

## Board of Commissioners Agenda

### October 22, 2024

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

Commissioners: Terry Morrow - Board Chair; Marie Dranttel - Vice Chair; Jack Kolars; 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. [October 8, 2024 Board Minutes](#)
  - b. Approval of Bills
5. Public Appearances

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

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

**9:10 a.m.      7. Health and Human Services**

- a. [Consider Resolution to Support Operation Green Light for Veterans](#)
- b. [Grant Acceptance 2025 Child Welfare Screening Grant](#)
- c. [2025 Purchase of Service Agreement: Brown County Evaluation Center, Inc.](#)

**9:25 a.m.      8. Finance**

- a. [Consider Resolution Quarter 3 2024 Donations](#)
- b. [Consider Resolution for Committing Funds for Health Insurance](#)

**9:35 a.m.      9. Human Resources**

- a. [Consider Total Compensation Assessment Agreement](#)

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

**9:40 a.m.      Call Drainage Authority Meeting to Order: Chair**

1. Approval of Agenda
2. Approval of Consent Agenda
  - a. [October 8, 2024 Drainage Authority Minutes](#)
3. Public Appearances

#### Mission Statement

Providing efficient services with innovation and accountability.

#### Vision Statement

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

#### Core Values

Leadership. Integrity.  
Accountability.  
Efficiency. Innovation.

## Board of Commissioners Agenda

### October 22, 2024

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

**9:45 a.m.**

#### 4. Public Works

##### a. County Ditch 86A Improvement Project

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. Following the closed session, the Board may take action based upon the information provided during the closed session.

##### b. Consider County Ditch 30A Repair Request

#### 5. Adjourn Drainage Authority Meeting

### Notice of Scheduled Meetings

The following is a notice of scheduled meetings. Pursuant to Minnesota Statute 13D.04, this notice of meetings also serves as notice of regular and special meetings of the Nicollet County Board of Commissioners. Questions or comments regarding 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](mailto:mandy.landkamer@co.nicollet.mn.us).

| Date         | Time                                                                  | Meeting                               | Location                                      |
|--------------|-----------------------------------------------------------------------|---------------------------------------|-----------------------------------------------|
| Oct. 22      | 9:00 a.m.                                                             | County Board of Commissioners Meeting | Gov. Center Board Room – St. Peter            |
| Oct. 22      | *following Board adjournment                                          | Drainage Authority Meeting            | Gov. Center Board Room – St. Peter            |
| Oct. 23      | 8:00 a.m. to 1:00 p.m.                                                | AMC District 7 Meeting                | U of MN Southern Research and Outreach Center |
| Nov. 11      | Non-Emergency Service buildings closed in observation of Veterans Day |                                       |                                               |
| Nov. 12      | 9:00 a.m.                                                             | County Board of Commissioners Meeting | Gov. Center Board Room – St. Peter            |
| Nov. 12      | *following Board adjournment                                          | Drainage Authority Meeting            | Gov. Center Board Room – St. Peter            |
| Nov. 18      | 8:30 a.m. to 3:30 p.m.                                                | Bridges Out of Poverty                | GAC – Alumni Hall                             |
| Nov. 19      | 8:15 a.m.                                                             | Individual Department Head – Sheriff  | Gov. Center Board Room – St. Peter            |
| Nov. 19      | 9:30 a.m.                                                             | Board Workshop                        | Gov. Center Board Room – St. Peter            |
| Nov. 26      | 9:00 a.m.                                                             | County Board of Commissioners Meeting | Gov. Center Board Room – St. Peter            |
| Nov. 26      | *following Board adjournment                                          | Drainage Authority Meeting            | Gov. Center Board Room – St. Peter            |
| Nov. 28 – 29 | Non-Emergency Service buildings closed in observation of Thanksgiving |                                       |                                               |

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**October 8, 2024**  
**OFFICIAL PROCEEDINGS OF THE**  
**BOARD OF COUNTY COMMISSIONERS**

The Nicollet County Board of Commissioners met in regular session on Tuesday, October 8, 2024, at 9:00 a.m. Present at the meeting were Commissioners Morrow, Dranttel, Kolars, Zins, and Dehen. Also present were County Administrator Mandy Landkamer and County Attorney Michelle Zehnder Fischer.

**Approval of Agenda:**

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

**Consent Agenda:**

1. September 24, 2024 Board Meeting Minutes
2. End of Probations
3. Joint Powers Agreement Minnesota Anti-Heroin Task Force Program
4. FY 2025 MPCA SSTS Program Grant Agreement
5. Approval of Bills
6. Acknowledgement of the Auditor's Warrants and approval of the Commissioner Warrants as presented for the following amounts:
  - a. General Revenue Fund - \$320,399.55
  - b. Road & Bridge Fund - \$134,795.01
  - c. Human Services Fund - \$256,255.25

Motion by Commissioner Dehen and seconded by Commissioner Dranttel to approve the above consent agenda items. Motion carried with all voting in favor.

**Public Appearances:**

There were no public appearances.

**University of Minnesota Extension:**

***Consider Proclamation for 4-H Week 2024***

University of Minnesota Extension Regional Director Christy Kallevig, along with Kelsey Brandt, 4-H Coordinator, 4-H members, and a volunteer summarized the activities and opportunities available to 4-H members. Ms. Brandt requested the Board approve the Proclamation declaring the week of October 7 – 12, 2024 as 4-H Week 2024.

Motion by Commissioner Zins and seconded by Commissioner Kolars to approve the Proclamation for 4-H Week 2024. Motion carried with all voting in favor on a roll call vote.

## **Health and Human Services:**

### ***Consider Resolutions for Adopted Revisions to Environmental Health Ordinances***

Director Sassenberg requested approval of four resolutions following the adoption and publication of the Nicollet County Swimming Pool Ordinance; the Nicollet County Food and Beverage Ordinance; the Nicollet County Lodging Ordinance; and the Nicollet County Manufactured Home Parks, Recreational Camp Areas, and Youth Camp Ordinance.

