00	
Non-Commercial WECS	\$250.00	
Commercial WECS	\$500.00	
Solar Energy Systems, Small	\$250.00	
Solar Energy Systems, Large	\$500.00	
Septic System		
Operating Permit	\$25.00/yr	
Type I-III	\$250.00	
Type IV-V	\$450.00	
Tank/Privy	\$100.00	
Signs		
On Premises	\$25.00	
Commercial and/or Off-Premises	\$50.00	
Land Alterations (including borrow pits)	\$50.00	
Platting		
Replat	\$350.00	
Platting of Existing Metes and Bounds	\$250.00	
New Subdivision Plat	\$500.00	
Wetland Permits		
Wetland Decision - Exemption or No Loss	\$50.00	

PROPERTY SERVICES (continued)		
Wetland Delineation Review		
Under 1 acre	\$100.00	
1 to 4.99 acres	\$200.00	
5 to 10 acres	\$300.00	
Greater than 10 acres	\$400.00	
Wetland Replacement Plan Review		
Under 1 acre	\$200.00	
1 to 4.99 acres	\$300.00	
5 to 10 acres	\$500.00	
Greater than 10 acres	\$700.00	
Wetland Banking Plan Review		
Under 1 acre	\$200.00	
1 to 4.99 acres	\$400.00	
5 to 10 acres	\$800.00	
Greater than 10 acres	\$1,000.00	
Annual Monitoring Report Review	\$50.00/yr.	
Wetland Certificate of Completion		
Under 1 acre	\$50.00	
1 to 4.99 acres	\$100.00	
5 to 10 acres	\$200.00	
Greater than 10 acres	\$300.00	
After-the-Fact Wetland Review	Double the Fee	
Solid Waste		
Solid Waste Facility Application	\$100.00	
Solid Waste Haulers License	\$100.00	
911 Address Signs		
Mailbox support, 911 sign and post	\$294.00	
911 sign and post	\$187.00	
Other Fees		
Zoning Ordinance	\$50.00	
After-the-Fact Zoning Permit	\$250.00 or double the fee, whichever is greater	
After-the-Fact Variance/CUP	\$1,250.00	
Special Scheduled Hearing	\$1,000.00	
Large Format Scanning	\$20.00	
Burning to CD	\$10.00	
Plat Book	\$5.00	
GIS Printing Fees		
11" x 17" or smaller	\$5.00	
Large Format Printing		
Up to 24"	\$10.00	
25" to 36"	\$15.00	
Custom Print	\$15.00 + \$.50/addtional inch	
GIS Digital Data		
(Data provided in ESRI Shape file format)		
Parcels:		
- Per Parcel	\$0.05 (\$5.00 min)	
- Entire County	\$500.00	
Road Centerline (Includes road ranging)	\$325.00 (entire County)	
Address point Layer	\$325.00 (entire County)	
Other Data Layers	\$25.00/layer	
Materials		
CD	Standard charges	
Postage	Standard charges	
Labor Rate - Special request for custom data	\$50.00/hour	

PUBLIC SERVICES		
Service Fee Item	Fee	Updates:
License & Permit Fees		
Tobacco License	\$100.00	
Liquor License – Initial	\$2,000.00	
Liquor License - Renewal	\$1,500.00	
Sunday Liquor	\$200.00	
On-Sale 3.2 Beer	\$100.00	
Off Sale 3.2 beer	\$25.00	
On Sale 3.2 Beer 1 day event	\$25.00	
Wine License	\$100.00	
Auctioneer License	\$20.00	
Gambling Permit	\$30.00	
Gambling Permit -1 day	\$12.00	
Birth Certificates		
One Certified Copy	\$26.00	
Each Additional	\$19.00	
One Uncertified Copy	\$13.00	
Certified Birth Record Not Found	\$20.00	Addition
Death Certificates		
One Certified Copy	\$13.00	
Each Additional	\$6.00	
One Uncertified Copy	\$13.00	
Certified Death Record Not Found	\$20.00	Addition
Marriage License		
W/Cert of Premarital Education	\$40.00	
W/O Cert of Premarital Education	\$115.00	
Certified Copy of Marriage	\$9.00	
Marriage License Amendment	\$25.00	Addition
Marriage License Reissue within 6 Months	\$25.00	Addition
Duplicate License	\$25.00	
5-day Waiver	\$20.00	Remove (due to legislative change)
Consent for Minor	\$20.00	
Credentials	\$20.00	\$50
Certified Marriage Record Not Found	\$20.00	Addition
Notary		
Notary Filing	\$20.00	
Notarizing Services	\$1.00/each	
Charge for Service		
Auditor Certificate Taxes payable	\$100.00	
Mailing Labels	\$50.00	
Delinquent Tax Reports - 1st year	\$50.00	
Delinquent Tax Reports - all years	\$100.00	
List of Taxpayers	\$100.00 - \$500.00	
Full Tax Book	\$500.00	
Escrow Parcel Listing	\$3.00/parcel	
Tax Certificate – Current	\$5.00	
Tax Certificate – Delinquent	\$5.00	
Special Assessment Certificate	\$5.00	
Ditch Levy Maintenance Admin Fee	\$2.50/parcel	Remove

RECORDER		
Service Fee Item	Fee	Updates:
Abstract Department		
Recording Document	\$46.00	
Multiple Assignments and Satisfaction	\$46.00-1 st 4 numbers cited	
Well Certificate	\$50.00	
Record Plat	\$56.00	
Copy of Plat	\$10.00+\$5.00 to certify	
Record Condominium	\$56.00	
Copy of Condominium	\$10.00	
Torrens Department		
File Deed (includes new Certificate)	\$46.00	
File any other document	\$46.00	
Well Certificate	\$50.00	
File Plat	\$56.00 + \$40.00 each new certificate	
Copy of Plat	\$10.00+\$5.00 to certify	
File Condominium	\$56.00 + \$40.00 each new certificate	
Copy of Condominium	\$10.00	
File Registered Land Survey	\$56.00 + \$40.00 each new certificate	
Certified Copy of Registered land Survey	\$15.00	
Residue Certificate	\$40.00	
Exchange Certificate	\$20.00/ each old/new cert	
Condition as to Register	\$10.00	
Miscellaneous		
Misc. Copies	\$1.00/page	
Copies from large book	\$3.00/page	
Copies from book which comes apart	\$3.00/page	
Certified Copies	\$10.00	
Handling Fee	\$5.00	
Copy of Plat – Electronic PDF	\$10.00	
Research Fee	\$25.00	
Passport Photo	\$15.00	Addition
Passport Book		
Adults (age 16 and over)	\$165.00-	Remove
Children	\$135.00-	Remove
Passport Photo	\$15.00-	Remove
Passport Card		
Adults (Age 16 and over)	\$65.00-	Remove
Children	\$50.00-	Remove
RecordEASE – Web Access		
Setup Fee	\$50.00	
Monthly Access Fee	\$50.00	
Each Image Viewed	\$2.00	
View Certificate of Title (Torrens)	\$3.00 per certificate	
View Tract Card	\$5.00 per tract	
View Recorded Plat	\$2.00 per plat	
Web Access Fee Occasional User	\$10.00	
Web Data Search Occasional User	\$.50 per search	

SHERIFF		
Service Fee Item	Fee	Updates:
Jail		
Huber Daily Fee	\$20.00/day	
Booking Fee	\$15.00/booking	
Medical Co-Pay	\$5.00/visit	
Prescription Co-Pay	\$5.00/RX	
Drug Test	\$20.00-	\$25.00
PBT Test	\$5.00	
Board of Prisoners: for other counties	\$60.00/day	Boarding Fee: Out-of-County Prisoners: \$75.00/day
Civil Process		
Service of Civil Papers:		
Service within first 3 attempts (incl. mileage)	\$65.00/person	
Service with more than 3 attempts (incl. mileage)	\$85.00/person	
Not Found/Return within first 3 attempts (incl.	\$30.00/person	
Not Found/Return with more than 3 attempts (incl.	\$50.00/person	
Duplicate Return of Service	\$10.00	
Posting Sale Notice	\$65.00/location	
Sales (conduct sale and prep of Certificate)	\$100.00	
Mortgage Foreclosure Sale	\$100.00	
Cancel Foreclosure Sale (w/o 24 hr notice)	\$65.00	
Issuance of Certificate of Redemption	\$250.00	Certificate of Redemption - Non-refundable
Levy & Re-Levy Services	\$65.00	
Levy	\$5.00	
Collection of Execution	6%	
Execution Unsatisfied	\$65.00	
Miscellaneous Execution	\$10.00	
Receiving Notice of Intent to Redeem	\$100.00	
Taking Bond	\$8.00	
Securing, Seizure and/or Safely Keeping Property	\$100.00/hour - 2 hour minimum	
Stand-by on Property Exchanges/Evictions	\$100.00/hour - 2-hour minimum	
Advance Fees for Seizure of Property	Discretion of Sheriff/Depending on Property to be Seized	
Services not herein enumerated	Sheriff entitled to same fees as similar duties	
Other Fees		
Photos (old Case)	\$25.00	
Photo CD/USB	\$15.00	
In Car Video	\$15.00	
Copy of telephone calls	\$15.00	
Permits to Carry	\$100.00 new	
Permit to Carry Renewal (90 days prior to exp)	\$75.00	
Permit to Carry (within 30 days of exp)	\$85.00	
Duplicate Permit to Carry/Address Change	\$10.00	
Civil Fingerprints	\$10.00/card	
Vehicle Storage	\$5.00/day	
Deputy Security at Lockout (1st 1/2 hr no fee)	\$65.00/hr (after 1st 1/2 hour)	
Deputy Security – (2 hr minimum)	\$100.00/hr	
Wedding Dance Security (at Johnson Hall)	\$150.00/event	



**RESOLUTION FOR THE ADOPTION OF THE
2024 NICOLLET COUNTY FEE SCHEDULE**



WHEREAS, pursuant to Minn. Stat. §373.41, the County Board of Commissioners may charge fees for services provided by any county office, official, department, court or employee, and

WHEREAS, the Nicollet County Department Heads have reviewed all of their fees and presented recommended changes along with the complete proposed Fee Schedule in a public hearing on December 12, 2023, and

WHEREAS, the Nicollet County Board of Commissioners reviewed the proposed Fee Schedule and changes.