Motion by Commissioner Dehen and seconded by Commissioner Kolars to approve the Resolution of the Adoption of the Revised Nicollet County Swimming Pool Ordinance. Motion carried with all voting in favor on a roll call vote.

Motion by Commissioner Kolars and seconded by Commissioner Dranttel to approve the Resolution of the Adoption of the Revised Nicollet County Food and Beverage Ordinance. Motion carried with all voting in favor on a roll call vote.

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the Resolution of the Adoption of the Revised Nicollet County Lodging Ordinance. Motion carried with all voting in favor on a roll call vote.

Motion by Commissioner Kolars and seconded by Commissioner Dehen to approve the Resolution of the Adoption of the Revised Nicollet County Manufactured Home Parks, Recreational Camp Areas, and Youth Camp Ordinance. Motion carried with all voting in favor on a roll call vote.

## **Public Works**

### ***Consider Resolution Transferring Excess Municipal Construction Funds to Regular Construction Funds Account***

Director/County Engineer Greenwood requested approval to transfer excess funds from the Municipal Construction account to the Regular Construction account as allowed by state law.

Motion by Commissioner Dehen and seconded by Commissioner Kolars to approve the Resolution transferring the excess funds. Motion carried with all voting in favor on a roll call vote.

### ***Consider Snow Removal Agreement with City of New Ulm***

Director/County Engineer Greenwood requested approval of the proposed Snow and Ice Removal Agreement with the City of New Ulm. The agreement provides reimbursement to the City of New Ulm for services on CSAH 37.

Motion by Commissioner Zins and seconded by Commissioner Dranttel to approve the Snow and Ice Removal Agreement with the City of New Ulm. Motion carried with all voting in favor.

## **Human Resources**

### ***Minnesota Healthcare Consortium Renewal for 2025 Medical Insurance***

Administrator Landkamer requested approval of the Minnesota Healthcare Consortium renewal document for 2025 medical insurance and authorization for the Human Resources Director to sign the 2025 insurance renewal.

Motion by Commissioner Zins and seconded by Commissioner Dehen to approve the insurance renewal for 2025 and authorize the Human Resources Director to sign the renewal document. Motion carried with all voting in favor.

### **County Attorney Update:**

Attorney Zehnder Fischer shared that she recently attended a leadership conference with county attorneys. It was an opportunity to connect with system partners and discuss how offices can work together on various cases.

### **Chair's Report:**

- County Board/Drainage Authority Meeting
- Community Health Board
- Leadership Nicollet County
- HRA
- Tire – Electronic – Appliance Collection
- Anoka County East Central Regional Juvenile Center

### **Commissioner Committee Reports**

The Commissioners reported on various meetings and activities, including:

#### **Commissioner Marie Dranttel**

- County Board/Drainage Authority Meeting
- Community Health Board
- Strategic Plan Session
- Tire – Electronic –Appliance Collection

#### **Commissioner Mark Dehen**

- County Board/Drainage Authority Meeting
- Community Health Board
- Strategic Plan Session
- MRCI
- SCHSAC

#### **Commissioner Jack Kolars**

- Budget Workshop
- Personnel Committee
- RAC Meeting
- Community Health Board
- Strategic Plan Session

- County Board/Drainage Authority Meeting

**Commissioner Kurt Zins**

- County Board/Drainage Authority Meeting
- Personnel Committee
- Community Health Board
- Strategic Plan Session

**Approve Per Diems and Expenses:**

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

**Adjourn:**

The meeting adjourned at 9:33 a.m.

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TERRY MORROW, CHAIR  
BOARD OF COMMISSIONERS

ATTEST:

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MANDY LANDKAMER,  
CLERK TO THE BOARD

# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



|                                                                                                                                                                                                                                                                          |                                                                                                                                                                            |  |
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| <b>Agenda Item:</b><br>Proclamation Recognizing October as Cybersecurity Awareness Month in Nicollet County                                                                                                                                                              |                                                                                                                                                                            |  |
| Primary Originating Division/Dept.: Office of Technologies<br><br>Contact: Jason Dragvold                      Title: Technologies Director<br><br>Amount of Time Requested: 5 minutes<br><br>resenter: Jason Dragvold                      Title: Technologies Director | Meeting Date: 10/22/2024<br><br>Item Type: Regular Agenda<br><small>(Select One)</small><br><br>Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No |  |
| County Strategy: Programs and Services - deliver value-added quality services<br><small>(Select One)</small>                                                                                                                                                             |                                                                                                                                                                            |  |
| <b>BACKGROUND/JUSTIFICATION:</b><br>The Office of Technologies is requesting approval of a proclamation recognizing October as Cybersecurity Awareness Month in Nicollet County.                                                                                         |                                                                                                                                                                            |  |
| Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None                                                                                                                                     |                                                                                                                                                                            |  |
| Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No<br><br>If "yes", when? (provide year; mm/dd/yy if known)                                                                                                     |                                                                                                                                                                            |  |
| Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A                                                                                                                                            |                                                                                                                                                                            |  |
| <b>ACTION REQUESTED:</b><br>Approval of proclamation                                                                                                                                                                                                                     |                                                                                                                                                                            |  |
| <b>FISCAL IMPACT:</b> Other<br><small>(Select One)</small><br><br>If "Other", specify:<br><br><br><b>FTE IMPACT:</b> No FTE change<br><small>(Select One)</small><br><br>If "Increase or "Decrease," specify:<br><br>Related Financial/FTE Comments:                     | <b>FUNDING</b><br>County Dollars =<br><br>Grant<br><small>(Select One)</small><br><br><b>Total:</b>                                                                        |  |





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

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

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

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

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

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

**NOW, THEREFORE, BE IT PROCLAIMED**, by the Nicollet County Board of Commissioners that October 2024 is designated as:

Cybersecurity Awareness Month

October 22, 2024

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Terry Morrow, Chair  
Nicollet County Board of Commissioners

ATTEST:

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Mandy Landkamer  
Clerk to the Board



# Nicollet County Board of Commissioners Board Meeting Agenda Item



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|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <b>Agenda Item:</b>                                                                                                                                                                                                                                                                                                                                                                                     |                                                                            |
| Resolution to Support Operation Green Light for Veterans                                                                                                                                                                                                                                                                                                                                                |                                                                            |
| Primary Originating Division/Dept.: HHS/VSO                                                                                                                                                                                                                                                                                                                                                             | Meeting Date: 10/22/2024                                                   |
| Contact: Cassie Sassenberg      Title: HHS Director                                                                                                                                                                                                                                                                                                                                                     | Item Type: Regular Agenda<br>(Select One)                                  |
| Amount of Time Requested 5      minutes                                                                                                                                                                                                                                                                                                                                                                 |                                                                            |
| Presenter: Nathan Tish      Title: Veteran Services                                                                                                                                                                                                                                                                                                                                                     | Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No |
| County Strategy: Programs and Services - deliver value-added quality services<br>(Select One)                                                                                                                                                                                                                                                                                                           |                                                                            |
| <b>BACKGROUND/JUSTIFICATION:</b><br>Resolution presented by Nicollet County's Veteran Services Officer seeking support to declare November 4th through Veterans Day a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service and to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom. |                                                                            |
| Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None                                                                                                                                                                                                                                                                    |                                                                            |
| Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No                                                                                                                                                                                                                                                                                             |                                                                            |
| If "yes", when? (provide year; mm/dd/yy if known)                                                                                                                                                                                                                                                                                                                                                       |                                                                            |
| Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A                                                                                                                                                                                                                                                                           |                                                                            |
| <b>ACTION REQUESTED:</b><br>Approval of the resolution to support Operation Green Light.                                                                                                                                                                                                                                                                                                                |                                                                            |
| <b>FISCAL IMPACT:</b> No fiscal impact<br>(Select One)<br>If "Other", specify                                                                                                                                                                                                                                                                                                                           | <b>FUNDING</b><br>County Dollars =<br>Other<br>(Select One)                |
| <b>FTE IMPACT:</b> No FTE change<br>(Select One)<br>If "Increase or "Decrease" specify:<br>Related Financial/FTE Comments:                                                                                                                                                                                                                                                                              | <b>Total</b>                                                               |



## RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR VETERANS

**WHEREAS**, the residents of Nicollet County have great respect, admiration, and the utmost gratitude for all the men and women who have selflessly served our country and this community in the Armed Forces; and

**WHEREAS**, the contributions and sacrifices of those who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

**WHEREAS**, Nicollet County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

**WHEREAS**, veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veterans Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

**WHEREAS**, Approximately 200,000 service members transition to civilian communities annually; and

**WHEREAS**, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

**WHEREAS**, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

**WHEREAS**, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

**WHEREAS**, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

**WHEREAS**, Nicollet County appreciates the sacrifices of our United States military personnel and believes specific recognition should be granted.

**THEREFORE, BE IT RESOLVED**, with designation as a Green Light for Veterans County, Nicollet County hereby declares from November 4<sup>th</sup> through Veterans Day, November 11<sup>th</sup>, 2024 a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; and

**BE IT FURTHER RESOLVED**, that in observance of Operation Green Light, Nicollet County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying green lights at their place of business or residence from November 4th through the 11th, 2024.

Dated: October 22, 2024

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Terry Morrow, Chair  
Nicollet County Board of Commissioners

ATTEST:

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Mandy Landkamer, County Administrator  
Clerk to the Board

# Nicollet County Board of Commissioners Board Meeting Agenda Item



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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <b>Agenda Item:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                            |
| Grant Acceptance: 2025 Child Welfare Screening Grant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                            |
| Primary Originating Division/Dept.: HHS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Meeting Date: 10/22/2024                                                   |
| Contact: Cassie Sassenberg Title: HHS Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Item Type: Regular Agenda<br>(Select One)                                  |
| Amount of Time Requested 5 minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                            |
| Presenter: Cassie Sassenberg Title: HHS Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No |
| County Strategy: Programs and Services - deliver value-added quality services<br>(Select One)                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                            |
| <b>BACKGROUND/JUSTIFICATION:</b><br><p>On an annual basis, the Department of Human Services provides grant dollars for the provision of mental health screenings, assessments, and referrals for diagnostic assessment and/or treatment for children within the child welfare and juvenile justice populations. Our grant award for calendar year 2025 is \$25,641. These funds are anticipated to be used for child welfare services, specifically including mental health screenings, case management, respite care, and community education and prevention.</p> |                                                                            |
| Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                            |
| Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                            |
| If "yes", when? (provide year; mm/dd/yy if known) Annual review                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                            |
| Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                            |
| <b>ACTION REQUESTED:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                            |
| Approval of the 2025 County Grant Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                            |
| <b>FISCAL IMPACT:</b> Included in current budget<br>(Select One)<br>If "Other", specify                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>FUNDING</b><br>County Dollars =<br>Other<br>(Select One)                |
| <b>FTE IMPACT:</b> No FTE change<br>(Select One)<br>If "Increase or "Decrease" specify:<br>Related Financial/FTE Comments:                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Total</b>                                                               |



# Minnesota Department of Human Services

## County Grant Contract

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This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Administration ("STATE") and **Nicollet County**, an independent grantee, not an employee of the State of Minnesota, located at **622 South Front Street, St Peter, MN 56082-2106** ("COUNTY").

### RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: mental health screenings, assessments, and referrals for diagnostic assessment and/or treatment for children within the child welfare and juvenile justice populations (prioritizing funds for uninsured and underinsured children).