NOW THEREFORE, BE IT RESOLVED, by the Nicollet County Board of Commissioners that the 2024 Nicollet County Fee Schedule, as presented has been approved and adopted, effective January 1, 2024.

Dated the 12th day of December, 2023

Jack Kolars, 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: Public Hearing for the 2024-2028 Capital Improvement Plan, Resolution, and Plan Adoption		
Primary Originating Division/Dept.: Finance Contact: Heather McCormick Title: Finance Director Amount of Time Requested: 15 minutes Presenter: Heather McCormick Title: Finance Director	Meeting Date: 12/12/2023 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: This agenda item is to present the 2024-2028 Capital Improvement Plan and hold a public hearing. Following MN Statute 373.40, Nicollet County will conduct a public hearing for their 5 year CIP Plan. The purpose of the public hearing is the review, discussion and approval of the proposed 2024 – 2028 Capital Improvement Plan for Nicollet County. The plan identifies estimated capital expenditures and funding sources for a five-year period. Having a CIP allows the County Board, Administration, and Department Heads make better financial decisions on the County's capital improvement needs. Following the Public Hearing, request is approval of the resolution and adoption of the 5 year CIP Plan.		
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) 2/28/2023		
Approved by County Attorney’s Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Approval of the Resolution and Adoption of the 5 Year CIP Plan.		
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 = Other (Select One) Total:	

Nicollet County

Capital Improvement Plan

2024 – 2028



Adopted 12/12/23



Mission

Providing efficient services with innovation and accountability.

Vision

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: Having a vision, sharing that vision and inspiring others to support our vision while creating their own.

Integrity: Our decisions and actions display a consistent commitment to moral and ethical values.

Accountability: To account for our activities, accept responsibility for them and to disclose the results in a transparent manner.

Efficiency: Our ability to do things well, successfully and without waste.

Innovation: Our transformation of an idea into a service that creates value.

Organizational Chart

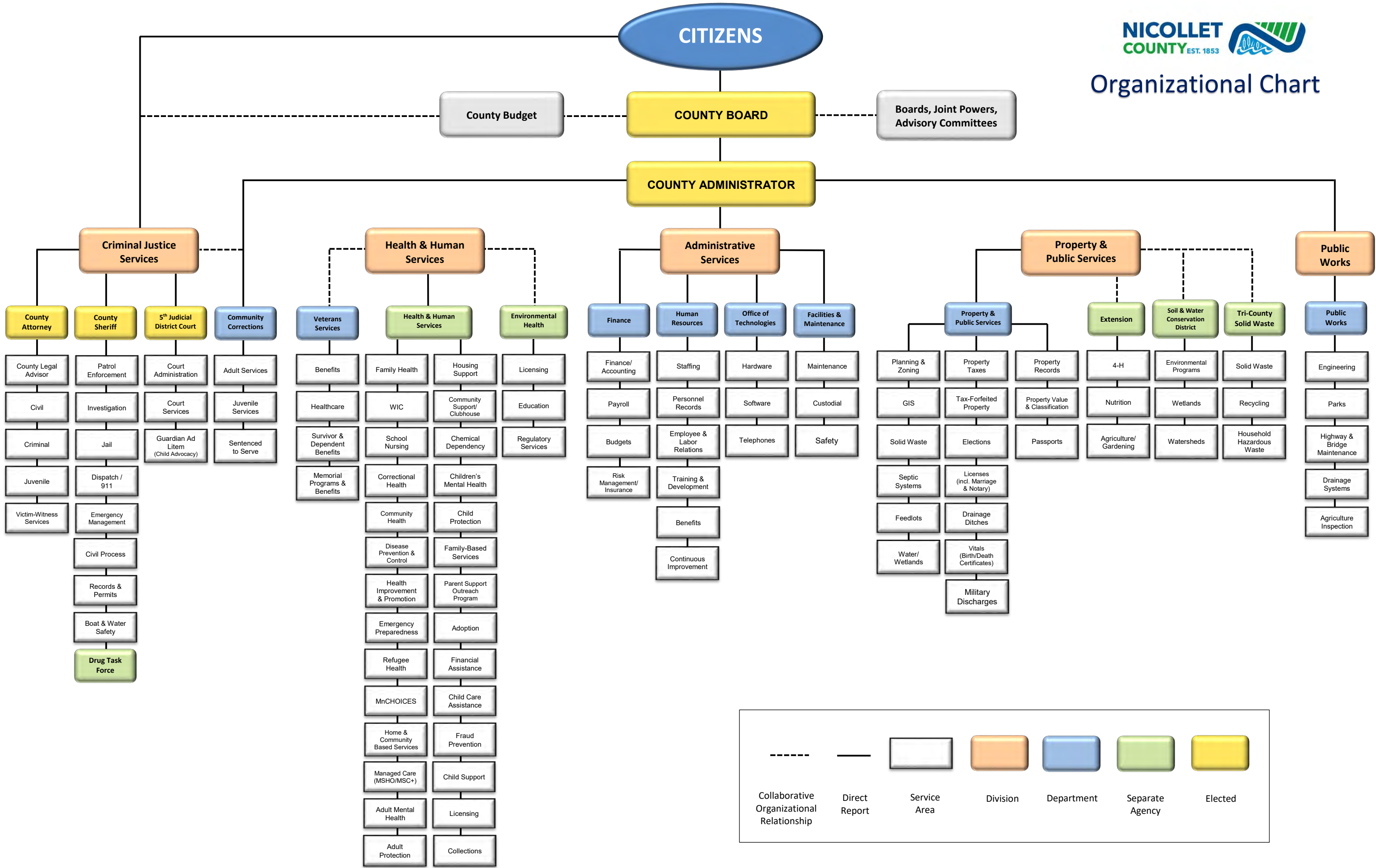


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Purpose

The Nicollet County Capital Improvements Plan (CIP) is a multi-year guide to the construction, maintenance and/or improvement of county road infrastructure and public facilities and land. Through the process of preparing and updating a capital improvements plan, the county meets the need for orderly maintenance of the physical assets of the county. This CIP is intended to serve as a planning tool and is structured to present meaningful long-range perspective of the county's long-range capital needs.

Statutory Requirements

Minnesota Statutes, Section 373.40, allows counties to plan and finance the "...acquisition or betterment of public lands, buildings, or other improvements within the county for the purpose of a county courthouse, administrative building, health or social service facility, correctional facility, jail, law enforcement center, hospital, morgue, library, park, qualified indoor ice arena, roads and bridges, public works facilities, fairground buildings, and records and data storage facilities, and the acquisition of development rights in the form of conservation easements under chapter 84C. An improvement must have an expected useful life of five years or more to qualify. "Capital improvement" does not include a recreation or sports facility building (such as, but not limited to, a gymnasium, ice arena, racquet sports facility, swimming pool, exercise room or health spa), unless the building is part of an outdoor park facility and is incidental to the primary purpose of outdoor recreation".

The CIP must set forth:

- 1) The estimated schedule, timing and details of specific capital improvements;
- 2) Estimated cost of the capital improvements identified;
- 3) The need for the improvements; and
- 4) The sources of revenues needed to pay for the improvements.

Approval of the CIP and annual amendments must be approved by the county board after a noticed public hearing. The CIP must cover a 5-year period beginning with the date of its adoption.

Planning Process

Each year, in conjunction with the annual budget development process, the County Finance Director and County Administrator will work with County Department Heads to update the CIP. The draft CIP will be reviewed and amended as needed by the County Administrator before being presented to the County Board for review.

All CIP updates and review processes will include the following analysis for each project and the overall plan:

- (1) the condition of the county's existing infrastructure, including the projected need for repair or replacement;
- (2) the likely demand for the improvement;
- (3) the estimated cost of the improvement;
- (4) the available public resources;
- (5) the level of overlapping debt in the county;
- (6) the relative benefits and costs of alternative uses of the funds;
- (7) operating costs of the proposed improvements; and
- (8) alternatives for providing services more efficiently through shared facilities with other counties or local government units.

For a county to use its authority to finance expenditures under Chapter 373.40, it must meet the requirements provided therein. Specifically, the county board must approve a sale of capital improvement bonds by a 3/5ths majority. In addition, it must hold a public hearing for public comment. Notice of such hearing must be published in the official newspaper of the county at least 14, but no more than 28 days prior to the date of the public hearing. Although a referendum is not required, a reverse referendum is allowable. If a petition bearing the signatures of 5 percent of the votes cast in the last general election requesting a vote on the issuance of bonds is received by the Auditor within 30 days after the public hearing, a referendum vote on the issuance of the bonds shall be called.

Debt Limit

A county may not issue bonds under MN Statute 373.40 if the maximum amount of principal and interest to become due in any year on all the outstanding bonds issued pursuant to that statute (including the bonds to be issued) will equal or exceed 0.12% of the estimated market value of property in the county. Calculation of the limit must be made using the estimated market value for the taxes payable year in which the obligations are issued and sold. This does not limit the authority to issue bonds under any other special or general law.

Taxes Payable Year 2024 Estimated Market Value of Property in Nicollet County = \$7,106,581,500

x Debt Limit % = .12%

DEBT LIMIT P & I PAYMENT = \$8,527,898

Existing Debt

As of the date of approval of this CIP, Nicollet County had the following general obligation debt supported by property tax (excludes debt for the County Drainage Authority):

<u>General Obligation</u>	<u>Original Issue Amount*</u>	<u>2023 P & I Payment</u>	<u>Final Levy Year/ Collection Year</u>
2018C Road Refunding Portion (2008A Road Construction Bonds*)	\$6,985,000	\$613,600.00	2022/2023
2018B CIP Sheriff's Office Remodel, Parking Lot, HHS Expansion	\$2,390,000	\$349,350.00	2023/2024
2020A CIP Taxable Refunding (2013A HHS BLD. Capital Improvement Bonds*)	\$12,375,000	<u>\$1,046,455.00</u>	2027/2028
TOTAL		\$2,009,405.00	

Capital Notes

A county board may, by resolution and without referendum, issue capital notes subject to the county debt limit to purchase capital equipment useful for county purposes that has an expected useful life at least equal to the term of the notes. The notes shall be payable in not more than ten years and shall be issued on terms and in a manner the board determines. A tax levy shall be made for payment of the principal and interest on the notes, in accordance with MN Statute 475.61, as in the case of bonds.