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

THEREFORE, the parties agree as follows:

### CONTRACT

#### 1. CONTRACT TERM AND SURVIVAL OF TERMS.

**1.1. Effective date:** This CONTRACT is effective on **January 1, 2025**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

**1.2. Expiration date.**

This CONTRACT is valid through **December 31, 2025**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

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

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

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

## **2. COUNTY'S DUTIES.**

**2.1 Duties.** COUNTY shall perform duties as follows:

1. Provide mental health screenings to eligible children/youth in the child welfare and juvenile justice systems as described in Minnesota Statutes, § 245.4874, subd. 1(a)(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6.
2. Utilize mental health screening instruments which have been approved for use with the child welfare and juvenile justice populations by the Commissioner of Human Services.
3. Utilize eligible screeners (child welfare and juvenile justice professionals and/or mental health practitioners) and ensure all screeners are trained and demonstrate competency on the use of the DHS approved screening instruments.
4. For those children/youth who are subsequently identified through screening as at-risk of needing or who need mental health services, COUNTY must inform the child/youth and parents or primary caregivers of the implications of a positive screen, and assist families with making a referral to a mental health professional for any necessary follow up mental health assessment or treatment.
5. For those children/youth who are subsequently identified through a positive screening as at-risk of needing or who need mental health services, COUNTY may choose to utilize grant funds for short term clinical, ancillary or supportive services such as diagnostic assessment, psychotherapy, skills and support groups, and other necessary mental health services not reimbursable by MHCP or other insurance.
6. For child welfare data, enter calendar year 2024 data into SSIS by March 15, 2025. For juvenile justice data, send data in the approved format and deadline indicated by the designated Department of Corrections contact.

## **2.2. Grant Progress Reports.**

COUNTY shall submit grant progress reports via the SSIS system annually and continually monitor grant activities internally.

**2.3 Accessibility.** Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the State of Minnesota Accessibility Standard, as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant

requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

### **3. CONSIDERATION AND TERMS OF PAYMENT.**

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

**a. Compensation.**

1. COUNTY will be paid in accordance with **Attachment A**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
  - a. COUNTY must obtain STATE written approval before changing any part of the budget.
  - b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
  - c. If COUNTY’s approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

**b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY’s performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner’s Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the Commissioner’s Plan, page 69, Chapter 15.<sup>1</sup> COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

**c. Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **twenty-five thousand six hundred forty-one dollars (\$25,641)**. The breakdown of the total award amount is as follows: Child Welfare, **twenty-five thousand thirty (\$25,030)** and Juvenile Justice, **six hundred ten dollars (\$611)**.

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

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<sup>1</sup> <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

### 3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule:

| REPORTING PERIOD                    | INVOICE DUE      |
|-------------------------------------|------------------|
| January 1, 2025 – March 31, 2025    | April 30, 2025   |
| April 1, 2025 – June 30, 2025       | July 30, 2025    |
| July 1, 2025 – September 30, 2025   | October 30, 2025 |
| October 1, 2025 – December 31, 2025 | January 30, 2025 |

If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

- b. **Federal funds.** N/A

### 4. CONDITIONS OF PAYMENT.

**4.1. Satisfaction of STATE.** All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

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

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



#### **4.4. Unexpended Funds.**

COUNTY must promptly return to the STATE any unexpended funds that have not been accounted for annually in a financial report to the STATE due at grant closeout.

#### **5. PAYMENT RECOUPMENT.**

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

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

#### **6. TERMINATION.**

##### **6.1. Termination by the State.**

- a. **Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to COUNTY. Upon termination, COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- b. **Termination for Cause.** STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the 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. 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.

##### **6.2. Termination by the Commissioner of Administration.**

In accord with Minn. Stat. § 16B.991, subd. 2, the Commissioner of Administration may unilaterally cancel this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

**6.3. Insufficient funds.** STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services

satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

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

**6.5. Conviction relating to a grant.** In accordance with Minn. Stat. § 16B.991, subd. 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

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

**7.1. State.** STATE's authorized representative for the purposes of administration of this CONTRACT is **Mollie Dusha** or successor. Phone and email: **651-431-4782, CMHSG.DHS@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

**7.2. County.** COUNTY's Authorized Representative is **Cassandra Sassenberg** or successor. Phone and email: **507-934-8573, cassandra.sassenberg@co.nicollet.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

**7.3. Information Privacy and Security.** (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Cassandra Sassenberg** or successor. Phone and email: **507-934-8573, cassandra.sassenberg@co.nicollet.mn.us**.

## **8. INSURANCE REQUIREMENTS.**

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

## **9. LIABILITY.**

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

## 10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

## 11. INTELLECTUAL PROPERTY RIGHTS.

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

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

### 11.3. Responsibilities.

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

- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

## **12. PUBLICITY.**

**12.1. General publicity.** Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

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

**13. OWNERSHIP OF EQUIPMENT.** The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally

be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

#### **14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.**

##### **14.1. State audit.**

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

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

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

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

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

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

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

##### **a. Instructions for Certification**

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this

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

**b. Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

**15. JURISDICTION AND VENUE.**

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

**16. CLERICAL ERRORS AND NON-WAIVER.**

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

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

**17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.**

**17.1. Amendments.** Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

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

**17.3. Entire Agreement.**

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

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



## **18. PROCURING GOODS AND CONTRACTED SERVICES.**

**18.1. Contracting and bidding requirements.** COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

**18.2. Prevailing wage.** For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

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

## **19. SUBCONTRACTS.**

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

## **20. LEGAL COMPLIANCE.**

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

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

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

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

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

**21. OTHER PROVISIONS**

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

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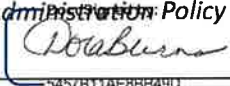
Signature Page Follows

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

**APPROVED**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.*

By:  \_\_\_\_\_  
5457B11AE8BB49D...

Date: 10/4/2024 \_\_\_\_\_

Contract No: 258218 \_\_\_\_\_

**2. COUNTY**

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

By: \_\_\_\_\_

Title: Health and Human Services Director \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By (with delegated authority): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Distribution: (fully executed contract to each)**

Contracts and Legal Compliance Division

County

State Authorized Representative

| Attachment A: Budget                                               |              |                                                                    |              |               |
|--------------------------------------------------------------------|--------------|--------------------------------------------------------------------|--------------|---------------|
| BUDGET SUMMARY Year 1                                              |              | BUDGET SUMMARY Year 2                                              |              | PROJECT TOTAL |
| January 1, 2025 to June 30, 2025                                   |              | July 1, 2025 to December 31, 2025                                  |              |               |
| BRASS Code                                                         | TOTAL BUDGET | BRASS Code                                                         | TOTAL BUDGET |               |
| 111 – Mental Health Screening (up to 55%)                          | \$5,000.00   | 111 – Mental Health Screening (up to 55%)                          | \$5,000.00   |               |
| 197 – Local Collaborative Undifferentiated Services                |              | 197 – Local Collaborative Undifferentiated Services                |              |               |
| 401 – Information & Referral                                       |              | 401 – Information & Referral                                       |              |               |
| 402 – Community Education & Prevention                             | \$3,500.00   | 402 – Community Education & Prevention                             | \$3,500.00   |               |
| 404 – Client Outreach                                              |              | 404 – Client Outreach                                              |              |               |
| 405 – Child Outpatient Diagnostic Assessment/Psychological Testing |              | 405 – Child Outpatient Diagnostic Assessment/Psychological Testing |              |               |
| 407 – Early Identification & Intervention                          |              | 407 – Early Identification & Intervention                          |              |               |
| 416 – Transportation                                               |              | 416 – Transportation                                               |              |               |
| 430 – Other Family Community Support Services                      |              | 430 – Other Family Community Support Services                      |              |               |
| 451 – Emergency Response Services                                  |              | 451 – Emergency Response Services                                  |              |               |
| 453 – Child Outpatient Psychotherapy                               |              | 453 – Child Outpatient Psychotherapy                               |              |               |
| 455 – Child Outpatient Medication Management                       |              | 455 – Child Outpatient Medication Management                       |              |               |
| 457 – Child/Family Psychoeducation                                 |              | 457 – Child/Family Psychoeducation                                 |              |               |
| 462 – Family Based Services                                        |              | 462 – Family Based Services                                        |              |               |
| 467 – Child Day Treatment                                          |              | 467 – Child Day Treatment                                          |              |               |
| 489 – Child Respite Care                                           | \$2,500.00   | 489 – Child Respite Care                                           | \$2,500.00   |               |
| 490 – Child Rule 79 Case Management                                | \$1,820.50   | 490 – Child Rule 79 Case Management                                | \$1,820.50   |               |
| TOTAL FUNDS State Fiscal Year 2025                                 | \$12,820.50  | TOTAL FUNDS State Fiscal Year 2026                                 | \$12,820.50  | \$25,641.00   |

| BUDGET SUMMARY AND JUSTIFICATION FORM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <p>A separate budget justification is required for each state fiscal year ( i.e. 1/1/24 - 6/30/24 = FY 1, 7/1/24 - 12/31/24 = FY 2). The tables below will expand as necessary. The budget justification must contain a complete breakdown of budget category items by BRASS code. The budget justification must also contain summary calculations and formulas for each item of cost in a category and the basis for each calculation. All allowable categories broken down by BRASS code with descriptions are listed below. Salaries should be listed as FTE, hours per week, number of week times the rate of pay, equal total salary.</p> <p><b>BUDGET JUSTIFICATION FY25: January 1, 2025 to June 30, 2025</b></p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     |
| BRASS Code-Category Breakdown                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | JUSTIFICATION NARRATIVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | State Fiscal Year 1 |
| <b>111 – Mental Health Screening (up to 55%)</b><br><ul style="list-style-type: none"> <li>Costs of screening instruments, copies, and translations</li> <li>Staff time in administering screenings</li> <li>Entering screening data into SSIS/CSTS</li> <li>Staff mental health trainings</li> <li>Supervision for staff who complete screenings</li> </ul>                                                                                                                                                                                                                                                                                                                                                             | <b>111 – Mental Health Screening</b> Group reflective supervision of child welfare staff that complete screenings: 2 hours/month at \$225/hour * 6 months = \$2700. Staff cost = Average number of kids needing a screen per month (5) * 1.5 hours for administering, scoring and entering data by case manager * average monthly CM salary (\$48.52/hour with salary and benefits) = \$2,183.40; \$7,200 per year for reflective group supervision and mental health trainings for staff who complete screenings                                                                             | \$5,000.00          |
| <b>402 – Community Education &amp; Prevention</b><br>Activities designed to educate the target populations (child welfare and juvenile justice) about mental health and co-occurring issues: The goals are to increase the understanding of mental health, reduce stigma, promote recovery and increase awareness of the availability of resources and services and improve skills in dealing with mental health issues.                                                                                                                                                                                                                                                                                                 | <b>402 – Community Education &amp; Prevention</b> Nicollet County staff members provide mental health education to the community as a whole through participation in training or educational opportunities. Case managers also target at-risk youth and families by providing educational activities, curriculum, and programming at community locations. These funds will be used to pay for staff time at an average rate of \$48.52 per hour for no more than 100 hours as well as purchased curriculum, hired mental health education presenters, and other supplies needed for sessions. | \$3,500.00          |
| <b>489 – Child Respite Care</b><br>Short-term care provided to children/youth with a positive screen and subsequent diagnosis of an emotional disturbance due to the temporary absence or need for relief for those person normally providing care.                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>489 – Child Respite Care</b> This fund will be used for traditional respite (including overnight care and daily childcare) as well as non-traditional respite, including camps, clubs, sports, and cultural activities or lessons.                                                                                                                                                                                                                                                                                                                                                         | \$2,500.00          |
| <b>490 – Child Rule 79 Case Management</b><br>Activities that are coordinated with family community support services to help children/youth with a positive screen and subsequent diagnosis of an emotional disturbance and their families obtain needed mental health services, social services, educational, health, recreational and related services.                                                                                                                                                                                                                                                                                                                                                                | <b>490 – Child Rule 79 Case Management</b> Nicollet County will use these funds to purchase parental capacity evaluations in order for families to obtain needed mental health services or other services to support improved mental health of affected children.                                                                                                                                                                                                                                                                                                                             | \$1,820.50          |
| <b>TOTAL State Fiscal Year 1</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>\$12,820.50</b>  |