(b) For purposes of this subdivision, "capital equipment" means:

- (1) public safety, ambulance, road construction or maintenance, and medical equipment; and
- (2) computer hardware and software, whether bundled with machinery or equipment or unbundled, together with application development services and training related to the use of the computer hardware or software.

Financing the CIP

Each CIP project will be funded with one or more of the following funding sources:

- (1) Bonds
- (2) Capital notes
- (3) Tax levy
- (4) Cash reserves (both restricted and unrestricted funds)
- (5) Grants
- (6) Federal and State allocations and aids
- (7) Donations

While cost estimates and proposed funding sources are identified for each project, the CIP is not intended to provide a detailed or complete financing plan. As the county prepares to undertake individual projects, the County Board will consider a specific funding source. The CIP will be revised and updated on a periodic basis during the future budget cycles. Changes to the priorities established in the plan should be expected. Changes can be caused by reductions in funding levels, project delays due to price fluctuations, opportunities for grants or other aids, delays in obtaining construction permits or necessary approvals, emergency needs or simply changes in community preferences.

Appendix A provides a summary of the total cost of financing this CIP by year.

CIP Projects

Projects included in this CIP are in **Appendix B**. The following projects or purchases are eligible for inclusion in the CIP:

- (1) Facilities – new, remodeled, purchased, improved, maintenance, etc.
- (2) Equipment and vehicles over \$25,000 that has a useful life of more than five years
- (3) Public Land - acquisitions
- (4) Public Works - including roads, bridges, equipment and facilities (Nicollet County Public Works CIP, facility replacement/improvement schedule and equipment replacement schedule are adopted as part of this CIP and are included in **Appendix C**)

The following projects and purchases are not included in this CIP:

- (1) Equipment and facility improvements under \$25,000 – Projects and purchases of this amount are able to be accounted for in annual budgets with tax levy or by using cash reserves.

Total Cost of 2024 - 2028 CIP						
<u>Project/Purchase Type</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>TOTAL BY TYPE</u>
Facilities	\$3,900,000	\$30,675,000	\$350,000	\$100,000	\$380,000	\$35,405,000
Equipment	\$330,000	\$150,000	\$313,000	\$110,000	\$60,000	\$963,000
Vehicles	\$190,000	\$145,000	\$170,000	\$210,000	\$185,000	\$900,000
Public Land	\$0	\$0	\$0	\$0	\$0	\$0
Public Works - Equipment	\$675,000	\$675,000	\$675,000	\$675,000	\$675,000	\$3,375,000
Public Works - Roads/Bridges	\$7,736,885	\$9,819,488	\$12,812,000	\$5,920,600	\$1,200,000	\$37,488,973
TOTAL BY YEAR	\$12,831,885	\$41,464,488	\$14,320,000	\$7,015,600	\$2,500,000	\$78,131,973

Funding Sources for 2024 - 2028 CIP						
<u>Funding Source</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>TOTAL BY TYPE</u>
Bonds	\$0	\$30,000,000	\$9,912,000	\$0	\$0	\$39,912,000
Reserves	\$2,030,000	\$3,878,000	\$495,000	\$210,000	\$440,000	\$7,053,000
Tax Levy	\$535,000	\$535,000	\$560,000	\$600,000	\$575,000	\$2,805,000
Grants	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Restricted Funds (911, Compliance, etc.)	\$0	\$0	\$168,000	\$0	\$0	\$168,000
Donations	\$45,000	\$0	\$0	\$0	\$0	\$45,000
American Rescue Plan	\$2,200,000	\$0	\$0	\$0	\$0	\$2,200,000
State/Federal Allocations	\$7,736,885	\$6,766,488	\$2,900,000	\$5,920,600	\$0	\$23,323,973
Sales Tax/Wheelage Tax	\$275,000	\$275,000	\$275,000	\$275,000	\$1,475,000	\$2,575,000
TOTAL BY YEAR	\$12,831,885	\$41,464,488	\$14,320,000	\$7,015,600	\$2,500,000	\$78,131,973

Projected New Debt

<u>General Obligation</u>	<u>Issue Year</u>	<u>Issue Amount</u>	<u>Funding Source</u>
Public Works Facility	2025	\$30 million	Tax Levy
County Road 16	2026	\$10 million	Multiple Sources

*Public Works project plan year is the year that construction begins.

Appendix B.1: 2024-2028 CIP Summary of Projects/Purchases

2024

<u>Project/Purchase</u>	<u>Department</u>	<u>Cost</u>	<u>Funding Source</u>
Property & Public Services (PPSD) Remodel	Facilities	\$3,100,000	American Rescue Plan/Reserves
Parking Lot Project	Facilities	\$750,000	Reserves
Technology Projects	Technologies	\$330,000	Reserves
Lease Staff Vehicles	HHS	\$30,000	Levy/Grant/Reimbursement
Veterans Services Van	HHS	\$45,000	Reserves - Restricted
Lease/Purchase Vehicles	Sheriff	\$115,000	Levy
Public Works Facility Study	Public Works	\$50,000	Reserves
Public Works Equipment	Public Works	\$675,000	Levy/Wheelage Tax
Road and Bridge Projects	Public Works	\$7,736,885	Multiple Sources
TOTAL		\$12,831,885	

2025

<u>Project/Purchase</u>	<u>Department</u>	<u>Cost</u>	<u>Funding Source</u>
Government Center Roof Replacement	Facilities	\$250,000	Reserves
Government Center Carpet	Facilities	\$100,000	Reserves
Government Center 1st Floor Bathroom Remodel	Facilities	\$75,000	Reserves
Jail Plumbing Update	Facilities	\$100,000	Reserves
HHS St. Peter Second Floor Remodel	Facilities	\$150,000	Reserves
Technology Projects	Technologies	\$150,000	Reserves
Lease Staff Vehicles	HHS	\$30,000	Levy/Grant/Reimbursement
Lease/Purchase Vehicles	Sheriff	\$115,000	Levy
New Public Works Facility	Public Works	\$30,000,000	Bonds
Public Works Equipment	Public Works	\$675,000	Levy/Wheelage Tax
Road and Bridge Projects	Public Works	\$9,819,488	Multiple Sources
TOTAL		\$41,464,488	

2026			
<u>Project/Purchase</u>	<u>Department</u>	<u>Cost</u>	<u>Funding Source</u>
Skid Loader	Facilities	\$50,000	Reserves
North Mankato Air Handler Upgrade	Facilities	\$200,000	Reserves
Government Center Rooftop Air Handlers Upgrade	Facilities	\$100,000	Reserves
Technology Projects	Technologies	\$145,000	Reserves
Lease Staff Vehicles	HHS	\$30,000	Levy/Grant/Reimbursement
Lease/Purchase Vehicles	Sheriff	\$140,000	Levy
Motorola 911 Equipment Upgrade	Sheriff	\$168,000	911
Public Works Equipment	Public Works	\$675,000	Levy/Wheelage Tax
Road and Bridge Projects	Public Works	\$12,812,000	Multiple Sources
TOTAL		\$14,320,000	

2027			
<u>Project/Purchase</u>	<u>Department</u>	<u>Cost</u>	<u>Funding Source</u>
Jail Air Handler Upgrade	Facilities	\$100,000	Reserves
Technology Projects	Technologies	\$110,000	Reserves
Lease Staff Vehicles	HHS	\$30,000	Levy/Grant/Reimbursement
Lease/Purchase Vehicles	Sheriff	\$180,000	Levy
Public Works Equipment	Public Works	\$675,000	Levy/Wheelage Tax
Road and Bridge Projects	Public Works	\$5,920,600	Multiple Sources
TOTAL		\$7,015,600	

2028			
<u>Project/Purchase</u>	<u>Department</u>	<u>Cost</u>	<u>Funding Source</u>
Government Center Boiler Upgrades	Facilities	\$325,000	Reserves
North Mankato Automated HVAC System	Facilities	\$55,000	Reserves
Technology Projects	Technologies	\$60,000	Reserves
Lease Staff Vehicles	HHS	\$30,000	Levy/Grant/Reimbursement
Lease/Purchase Vehicles	Sheriff	\$155,000	Levy
Public Works Equipment	Public Works	\$675,000	Levy/Wheelage Tax
Road and Bridge Projects	Public Works	\$1,200,000	Multiple Sources
TOTAL		\$2,500,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2024

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: <u>Remodel of the Property & Public Services</u> <u>Department:</u> - In order to create a more efficient work space and customer friendly service area, redesign and remodeling of this space is needed.	\$3,100,000	American Rescue Plan/Reserves
	Funding Plan \$2,200,000 ARP and \$900,000 Reserves	
Project/Purchase: <u>Parking Lot Project:</u> Remove HHS Parking lot and sidewalks and add fill, tiling, and resurfacing to fix heaving proble. Also included in this will be the Gov Center/Sheriffs Office, Adult Mental Health Building, and North Mankato resurfacing and striping. Estimates for the resurfacing and striping portion of project have been received.	\$750,000	Reserves
TOTAL	\$3,850,000	

Appendix B.2: CIP Projects

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: TECHNOLOGIES

BUDGET YEAR: 2024

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Aumentum Tax software upgrade to "Platform" the newest release. This is Nicollet County's expected contribution. Expected implementation is contingent on contract negotiations but is on track to complete in 2024.	\$330,000	Reserves
TOTAL	\$330,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: HEALTH & HUMAN SERVICES

BUDGET YEAR: 2024

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Lease 6 Staff Vehicles	\$30,000	Levy \$17,000; Grant \$10,000 Social Services Reimbursement: \$3,000
Project/Purchase:		
Project/Purchase:		
TOTAL	\$30,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: VETERANS SERVICES