| Attachment A: BUDGET SUMMARY AND JUSTIFICATION FORM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| A separate budget justification is required for each state fiscal year ( i.e. 1/1/24 - 6/30/24 = FY 1, 7/1/24 - 12/31/24 = FY 2). The tables below will expand as necessary. The budget justification must contain a complete breakdown of budget category items by BRASS code. The budget justification must also contain summary calculations and formulas for each item of cost in a category and the basis for each calculation. All allowable categories broken down by BRASS code with descriptions are listed below. Salaries should be listed as FTE, hours per week, number of week times the rate of pay, equal total salary. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     |
| <b>BUDGET JUSTIFICATION FY26: July 1, 2025 to December 31, 2025</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                     |
| BRASS Code-Category Breakdown                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | JUSTIFICATION NARRATIVE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | State Fiscal Year 2 |
| <b>111 – Mental Health Screening (up to 55%)</b><br><ul style="list-style-type: none"> <li>Costs of screening instruments, copies, and translations</li> <li>Staff time in administering screenings</li> <li>Entering screening data into SSIS/CSTS</li> <li>Staff mental health trainings</li> <li>Supervision for staff who complete screenings</li> </ul>                                                                                                                                                                                                                                                                            | <b>111 – Mental Health Screening</b> Group reflective supervision of child welfare staff that complete screenings: 2 hours/month at \$225/hour * 6 months = \$2700. Staff cost = Average number of kids needing a screen per month (5) * 1.5 hours for administering, scoring and entering data by case manager * average monthly CM salary (\$48.52/hour with salary and benefits) = \$2,183.40; \$7,200 per year for reflective group supervision and mental health trainings for staff who complete screenings                                                                             | \$5,000.00          |
| <b>402 – Community Education &amp; Prevention</b><br>Activities designed to educate the <i>target populations (child welfare and juvenile justice)</i> about mental health and co-occurring issues: The goals are to increase the understanding of mental health, reduce stigma, promote recovery and increase awareness of the availability of resources and services and improve skills in dealing with mental health issues.                                                                                                                                                                                                         | <b>402 – Community Education &amp; Prevention</b> Nicollet County staff members provide mental health education to the community as a whole through participation in training or educational opportunities. Case managers also target at-risk youth and families by providing educational activities, curriculum, and programming at community locations. These funds will be used to pay for staff time at an average rate of \$48.52 per hour for no more than 100 hours as well as purchased curriculum, hired mental health education presenters, and other supplies needed for sessions. | \$3,500.00          |
| <b>489 – Child Respite Care</b><br>Short-term care provided to <i>children/youth with a positive screen and subsequent diagnosis of an emotional disturbance</i> due to the temporary absence or need for relief for those person normally providing care.                                                                                                                                                                                                                                                                                                                                                                              | <b>489 – Child Respite Care</b> This fund will be used for traditional respite (including overnight care and daily childcare) as well as non-traditional respite, including camps, clubs, sports, and cultural activities or lessons.                                                                                                                                                                                                                                                                                                                                                         | \$2,500.00          |
| <b>490 – Child Rule 79 Case Management</b><br>Activities that are coordinated with family community support services to help <i>children/youth with a positive screen and subsequent diagnosis of an emotional disturbance</i> and their families obtain needed mental health services, social services, educational, health, recreational and related services.                                                                                                                                                                                                                                                                        | <b>490 – Child Rule 79 Case Management</b> Nicollet County will use these funds to purchase parental capacity evaluations in order for families to obtain needed mental health services or other services to support improved mental health of affected children.                                                                                                                                                                                                                                                                                                                             | \$1,820.50          |
| <b>TOTAL State Fiscal Year 2</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>\$12,820.50</b>  |

# Nicollet County Board of Commissioners Board Meeting Agenda Item



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <b>Agenda Item:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                            |
| 2025 Purchase of Service Agreement: Brown County Evaluation Center, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                            |
| Primary Originating Division/Dept.: HHS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Meeting Date: 10/22/2024                                                   |
| Contact: Cassie Sassenberg Title: HHS Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Item Type: (Select One) Regular Agenda                                     |
| Amount of Time Requested 5 minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                            |
| Presenter: Cassie Sassenberg Title: HHS Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No |
| County Strategy: (Select One) Programs and Services - deliver value-added quality services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                            |
| <b>BACKGROUND/JUSTIFICATION:</b><br><p>The Brown County Evaluation Center, Inc. continues to be our provider of detoxification and evaluation services. Nicollet County Health and Human Services received the attached 2025 County Purchase of Service Agreement from the facility. The 2025 Agreement reflects an approximately 1% increase to the daily rate. Nicollet County is required to pay this cost and attempts to recover the cost through our internal collections process.</p> <p>Due to the lack of available options, when able, the facility continues to accommodate requests from counties to temporarily provide a protective environment for individuals who are committed as chemically dependent and waiting for available residential chemical dependency treatment.</p> |                                                                            |
| Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                            |
| Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                            |
| If "yes", when? (provide year; mm/dd/yy if known) 11/14/23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                            |
| Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                            |
| <b>ACTION REQUESTED:</b><br>Approval of the 2025 Purchase of Service Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                            |
| <b>FISCAL IMPACT:</b> Included in current budget<br>(Select One)<br>If "Other", specify                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>FUNDING</b><br>County Dollars =<br>Other<br>(Select One)                |
| <b>FTE IMPACT:</b> No FTE change<br>(Select One)<br>If "Increase or "Decrease" specify:<br>Related Financial/FTE Comments:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Total</b>                                                               |

**BROWN COUNTY EVALUATION CENTER, INC.**  
**DETOX DIVISION**

**COUNTY PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT is between Brown County Evaluation Center, Inc., 510 North Front Street, New Ulm, Minnesota 56073, hereinafter referred to as the “Contractor” and Nicollet County on behalf of the agency, hereinafter referred to as the “Agency.”

1. Term of Agreement

This Agreement shall commence January 1, 2025 and expire December 31, 2025.

2. Member County

To be a member county, Nicollet County, or any other county, will sign this agreement and agree to call Contractor first and use Contractor exclusively as bed space is available in the New Ulm detox facility for all detoxification and evaluation services needed.

3. Eligible Recipients

For the purposes of this Agreement, Eligible Recipients will be only those individuals who meet the Contractor’s admission criteria and who, at the time of admission:

- a. Appear to be intoxicated; or
  - b. Experience physical, mental, spiritual, emotional, or social problems due to withdrawal from alcohol or other drugs; or
  - c. Patients held under Minnesota Statutes, section 253B.07 Subdivision 2b and are in need of temporary placement; or
  - d. Patients who have been committed under Minnesota Statutes Chapter 253B and are in need of temporary placement; or
  - e. Patients being held as Chemically Dependent under Minnesota Statutes, section 253B.051 Subdivisions 1 and 2; or
- Need to stay temporarily in a protective environment because of a crisis related to substance use disorder. Persons meeting this criterion may be admitted only at the request of the county of fiscal responsibility, as determined according to Minnesota Statutes, Section 256G.02, Subdivision 4. Persons admitted according to this provision must not be restricted to the facility.

Contractor reserves the right to decline admission to any proposed patient originating from a non-member county.

4. Services to be Provided

- a. The Contractor will provide detoxification and evaluation services to all Nicollet County Residents that are either self-referred, referred by Nicollet County Social Services, or by Law Enforcement Agencies located in Nicollet County. Also, services will be provided to non-Nicollet County residents who are referred to the Contractor by Law Enforcement Agencies located in Nicollet County or Nicollet County Social Services.



- b. The Contractor will provide detoxification and evaluation services to Nicollet County referrals at the New Ulm, Minnesota detox facility.
  - c. The Contractor will provide transport vehicle and transport personnel. This service is contingent on availability of the Contractor's vehicle. This transportation service is from designated pickup points to the Contractor's Center.
  - d. Contractor shall refer and transfer Eligible Recipients to New Ulm Medical Center, New Ulm, Minnesota for additional treatment as prescribed, needed, or indicated in or by an Eligible Recipient's acute medical or psychological condition, or when it appears there may be a danger to an Eligible Recipient because of illness or complications. The responsibility of payment of any medical services if Eligible Recipient has no medical insurance, Medical Assistance, or any other means to pay will be negotiated between the Eligible Recipient and the medical service provider.
  - e. Before discharge from the New Ulm detox facility, the Contractor will provide a mental health assessment by a mental health professional for any Eligible Recipient who is admitted with, or develops suicidal ideation while receiving detoxification services. Responsibility for payment of mental health assessment if Eligible Recipient has no medical insurance, Medical Assistance, or any other means to pay will be Nicollet County or referring county.
5. Termination of Services.
- Unless Contractor agrees otherwise in writing, all services to be provided by Contractor as described herein shall be for a duration of 72 hours from the time of the patient's admission. If services needed shall be necessary beyond 72 hour, the member or non-member county shall agree to an extension of the patient's stay. Upon the request of the Contractor, the source county for the patient shall promptly respond to Contractor's request for the removal of the patient at the time of the termination of services.
6. Payment for Services
- A. The Contractor shall provide a monthly billing to the Agency within 15 days after month's end. Following is a rate schedule for detoxification services, medical costs, and transportation services.
- 1. Detoxification Service provided at the New Ulm, Minnesota Detox Facility is \$475 per patient per twenty-four-hour period beginning at time of admission. In cases that Brown County Evaluation Center, Inc. has a Provider of Service Agreement, such as Blue Cross and Health Partners, Brown County Evaluation Center, Inc. will follow insurance company's definition of billable days of service. This will take precedence over Brown County Evaluation Center, Inc. definition.
  - 2. Transportation Services
    - a. Contracted Counties – will receive no additional charge for transportation service. In the event a BCEC driver is not available to transport a detox patient, or the driver is unable to respond within one hour of initial notification, BCEC will reimburse a contracted county, or Law Enforcement Agencies located in Nicollet County, for the services of their driver. BCEC will reimburse counties/city a maximum of \$1.41 per mile after receiving a billing statement from the county/city. Billing statement must contain patient's name and date of transport. If BCEC has already started drivers, BCEC will not reimburse the law enforcement transport.

- b. In the case of a County Agency-referred patient unable to provide him/herself with transportation back to place of residence or to an agreed upon treatment facility, the Agency will be responsible to pay the cost of transportation. Charges will be \$0.67 per mile plus the IRS allowable rate which is currently \$0.67 per mile round trip. (example: currently \$1.34)
  - c. The contractor will bill the Agency for transportation cost incurred when transportation services are requested and later cancelled. This is not applicable when client has been later transferred by law enforcement.
3. Medical Costs
- a. Nicollet County – no charge for Condition Specific Protocol (standing orders) medications.
  - b. The Agency agrees to pay for services, mental health assessments, materials, or medical supplies that occur within the detox center and are above and beyond the usual and customary in provision of detoxification treatment. This includes, but is not limited to, services, supplies, or medications that are medically necessary for an extremely ill or suicidal patient. Costs incurred by Contractor to obtain medically or legally required medical services will be billed to the Agency.