BUDGET YEAR: 2024

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: A vehicle is needed to transport Veterans to and from medical appointments at the Minneapolis VA Medical Center. The current vehicle was purchased in 2016.	\$45,000	Restricted Reserves: Fully funded by donations in the VSO Van Program fund
Project/Purchase:		
Project/Purchase:		
Project/Purchase:		
TOTAL	\$45,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Sheriff

BUDGET YEAR: 2024

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Squad Lease x 14 -based on the numbers provided by Enterprise	\$115,000	Levy
Project/Purchase:		
Project/Purchase:		
TOTAL	\$115,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Public Works

BUDGET YEAR: 2024

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: 2024 equipment - see the attached equipment replacement schedule for Public Works.	\$675,000	Tax Levy, Wheelage Tax
Project/Purchase: 2024 road and bridge projects - see the attached Public Works 5-year construction plan.	\$7,736,885	Sales Tax, Wheelage Tax, Tax Levy, Reserves, State/Fed. Funds
Project/Purchase: 2024 Public Works Central Facility Space & Location Study: The central public works facility in St. Peter is aging, was not built to house modern sized equipment and the acreage of land is not adequate to store all the materials and supplies needed by Public Works. A Public Works facility space study should be done in 2024 to determine what size facility is needed, how many acres it should be located on, where it should be located and should the County continue to keep satellite shops.	\$50,000	Reserves
	Note: The County's bond payment levy decreases by approx. \$900,000 in 2025 allowing for new debt to be issued in 2025 for a Public Works Facility.	
TOTAL	\$8,461,885	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: <u>Government Center Roof:</u> Replace Ballasted flat roof with a fully adhered epdm membrane roof	\$250,000	Reserves
Project/Purchase: <u>Carpet:</u> - office carpet in the Government Center/Courthouse is from year 2000.	\$100,000	Reserves
Project/Purchase: <u>Government Center 1st Floor Bathroom Remodel:</u> Update bathrooms - new fixtures, tile, ceiling, and add wash station	\$75,000	Reserves
TOTAL		\$425,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: <u>Jail Plumbing Update</u>	\$100,000	Reserves
Project/Purchase: <u>HHS 2nd Floor Remodel/FTI door/wall adds:</u> Removal and addition of walls and doorways to accomodate Federal Tax Information (FTI) requirements and space needs	\$150,000	Reserves
TOTAL		\$250,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: TECHNOLOGIES

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Vmware Horizon hardware refresh (2 servers)	\$30,000	Reserves
Project/Purchase: Network switching to support expanded wireless infrastructure at all sites	\$120,000	Reserves
Project/Purchase:		
TOTAL	\$150,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: HEALTH & HUMAN SERVICES

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Lease 6 Staff Vehicles	\$30,000	Levy \$17,000; Grant \$10,000 Social Services Reimbursement: \$3,000
Project/Purchase:		
Project/Purchase:		
TOTAL	\$30,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Sheriff

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Squad Lease x 14 -based on the numbers provided by Enterprise	\$115,000	Levy
Project/Purchase:		
Project/Purchase:		
TOTAL	\$115,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Public Works

BUDGET YEAR: 2025

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: 2025 equipment - see the attached equipment replacement schedule for Public Works.	\$675,000	Tax Levy, Wheelage Tax
Project/Purchase: 2025 road and bridge projects - see the attached Public Works 5-year construction plan.	\$9,819,488	Sales Tax, Wheelage Tax, Tax Levy, Reserves, State/Fed. Funds
Project/Purchase: New Public Works Facility - The central public works facility in St. Peter is aging, was not built to house modern sized equipment and the acreage of land is not adequate to store all the materials and supplies needed by Public Works. A Public Works facility space study will be done in 2024 to determine what size facility is needed, how many acres it should be located on, where it should be located and should the County continue to keep satellite shops.	\$30,000,000	Bonds
	Note: The County's bond payment levy decreases by approx. \$900,000 in 2025 allowing for new debt to be issued in 2025 for a Public Works Facility.	
TOTAL		\$40,494,488

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2026

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: <u>Skid Loader</u>	\$50,000	Reserves
Project/Purchase: <u>North Mankato Air Handler upgrade:</u> Air Handler will be 30 yrs old and will need to be replaced/upgraded for better efficiency and performance	\$200,000	Reserves
Project/Purchase: <u>Government Center Rooftop unit 2 and 3 Air Handlers upgrade/replacement:</u> Unit 2 and 3 are undersized and out of optimum efficiency for our needs	\$100,000	Reserves
TOTAL		\$350,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: TECHNOLOGIES

BUDGET YEAR: 2026

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Data Center Enterprise Core Switch. Current enviroment with be EOL - 2025 4(X) 25-27K each	\$108,000	Reserves
Project/Purchase: Sheriff Office UPS head and battery pack replace/upgrade. Public Works UPS head and battery pack replace	\$37,000	Reserves
Project/Purchase:		
TOTAL		\$145,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: HEALTH & HUMAN SERVICES

BUDGET YEAR: 2026

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Lease 6 Staff Vehicles	\$30,000	Levy \$17,000; Grant \$10,000 Social Services Reimbursement: \$3,000
Project/Purchase:		
Project/Purchase:		
TOTAL	\$30,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Sheriff

BUDGET YEAR: 2026

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Squad Lease x 15 -based on the numbers provided by Enterprise	\$140,000	Levy
Project/Purchase: Motorola – contract will need to be renewed in 2026 - 5% increase from previous contract of \$159,000	\$168,000	911
Project/Purchase:		
TOTAL	\$308,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Public Works

BUDGET YEAR: 2026

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: 2026 equipment - see the attached equipment replacement schedule for Public Works.	\$675,000	Tax Levy, Wheelage Tax
Project/Purchase: 2026 road and bridge projects - see the attached Public Works 5-year construction plan.	\$12,812,000	Sales Tax, Wheelage Tax, Tax Levy, Reserves, State/Fed. Funds
Project/Purchase:		
TOTAL		\$13,487,000

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2027

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Jail Air Handler Upgrade: Air handlers need VFDs and electronic controls to accommodate the space	\$100,000	Reserves
Project/Purchase:		
Project/Purchase:		
TOTAL	\$100,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: TECHNOLOGIES

BUDGET YEAR: 2027

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Vmware Horizon server hardware replacements	\$60,000	Reserves
Project/Purchase: Camera and archival storage refresh/upgrades	\$50,000	Reserves
Project/Purchase:		
TOTAL	\$110,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: HEALTH & HUMAN SERVICES

BUDGET YEAR: 2027

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Lease 6 Staff Vehicles	\$30,000	Levy \$17,000; Grant \$10,000 Social Services Reimbursement: \$3,000
Project/Purchase:		
Project/Purchase:		
TOTAL	\$30,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Sheriff

BUDGET YEAR: 2027

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Squad Lease x 15 -based on the numbers provided by Enterprise	\$180,000	Levy
Project/Purchase:		
Project/Purchase:		
TOTAL	\$180,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Public Works

BUDGET YEAR: 2027

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: 2027 equipment - see the attached equipment replacement schedule for Public Works.	\$675,000	Tax Levy, Wheelage Tax
Project/Purchase: 2027 road and bridge projects - see the attached Public Works 5-year construction plan.	\$5,920,600	Sales Tax, Wheelage Tax, Tax Levy, Reserves, State/Fed. Funds
Project/Purchase:		
TOTAL		\$6,595,600

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Facilities

BUDGET YEAR: 2028

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: <u>Gov Center Boiler upgrades:</u> The Government Center Boilers will be close to 30 yrs old and will need upgrading to more efficient style boilers.	\$325,000	Reserves
Project/Purchase: <u>North Mankato Automated HVAC System:</u> The North Mankato Building to move from current pneumatic system to electronic and automated Continuum system like the rest of the County	\$55,000	Reserves
Project/Purchase:		
TOTAL	\$380,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: TECHNOLOGIES

BUDGET YEAR: 2028

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Primary virtualization server system refresh. Existing systems will be 5-6 years old. These systems provide the majority of on-premise server hosting for county resources. Expected deployment will be 4 systems, the same as we have in place now.	\$60,000	Reserves
Project/Purchase:		
Project/Purchase:		
TOTAL	\$60,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: HEALTH & HUMAN SERVICES

BUDGET YEAR: 2028

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Lease 6 Staff Vehicles	\$30,000	Levy \$17,000; Grant \$10,000 Social Services Reimbursement: \$3,000
Project/Purchase:		
Project/Purchase:		
TOTAL	\$30,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Sheriff

BUDGET YEAR: 2028

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: Squad Lease x 15 -based on the numbers provided by Enterprise	\$155,000	Levy
Project/Purchase:		
Project/Purchase:		
TOTAL	\$155,000	

CAPITAL IMPROVEMENT PLAN REQUEST FORM

DEPARTMENT: Public Works

BUDGET YEAR: 2028

Requested Project/Purchase & Description of Need	Projected Cost (with tax, fees, accessories, trade, etc.)	Funding Source(s) - List All (tax levy, reserves, grant, bonds, State/Federal allocation, donation, forfeit, Recorder, Compliance, 911fees, etc.)
Project/Purchase: 2028 equipment - see the attached equipment replacement schedule for Public Works.	\$675,000	Tax Levy, Wheelage Tax
Project/Purchase: 2028 road and bridge projects - see the attached Public Works 5-year construction plan.	\$1,200,000	Sales Tax, Wheelage Tax, Tax Levy, Reserves, State/Fed. Funds
Project/Purchase:		
TOTAL	\$1,875,000	

2024 CONSTRUCTION PLAN

RED - Engineer's Estimate
Green - Contract Cost
Orange - Federal Aid Projects
Yellow - Federal Aid Applied For

2024 - 2028 Nicollet County Road and Bridge Capital Improvement Plan

2025 CONSTRUCTION PLAN																				
ROAD	LOCATION & DESCRIPTION									FUNDING SOURCES										
					CURRENT ADT 2019	LAST YEAR GRADED	LAST YEAR SURFACED	State Aid Regular Account	State Aid Municipal Account	Local Funds	Eng	ROW	Utility	Federal STIP Funds	Town Bridge Account	State Bond- Bridge/LRIP	Taxes - Gravel	Taxes - Wheelage	Sales Tax	TOTAL
CSAH 6 (Old TH 14 Turnback) 0.67 Miles					1398	Various	2002	\$1,678,460		\$1,711,000	\$170,000									\$3,559,460
Reconstruction-Narrowing, Bituminous, Agg Base, etc																				
CSAH 42 (Old TH 14 Turnback) 0.52 miles					351	Various	2002		\$562,028	\$1,342,000	\$130,000									\$2,034,028
Reconstruction-Narrowing, Bituminous, Agg Base, etc																				
CSAH 21 (W Co. Line to TH 4) 2.5 Miles					165	1999 & 1937	1999 & 1996	\$690,000												\$690,000
Mill and Bit Overlay																				
CSAH 22 (CSAH 5 to N. Co. Line) 3.5 Miles					255	1977	2005	\$966,000												\$966,000
Mill and Bit Overlay																				
CSAH 41 (CSAH 23 to CSAH 41 Concrete) 7.5 Miles					265-870	1986-1999	1995-2001	\$2,070,000												\$2,070,000
Mill & Bit Overlay																				
Belgrade Twsp BR L7156 Replacement (Old River Bluff Road)					20	1938	N/A								\$500,000					\$500,000
Construct 12 x 12 Concrete Box Culvert																				
Red	Engineer's Estimate																			
Green	Contract Price																			
Blue	Project Final Cost																			
Orange	Federal Aid Project																			
Yellow	Federal Aid Applied For																			
	FUNDING SUMMARY							\$5,404,460	\$562,028	\$3,053,000	\$300,000	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0	\$0	\$9,819,488

RED - Engineer's Estimate
Green - Contract Cost
Orange - Federal Aid Projects
Yellow - Federal Aid Applied For

2024 - 2028 Nicollet County Road and Bridge Capital Improvement Plan

County Board Approved
XX-XX-2024
Revised 10/26/2023

2026 CONSTRUCTION PLAN																					
ROAD	LOCATION & DESCRIPTION									FUNDING SOURCES											
					CURRENT ADT 2019	LAST YEAR GRADED	LAST YEAR SURFACED	State Aid Regular Account	State Aid Municipal Account	Local Funds	Eng	ROW	Utility	Federal STIP Funds	Town Bridge Account	State Bond- Bridge/LRIP	Taxes - Gravel	Taxes - Wheelage	Sales Tax	TOTAL	
CSAH 16 (CSAH 5 to NCL) 4.6 Miles (2026-2027)					850	1954	2003	\$2,000,000			\$600,000	\$400,000							\$0	\$8,912,000	\$11,912,000
Reconstruction, Concrete Pavement, Striping, Shouldering																					
CSAH 5 (W St. George to E. St George) 0.2 Miles					910	1900	1981	\$500,000												\$500,000	
Reconstruction, Concrete Pavement, C&G																					
CSAH 33 (Old TH 14 to TH 99) 0.5 Miles					700	1975	2005		\$250,000											\$250,000	
Mill & 3" Overlay & ADA																					
CSAH 43 (TH 111 to CSAH 33) 0.28 Miles					250	1997	1997		\$150,000											\$150,000	
Mill & 3" Overlay & ADA																					
Red	Engineer's Estimate																				
Green	Contract Price																				
Blue	Project Final Cost																				
Orange	Federal Aid Project																				
Yellow	Federal Aid Applied For																				
FUNDING SUMMARY								\$2,500,000	\$400,000	\$0	\$600,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$8,912,000	\$12,812,000	

RED - Engineer's Estimate
Green - Contract Cost
Orange - Federal Aid Projects
Yellow - Federal Aid Applied For

2024- 2028 Nicollet County Road and Bridge Capital Improvement Plan

County Board Approved
XX-XX-2024
Revised 10/26/2023

2027 CONSTRUCTION PLAN																				
ROAD	LOCATION & DESCRIPTION									FUNDING SOURCES										
					CURRENT ADT 2019	LAST YEAR GRADED	LAST YEAR SURFACED	State Aid Regular Account	State Aid Municipal Account	Local Funds	Eng	ROW	Utility	Federal STIP Funds	Town Bridge Account	State Bond- Bridge/LRIP	Taxes - Gravel	Taxes - Wheelage	Sales Tax	TOTAL
CSAH 1 (TH 15 to TH 22) 9.8 miles					910 & 940	1971 & 1975	2002	\$2,704,800												\$2,704,800
Mill, Bit Overlay, Culvert Rehabs																				
CSAH 13 (Howard Dr. to 506th St.) 2.35 miles					5900 & 970	1989	2010 & 2008	\$1,175,000												\$1,175,000
Mill, Bit Overlay, ADA Improvements																				
CSAH 5 (E. Limits St George to TH 15) 5.8 miles					1350	1998	2000	\$1,600,800												\$1,600,800
Mill, Bit Overlay																				
CSAH 32 (CSAH 1 to N. Co. Line) 1.1 miles					410	1970 & 1964	1992 & 2004		\$440,000											\$440,000
Red	Engineer's Estimate																			
Green	Contract Price																			
Blue	Project Final Cost																			
Orange	Federal Aid Project																			
Yellow	Federal Aid Applied For																			
FUNDING SUMMARY								\$5,480,600	\$440,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,920,600

RED - Engineer's Estimate
Green - Contract Cost
Orange - Federal Aid Projects
Yellow - Federal Aid Applied For

County Board Approved
XX-XX-2024
Revised 10/26/2023

RED - Engineer's Estimate
Green - Contract Cost
Orange - Federal Aid Projects
Yellow - Federal Aid Applied For

Estimated Equipment Investment Costs																	
Nicollet County Public Works (last updated 8/1/2023)																	
INVESTMENT TYPE / EQUIPMENT DESCRIPTION	UNIT #	NEW ROADS EQUIPMENT CLASS	DEPREC LIFE	ORIGINAL COST (less trade- in)	RENTAL RATE	CURRENT ENGINE HR METER READING	CURRENT MILEAGE METER READING	ESTIMATED REPLACEMENT COSTS	ESTIMATED TITLE & REG COSTS	LESS SALE/ TRADE IN OLD EQUIP	NET ESTIMATED REPLACEMENT COST	ESTIMATED LIFE YEARS	TOTAL # OF UNITS	TURNOVER RATE	# OF UNITS PER 30 YEAR CYCLE	TOTAL DOLLARS	TOTAL DOLLARS PER YEAR
								PER UNIT									
Motor Graders w/Snow Equipment								\$ 345,000.00	\$ -	\$ 133,000.00	\$ 212,000.00	12	3	2.50	7.50	\$ 1,590,000.00	\$ 53,000.00
2016 CAT MOTOR GRADER 140M3	16-02	GRADER	12	\$ 215,270.00	\$ 100.00	3,030											
2018 CAT 140M3 MOTOR GRADER	18-09	GRADER	12	\$ 254,765.00	\$ 100.00	2,171											
2022 JOHN DEERE 772 GP MOTOR GRADER	22-02	GRADER	12	\$ 208,383.51	\$ 100.00	293	-										
Chip Spreader (Split w/N Kato)								\$ 135,000.00	\$ -	\$ 10,000.00	\$ 125,000.00	20	1	1.50	1.50	\$ 187,500.00	\$ 6,250.00
2013 ETHYRE CHIP SPREADER	13-07	MAJOR	10	\$ 131,134.84	\$ 110.00	705											
Plow Trucks w/Snow Equip								\$ 325,000.00	\$ 10,725.00	\$ 50,000.00	\$ 285,725.00	11	11	2.73	30.00	\$ 8,571,750.00	\$ 285,725.00
2012 MACK TANDEM TRUCK	12-01	TANDEM	8	\$ 209,441.16	\$ 125.00	4,599	113,415										
2013 MACK TANDEM TRUCK	13-01	TANDEM	8	\$ 199,873.76	\$ 125.00	5,396	138,690										
2014 MACK TANDEM TRUCK	13-04	TANDEM	8	\$ 210,276.44	\$ 125.00	4,963	132,280										
2015 MACK TANDEM TRUCK	15-01	TANDEM	8	\$ 207,083.56	\$ 125.00	5,870	173,783										
2016 MACK TANDEM TRUCK	16-01	TANDEM	8	\$ 226,388.23	\$ 125.00	3,771	86,741										
2017 MACK TANDEM TRUCK	17-01	TANDEM	8	\$ 236,748.63	\$ 125.00	2,978	73,843										
2019 MACK TANDEM TRUCK	19-01	TANDEM	8	\$ 238,309.74	\$ 125.00	1,755	41,987										
2020 MACK TANDEM TRUCK	20-01	TANDEM	8	\$ 223,684.86	\$ 125.00	2,672	76,415										
2021 MACK TANDEM TRUCK	21-01	TANDEM	8	\$ 233,359.56	\$ 125.00	970	24,235										
2022 MACK TANDEM TRUCK	22-01	TANDEM	8	\$ 197,826.00	\$ 125.00	1,123	34,007										
2023 MACK TANDEM TRUCK	23-01	TANDEM	8	\$ 223,262.00	\$ 125.00	269	6,724										
Low Boy Truck								\$ 120,000.00	\$ 3,960.00	\$ 10,000.00	\$ 113,960.00	15	1	2.00	2.00	\$ 227,920.00	\$ 7,597.33
2007 KENWORTH SEMI TRUCK	14-04	TANDEM	5	\$ 64,216.68	\$ 125.00	17,641	632,476										
Pickups								\$ 52,000.00	\$ 3,432.00	\$ 16,000.00	\$ 39,432.00	13	13	2.31	30.00	\$ 1,182,960.00	\$ 39,432.00
1985 CHEV 4X4 S-10 PICKUP	03-02	PICKUP	5	\$ -	\$ 15.00		12,448										
2006 FORD F150 SUPERCAB PICKUP	06-01	PICKUP	5	\$ 21,209.48	\$ 15.00		147,008										
2011 GMC SIERRA 1500 PICKUP	11-01	PICKUP	5	\$ 26,950.45	\$ 15.00		157,264										
2013 GMC SIERRA SLE PICKUP	13-03	PICKUP	5	\$ 29,940.69	\$ 15.00		119,235										
2017 GMC SIERRA 150 CREW PICKUP	17-02	PICKUP-RATE	5	\$ 39,067.81	\$ 0.59		86,744										
2017 GMC SIERRA SLE PICKUP	17-03	PICKUP	5	\$ 37,310.26	\$ 15.00		87,169										
2014 GMC SIERRA 150 PICKUP	14-01	PICKUP-RATE	5	\$ 36,475.68	\$ 0.59		124,974										
2016 GMC SIERRA CREW 3/4 TON	16-04	PICKUP	5	\$ 35,379.71	\$ 15.00		115,536										
2018 GMC SIERRA CREW CAB	18-05	PICKUP	5	\$ 40,402.66	\$ 15.00		43,516										
2021 GMC CREW CAB	21-02	PICKUP-RATE	5	\$ 53,370.42	\$ 0.59		26,187										
2021 CHEVY CREW CAB	21-03	PICKUP	5	\$ 34,089.07	\$ 15.00	1,566	42,243										
2021 CHEVY CREW CAB	21-04	PICKUP	5	\$ 34,089.07	\$ 15.00		30,842										
2021 CHEVY SILVERADO CREW CAB	21-05	PICKUP	5	\$ -	\$ 15.00		49,500										
Skid Loader								\$ 90,757.25	\$ -	\$ 35,500.00	\$ 55,257.25	10	1	3.00	3.00	\$ 165,771.75	\$ 5,525.73
2023 CAT SKID STEER LOADER	23-04	LOADER-1	10	\$ 55,257.25	\$ 75.00	38											
Loaders								\$ 185,000.00	\$ -	\$ 25,000.00	\$ 160,000.00	15	3	2.00	6.00	\$ 960,000.00	\$ 32,000.00
2013 CAT 950K LOADER	13-05	LOADER-2	10	\$ 195,111.00	\$ 100.00	1,488											
2012 CAT 938H WHEEL LOADER	12-02	LOADER-2	10	\$ 118,508.59	\$ 100.00	2,620											
2019 CAT 930M WHEEL LOADER	19-05	LOADER-2	10	\$ 144,570.00	\$ 100.00	695											
Mowers-Tractor Mounted								\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	5	7	6.00	42.00	\$ 336,000.00	\$ 11,200.00
2012 VICON MOWER	12-05	MOWER	5	\$ 5,703.70	\$ 10.00	no meter	no meter										
2012 VICON MOWER	12-06	MOWER	5	\$ 5,796.78	\$ 10.00	no meter	no meter										
2011 VICON MOWER	11-03	MOWER	5	\$ 6,424.64	\$ 10.00	no meter	no meter										
2011 VICON MOWER	11-04	MOWER	5	\$ 6,424.64	\$ 10.00	no meter	no meter										
2018 VICON MOWER	18-10	MOWER	5	\$ 7,000.00	\$ 10.00	no meter	no meter										
2018 VICON MOWER	18-11	MOWER	5	\$ 7,000.00	\$ 10.00	no meter	no meter										
2019 VICON MOWER	19-04	MOWER	5	\$ 9,500.00	\$ 10.00	no meter	no meter										
Tractors								\$ 125,000.00	\$ -	\$ 8,000.00	\$ 117,000.00	20	7	1.50	10.50	\$ 1,228,500.00	\$ 40,950.00
1987 FORD 3910 UTILITY TRACTOR	87-05	TRACTOR	7	\$ 16,626.71	\$ 80.00	4,747											
1999 JD 5410	99-04	TRACTOR	7	\$ 21,359.73	\$ 80.00	3,240											
2004 JD 5320	04-02	TRACTOR	7	\$ 40,202.57	\$ 80.00	3,627											
2004 JD 5320	04-03	TRACTOR	7	\$ 40,761.32	\$ 80.00	3,093											
2006 JD 5425	06-02	TRACTOR	7	\$ 36,194.64	\$ 80.00	2,855											
2014 JD 6140D	14-06	TRACTOR	7	\$ 40,250.00	\$ 80.00	944											
2020 JD 6145R	20-02	TRACTOR	7	\$ 119,114.48	\$ 80.00	821											
Dozer D6								\$ 325,000.00	\$ -	\$ 65,000.00	\$ 260,000.00	15	1	2.00	2.00	\$ 520,000.00	\$ 17,333.33
2015 CAT TRACT DOZER D6K2	15-03	MAJOR	7	\$ 147,177.50	\$ 200.00	639											
Distributor (Split w/N Kato)								\$ 90,000.00	\$ 5,940.00	\$ 10,000.00	\$ 85,940.00	20	2	1.50	3.00	\$ 257,820.00	\$ 8,594.00
1986 ETNYRE BIT.DIST./FORD TRK	86-01	MAJOR	10	\$ 50,082.75	\$ 30.00		43,048										
2016 KENWORTH DISTRIBUTOR	16-03	MAJOR	10	\$ 94,365.23	\$ 100.00	717	5,167										
Survey Truck w/utility Box								\$ 65,000.00	\$ 2,145.00	\$ 7,000.00	\$ 60,145.00	10	1	3.00	3.00	\$ 180,435.00	\$ 6,014.50
2011 GMC SIERRA 2500 SURVEY PU	11-02	MAJOR	5	\$ 43,675.05	\$ 45.00		111,081										
Backhoe-Loader								\$ 150,000.00	\$ -	\$ 60,000.00	\$ 90,000.00	15	1	2.00	2.00	\$ 180,000.00	\$ 6,000.00
2008 CAT BACKHOE/LOADER 430E	08-01	MAJOR	10	\$ 72,549.93	\$ 90.00	1,150											
Skid-Loader-Park								\$ 90,800.00	\$ -	\$ 35,500.00	\$ 55,300.00	10	1	3.00	3.00	\$ 165,900.00	\$ 5,530.00
2021 CAT 289D3 Track Skid Steer	21-07	LOADER-1	10	\$ 54,945.00	\$ 43.00	681											
Snow Blowers - Loader Mounted								\$ 215,000.00	\$ -	\$ 35,000.00	\$ 180,000.00	30	1	1.00	1.00	\$ 180,000.00	\$ 6,000.00
SNOW GO BLOWER-MP3D	19-06	MAJOR	10	\$ 215,254.24	\$ 60.00	20											
Snow Blowers - Truck Mounted								\$ 750,000.00	\$ -	\$ 150,000.00	\$ 600,000.00	30	1	1.00	1.00	\$ 600,000.00	\$ 20,000.00

APPENDIX D: General Obligation Bonds

Nicollet County, Minnesota

General Obligation Bonds Net CIP & Road Reconstruction Levy Calculation

Aggregate Net Levy Requirement

DATE	2018B Bonds D/S CIP	2018C Bonds D/S Road Ref Portion	2020A Taxable Bonds D/S CIP Refunding	Net D/S	Levy Required to Pay D/S	Certified 105% Levy Required	LEVY/COLLECT TOTAL
08/01/2023	17,175.00	11,800.00	23,227.50	52,202.50	52,202.50	54,812.63	2022/2023
02/01/2024	332,175.00	601,800.00	1,023,227.50	1,957,202.50	1,957,202.50	2,055,062.63	2022/2023
08/01/2024	12,450.00	-	21,227.50	33,677.50	33,677.50	35,361.38	2023/2024
02/01/2025	842,450.00	-	1,026,227.50	1,868,677.50	1,868,677.50	1,962,111.38	2023/2024
08/01/2025	-	-	18,715.00	18,715.00	18,715.00	19,650.75	2024/2025
02/01/2026	-	-	1,028,715.00	1,028,715.00	1,028,715.00	1,080,150.75	2024/2025
08/01/2026	-	-	15,180.00	15,180.00	15,180.00	15,939.00	2025/2026
02/01/2027	-	-	1,035,180.00	1,035,180.00	1,035,180.00	1,086,939.00	2025/2026
08/01/2027	-	-	10,845.00	10,845.00	10,845.00	11,387.25	2026/2027
02/01/2028	-	-	1,035,845.00	1,035,845.00	1,035,845.00	1,087,637.25	2026/2027
08/01/2028	-	-	5,720.00	5,720.00	5,720.00	6,006.00	2027/2028
02/01/2029	-	-	1,045,720.00	1,045,720.00	1,045,720.00	1,098,006.00	2027/2028
Total	\$1,204,250.00	\$613,600.00	\$6,289,830.00	\$8,107,680.00	\$8,107,680.00	\$8,513,064.00	

Baker Tilly Municipal Advisors, LLC

Nicollet County Unrestricted Fund Balance Summary - Year End 2022

<u>Year End</u>	<u>General Fund</u>	<u>Road & Bridge*</u>	<u>HHS</u>	<u>County Total</u>
2021	\$15,847,331	\$7,987,626	\$9,353,705	\$33,188,662
2022	\$15,557,926	\$8,557,228	\$10,082,539	\$34,197,693
Change	-\$289,405	\$569,602	\$728,834	\$1,009,031

2022 Budgeted Use of Unrestricted Fund Balance

\$2,920,000

2022 Unbudgeted Use of Unrestricted Fund Balance

N/A

Fund Balance as a % of 2023 Budgeted Revenues	67%	81%	67%	70%
Fund Balance Month's of 2023 Budgeted Expenses	7.5	9.7	8.0	8.1

10% of 2023 Budgeted Revenue =

\$4,908,293

1 Month of 2023 Budgeted Expenses =

\$4,218,994

State Auditor Recommended Fund Balance:

% of Revenues

35 - 50%

Month's of Expenditures

No less than 5

* Includes committed funds; excludes wheelage tax and sales tax funds (see below).

APPENDIX E: Unrestricted Fund Balance Summary

Year End 2022 Sales Tax Fund Balance	\$8,155,756
Year End 2022 Wheelage Tax Fund Balance	<u>\$1,828,301</u>
Total	\$9,984,057

Recent +/- Fund Balance Changes	
2018	\$2,002,551
2019	-\$226,122
2020	\$5,253,098
2021	\$1,682,874
2022	<u>\$1,009,031</u>
AVERAGE	\$1,944,286

Appendix F: 20 Year Road Improvement Project List



Serving Citizens since 1853

Office of Public Works
Highways and Parks
Drainage Systems and Agricultural Inspection

Seth M. Greenwood, P.E.
Public Works Director/County Engineer

20 Year Road Improvement Projects List – 2018 thru 2037 Adopted July 25th, 2017

Road	Project Limits	Work Description	Length	Estimated Cost
CSAH 1	CSAH 16 to CSAH 38	Pavement Rehabilitation	7.5 Miles	\$1,687,500.00
CSAH 1	CSAH 38 to TH 22	Reconstruction	11 Miles	\$17,270,000.00
CSAH 3	CSAH 5 to TH 22	Pavement Rehabilitation	5 Miles	\$1,125,000.00
CSAH 3	TH 22 to Nicollet County Line	Reconstruction	3.5 Miles	\$5,495,000.00
CSAH 5	TH 15 to CSAH 12	Pavement Rehabilitation	3.6 Miles	\$1,800,000.00
CSAH 5	TH 4 to West Saint George	Pavement Rehabilitation	11.4 Miles	\$5,700,000.00
CSAH 5	West Saint George to TH 15	Pavement Rehabilitation / Reconstruction	6 Miles	\$4,710,000.00
CSAH 5	CSAH 12 to CSAH 40	Pavement Rehabilitation	17.6 Miles	\$8,800,000.00
CSAH 10	CSAH 1 to North County Line	Reconstruction	1.0 Mile	\$1,570,000.00
CSAH 10	CSAH 15 to CSAH 1	Reconstruction	3.5 Miles	\$5,495,000.00
CSAH 10	CSAH 5 to CSAH 15	Pavement Rehabilitation	2.7 Miles	\$607,500.00
CSAH 12	TH 14 to CSAH 5	Reconstruction	6.4 Miles	\$10,048,000.00
CSAH 13	506th Street to TH 99	Pavement Rehabilitation	5.3 Miles	\$4,000,000.00
CSAH 14	South County Line to CSAH 5	Reconstruction	1.7 Miles	\$2,669,000.00
CSAH 15	TH 111 to CSAH 51	Reconstruction	11.05 Miles	\$17,348,500.00
CSAH 15	TH 15 to CSAH 10	Pavement Rehabilitation	5.1 Miles	\$1,147,500.00
CSAH 16	CSAH 5 to North County Line	Reconstruction	4.6 Miles	\$7,222,000.00
CSAH 17	TH 14 to TH 99	Pavement Rehabilitation	4.8 Miles	\$1,080,000.00
CSAH 20	CSAH 5 to TH 22	Pavement Rehabilitation	1.53 Miles	\$344,250.00
CSAH 20	TH 22 to Nicollet County Line	Pavement Rehabilitation	8.4 Miles	\$1,890,000.00
CSAH 21	TH 14 to CSAH 12	Pavement Rehabilitation	4.7 Miles	\$1,057,500.00
CSAH 21	West County Line to CSAH 14	Pavement Rehabilitation	15 Miles	\$3,375,000.00
CSAH 22	CSAH 5 to North County Line	Pavement Rehabilitation	3.5 Miles	\$787,500.00
CSAH 27	CSAH 5 to North County Line	Pavement Rehabilitation	1.1 Miles	\$247,500.00
CSAH 30	CSAH 21 to North County Line	Reconstruction	1.2 Miles	\$960,000.00
CSAH 32	CSAH 1 to North County Line	Reconstruction	1.29 Miles	\$2,025,300.00
CSAH 33	CSAH 42 to TH 99	Pavement Rehabilitation	0.5 Miles	\$112,500.00
CSAH 37	South County Line to TH 14	Pavement Rehabilitation	0.6 Miles	\$135,000.00
CSAH 38	TH 14 to TH 14	Pavement Rehabilitation	1.9 Miles	\$427,500.00
CSAH 40	TH 99 to CSAH 15	Pavement Rehabilitation	2.4 Miles	\$540,000.00
CSAH 41	CSAH 23 to Roundabout	Pavement Rehabilitation	7.5 Miles	\$1,687,500.00
CSAH 42	TH 99 to TH 14	Reconstruction	1.3 Miles	\$2,041,000.00
CSAH 43	TH 111 to CSAH 33	Pavement Rehabilitation	0.28 Miles	\$63,000.00
CR 74	Traverse Road to Washington Ave.	Pavement Rehabilitation	0.6 Miles	\$200,000.00
Total 20 Year Road Improvement Projects Estimated Cost:				\$113,668,550.00
Annual Rural Transit Program (Joint effort with area Counties; Annual Local Share @ \$100,000/year:				\$2,000,000.00
Grand Total:				\$115,668,550.00

Public Works Department
1700 Sunrise Drive, St. Peter, MN 56082
Telephone 507-931-1760
seth.greenwood@co.nicollet.mn.us

Providing efficient services with innovation and accountability.

20 Year Road Improvement Projects List - 2018 thru 2037

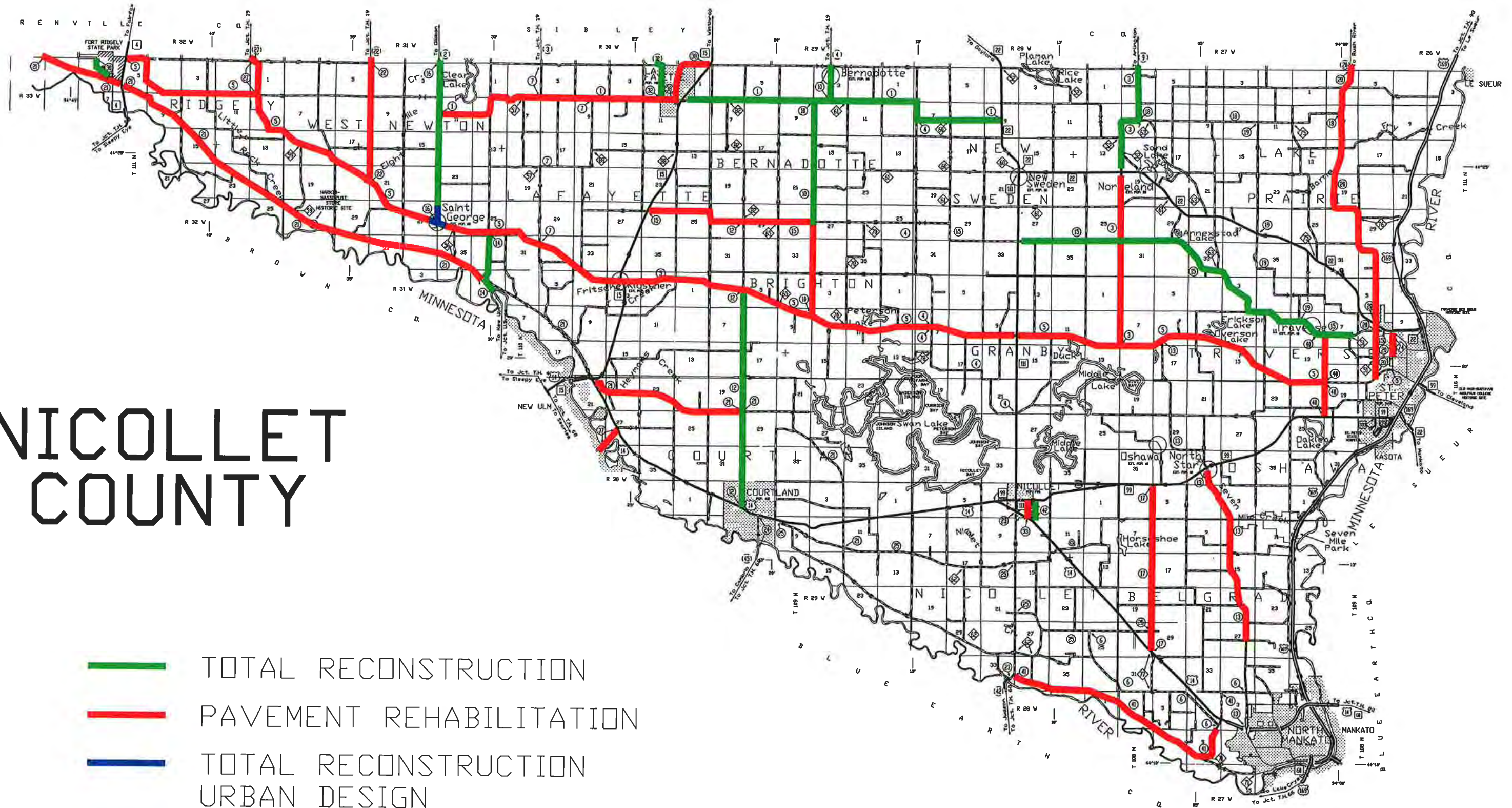
Adopted July 25th, 2017

Road	Project Limits	Work Description	Length	Estimated Cost
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CSAH 1	CSAH 38 to TH 22	Reconstruction	11 Miles	\$ 17,270,000.00
CSAH 3	CSAH 5 to TH 22	Pavement Rehabilitation	5 Miles	\$ 1,125,000.00
CSAH 3	TH 22 to Nicollet County Line	Reconstruction	3.5 Miles	\$ 5,495,000.00
CSAH 5	TH 15 to CSAH 12	Pavement Rehabilitation	3.6 Miles	\$ 1,800,000.00
CSAH 5	TH 4 to West Saint George	Pavement Rehabilitation	11.4 Miles	\$ 5,700,000.00
CSAH 5	West Saint George to TH 15	Pavement Rehabilitation / Reconstruction	6 Miles	\$ 4,710,000.00
CSAH 5	CSAH 12 to CSAH 40	Pavement Rehabilitation	17.6 Miles	\$ 8,800,000.00
CSAH 10	CSAH 1 to North County Line	Reconstruction	1.0 Mile	\$ 1,570,000.00
CSAH 10	CSAH 15 to CSAH 1	Reconstruction	3.5 Miles	\$ 5,495,000.00
CSAH 10	CSAH 5 to CSAH 15	Pavement Rehabilitation	2.7 Miles	\$ 607,500.00
CSAH 12	TH 14 to CSAH 5	Reconstruction	6.4 Miles	\$ 10,048,000.00
CSAH 13	506th Street to TH 99	Pavement Rehabilitation	5.3 Miles	\$ 4,000,000.00
CSAH 14	South County Line to CSAH 5	Reconstruction	1.7 Miles	\$ 2,669,000.00
CSAH 15	TH 111 to CSAH 51	Reconstruction	11.05 Miles	\$ 17,348,500.00
CSAH 15	TH 15 to CSAH 10	Pavement Rehabilitation	5.1 Miles	\$ 1,147,500.00
CSAH 16	CSAH 5 to North County Line	Reconstruction	4.6 Miles	\$ 7,222,000.00
CSAH 17	TH 14 to TH 99	Pavement Rehabilitation	4.8 Miles	\$ 1,080,000.00
CSAH 20	CSAH 5 to TH 22	Pavement Rehabilitation	1.53 Miles	\$ 344,250.00
CSAH 20	TH 22 to Nicollet County Line	Pavement Rehabilitation	8.4 Miles	\$ 1,890,000.00
CSAH 21	TH 14 to CSAH 12	Pavement Rehabilitation	4.7 Miles	\$ 1,057,500.00
CSAH 21	West County Line to CSAH 14	Pavement Rehabilitation	15 Miles	\$ 3,375,000.00
CSAH 22	CSAH 5 to North County Line	Pavement Rehabilitation	3.5 Miles	\$ 787,500.00
CSAH 27	CSAH 5 to North County Line	Pavement Rehabilitation	1.1 Miles	\$ 247,500.00
CSAH 30	CSAH 21 to North County Line	Reconstruction	1.2 Miles	\$ 960,000.00
CSAH 32	CSAH 1 to North County Line	Reconstruction	1.29 Miles	\$ 2,025,300.00
CSAH 33	CSAH 42 to TH 99	Pavement Rehabilitation	0.5 Miles	\$ 112,500.00
CSAH 37	South County Line to TH 14	Pavement Rehabilitation	0.6 Miles	\$ 135,000.00
CSAH 38	TH 14 to TH 14	Pavement Rehabilitation	1.9 Miles	\$ 427,500.00
CSAH 40	TH 99 to CSAH 15	Pavement Rehabilitation	2.4 Miles	\$ 540,000.00
CSAH 41	CSAH 23 to Roundabout	Pavement Rehabilitation	7.5 Miles	\$ 1,687,500.00
CSAH 42	TH 99 to TH 14	Reconstruction	1.3 Miles	\$ 2,041,000.00
CSAH 43	TH 111 to CSAH 33	Pavement Rehabilitation	0.28 Miles	\$ 63,000.00
CR 74	Traverse Road to Washington Avenue	Pavement Rehabilitation	0.6 Miles	\$ 200,000.00
Total 20 Year Road Improvement Projects Estimated Cost:				\$ 113,668,550.00
Annual Rural Transit Program (Joint effort with area Counties; Annual Local Share) @ \$100,000/year:				\$ 2,000,000.00
Grand Total:				\$ 115,668,550.00

20 YEAR ROAD IMPROVEMENT PROJECTS LIST (2018 - 2037)
ADOPTED JULY 25, 2017

NICOLLET COUNTY

-  TOTAL RECONSTRUCTION
-  PAVEMENT REHABILITATION
-  TOTAL RECONSTRUCTION URBAN DESIGN





RESOLUTION ADOPTING THE 2024 – 2028 CAPITAL IMPROVEMENT PLAN



WHEREAS, pursuant to Minnesota Statutes, Chapter 475, as amended, and Section 373.40, as amended (collectively, the “Act”), counties are authorized to adopt a capital improvement plan and carry out programs for the financing of capital improvements; and

WHEREAS, Nicollet County, Minnesota (the “County”), has caused to be prepared the “2024–2028 Capital Improvement Plan for Nicollet County, Minnesota” (the “Capital Improvement Plan”); and

WHEREAS, in considering the Capital Improvement Plan, the Board has considered for each project and for the overall Capital Improvement Plan:

1. the condition of the County’s existing infrastructure, including the projected need for repair and replacement;
2. the likely demand for the improvement;
3. the estimated cost of the improvement;
4. the available public resources;
5. the level of overlapping debt in the County;
6. the relative benefits and costs of alternative uses of the funds;
7. operating costs of the proposed improvements; and
8. alternatives for providing services more efficiently through shared facilities with other local government units; and

WHEREAS, the Capital Improvement Plan is intended to be a guide that is subject to change and does not commit the County to completing any of the improvements.

NOW, therefore, be it resolved, the Nicollet County Board of Commissioners hereby adopts the 2024 – 2028 Capital Improvement Plan as presented.

Dated this 12th day of December, 2023.

Jack Kolars, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
County Administrator/Clerk to the Board



NOVEMBER 28, 2023
OFFICIAL PROCEEDINGS OF THE
NICOLLET COUNTY DRAINAGE AUTHORITY

The Nicollet County Drainage Authority met in regular session on Tuesday, November 28, 2023 following the adjournment of the regular Board of Commissioners meeting. Present at the meeting were Commissioners Kolars, Dranttel, Morrow, Dehen, and Zins. Also present were County Administrator Mandy Landkamer and County Attorney Michelle Zehnder Fischer.

Approval of Agenda

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

Consent Agenda

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

1. November 14, 2023 Drainage Authority Minutes
2. Consider Ditch Repair Reports 23-024 through 23-032

Motion carried with all voting in favor.

Public Appearances

There were no public appearances.

Public Services

CD77 Lateral 2 Final Acceptance and Levy Order

Director Kopet came forward to share information regarding the CD77 Lateral 2 Improvement Project. At the Public Hearing on November 14, 2023, the Final Report from ISG was approved by motion, as well as the levy to landowners on the ditch system.

Motion by Commissioner Morrow and seconded by Commissioner Dranttel to approve the Final Acceptance and Findings. The motion carried 5-0 with all voting in favor on a roll call vote.

Motion by Commissioner Morrow and seconded by Commissioner Dehen to approve the CD77 Lateral 2 Levy Order and Findings. The motion carried 5-0 with all voting in favor on a roll call vote.

Public Works

Consider Ditch Repair Report #23-034

Director Greenwood and Ditch Inspector Henry provided information regarding pump maintenance for CD 86A. The manufacturer recommends annual servicing to check oil levels and mechanical functioning of the pumps, as well as winterizing to protect them from freezing conditions. Quality Flow Services has provided two quotes to complete the work. The first quote is for removal, servicing, and winterizing the pumps. The second quote is for installation and verifying pump performance.

Commissioner Morrow asked if this required maintenance would be an annual expense to the County, to which Director Greenwood replied yes. He then asked if the County was made

aware of these annual costs by the engineer before installation, to which Director Greenwood replied no. Finally, Commissioner Morrow asked if it would have been a reasonable expectation for the engineer to have made these costs clear before installation, to which Director Greenwood replied yes. Director Greenwood shared that since the pumps are so large, a crane is needed to remove them. Commissioner Dranttel asked if other pumps are able to be submerged in ice and Director Greenwood said yes, as the pumps used on other systems are a different style. Occasional maintenance is expected on an as-needed basis, however none are required to be removed annually and winterized.

Commissioner Morrow expressed concern that this significant maintenance cost was not clearly disclosed during the project work. Director Greenwood stated that the pumps originally planned for installation were similar to other “trash” pumps installed on other ditch systems in the County. As the project progressed, however, a submersible pump design was discovered for potential use. In emails from August of 2018, Engineer Brandel of ISG and landowners Tim Waibel and Lynn Fluegge agreed that the newer submersible pump design would be a better fit for the project than the more commonly used trash pumps. Director Greenwood also added that the trash pumps only need to be pulled on an as-needed basis, and it was not clarified that the newer pumps would need to be pulled annually.

There was discussion about the installation of the pumps in the spring. Director Greenwood stated that the installation date would be dependent on the weather and when the ground thaws. Because the work needs to be completed as soon as weather allows, Commissioner Dehen moved to amend the original motion to authorize Director Greenwood and Ditch Inspector Henry to facilitate the re-installation of the pumps concerning the freeze/thaw requirements. The motion was seconded by Commissioner Dranttel and passed 3-2 on a roll call vote, with Commissioners Zins and Morrow voting no.

Motion by Commissioner Zins and seconded by Commissioner Dranttel to approve Ditch Repair Report #23-034 as amended. Motion passed 5-0, with all voting in favor on a roll call vote.

Adjourn

The meeting was adjourned at 10:21 a.m.

JACK KOLARS, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER,
CLERK TO THE BOARD

Nicollet County Drainage Authority Meeting Agenda Item



Agenda Item: County Ditch 86A Improvement Project		
Primary Originating Division/Dept.: Public Works Contact: Michelle Zehnder Fischer Title: County Attorney Amount of Time Requested: 30 minutes Presenter: Roger Justin Title: Attorney	Meeting Date: 12/12/2023 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No	
County Strategy: Facilities and Space - preserve, maintain and build our assets (Select One)		
BACKGROUND/JUSTIFICATION: Pursuant to Minn. Stat. § 13D.05, subd. 3(b), a closed meeting of the Nicollet County Drainage Authority is needed to discuss potential litigation and legal strategy involving Nicollet County Ditch 86A. Roger Justin will appear via Zoom. The Board members will be present in person. Following the closed session, Board action may be taken based upon the information provided during the closed session.		
Supporting Documents: ☐ Attached ☐ In Signature Folder ☒ None		
Prior Drainage Authority Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known): 08/08/23		
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A		
ACTION REQUESTED: The Drainage Authority participate in a closed session to discuss potential litigation and legal strategy and take action in open session as may be warranted.		
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 = State (Select One) Total:	