**B. Billing**

- a. Insured Eligible Recipient: Contractor shall bill recipient's insurance directly for the per diem cost and retain any amounts collected from recipient's insurance as payment for services. A service fee of 12% of the total cost shall be billed directly to the Agency for any recipient requiring insurance processing. Contractor shall submit any amounts not covered by any insurance provider agreement, including recipient co-pays and deductibles, to the Agency within 30 days of receiving the Explanation of Benefits from recipient's insurance provider or Letter of Non-Payment from Contractor. The Agency understands that the per diem cost represents one hundred percent (100%) of the detoxification services cost and the Agency may seek recapture of monies expended on behalf of Eligible Recipients and keep all monies collected from Eligible Recipients. The Contractor will attempt to provide the Agency with all information needed to recapture fees from Eligible Recipients.
  - i. For purposes of this provision, an "Insured Recipient" is a patient who provides proof of current and payable health insurance to Contractor at the time of admission or any time within 4 calendar days from the date of discharge from the facility.
  - ii. Any recipient who has not provided Contractor with proof of current health insurance within 14 calendar days from the date of discharge will be considered an "Uninsured Recipient" and Agency shall be billed the per diem cost as outlined below.
- b. Uninsured Patients: Contractor shall bill Agency the full amount of the per diem rate. The Agency will receive a discount of \$88 per recipient for all amounts paid within 30 days of receipt of the bill. The Agency understands that the per diem cost represents one hundred percent (100%) of the detoxification services cost and the Agency may seek recapture of the per diem rate from Eligible Recipients and keep all monies collected from Eligible Recipients. The Contractor will attempt to provide the Agency with all information needed to recapture the per diem rate from Eligible Recipients.

- c. All payments made for service under this Agreement shall be subject to audit of recipient eligibility, units of service provided, and revenue received by the Contractor for the detoxification services.

C. Processing Fee

- a. A \$150 processing fee will be assessed to patients whose stay is 24 hours or less. This will be billed to the patient directly. This will not be billed to the “agency” or insurance companies.

7. Agency Access

The Agency or any authorized representative has the right to conduct periodic on-site visits to determine compliance with this Agreement and to evaluate the quality of service provided under this Agreement.

8. Bonding, Indemnity, and Insurance

A. Bonding. The Contractor shall retain at all times during the terms of this Agreement, a Faithful Performance Blanket position Bond for the amount of \$100,000 covering the activities of its personnel authorized to receive or distribute moneys.

B. Indemnity.

1. The Contractor agrees that it will indemnify and hold harmless the Agency, and its officers and employees against any and all liability, loss, damages, costs, and expenses which result from or are caused by any act or omission of the Contractor, its officers, agents, contractors, or employees in the performance of services provided by this Agreement. The Agency agrees that they will indemnify, hold harmless, and defend the loss, damages, costs, and expenses which the Contractor may hereby sustain, incur, or be required to pay to the extent said liability, loss, damages, costs, and expenses which result from or are caused by any act or omission of the Agency its officers, agents, contractors, or employees in the performance of services provided by this Agreement.
2. In the event that any action, suit, or proceeding is brought against the Agency upon any matter herein indemnified against, the Agency shall as soon as practicable cause notice in writing thereof to be given to the Contractor by mail addressed to its post office address.

C. Insurance. The Contractor does further agree that in order to protect itself as well as the Agency under the Indemnity provision hereinabove set forth, it will at all times during the term of this Agreement keep in force a liability insurance policy with the following minimum amounts: \$2,000,000 for property damage sustained by any one person; and \$2,000,000 for total injuries and/or damages arising from any one incidence or occurrence. The Contractor shall also at all times during the term of this Agreement keep in force professional liability insurance with the following amounts: \$2,000,000 each claim/\$3,000,000 aggregate.

9. Confidentiality

The use or disclosure by any party of information concerning an Eligible Recipient in violation of any rule of confidentiality provided for in state laws, or federal laws, or HIPAA regulations, or for any purpose not directly connected with the Agency’s or Contractor’s responsibility with respect to the detox services, hereunder is prohibited except on written consent of such Eligible Recipient, the Eligible Recipient’s attorney, or Eligible Recipient’s responsible parent or guardian.

Member Counties and Non-Member Counties acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the Brown County Evaluation Center identifying or otherwise relating to the patients in the Program ("protected information"), it is fully bound by the provisions of the Federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR, Part 2; and the Health Insurance Portability and Accountability Act (HIPPA), 45 CFR, Parts 142, 160, 162 and 164, and may not use or disclose the information except as permitted or required by this Agreement or by law.

10. Assignment

The services to be performed by the Contractor shall not be assigned, subcontracted, sublet, or transferred without the prior written approval of the Agency.

11. Title IV Compliance

For Federal Civil Rights Compliance for Title IV, the Contractor realizes we have a legal obligation to provide language assistance services to all applicants and patients with Limited English Proficiency free of charge and in a timely manner during all hours of operation.

12. Equal Employment Opportunity and Civil Rights and Non-Discrimination Clause

A. During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, creed, religion, national origin, sex, marital status, disability, sexual orientation, and status with regard to public assistance; and, be excluded from full employment rights in, participated in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provision of any and all applicable federal and state laws against discrimination including the Civil Rights Act of 1964. The Contractor will furnish the Responsible County, through the Responsible Agency, all reports required by Executive Order No. 11246 and Revised Order No. 4, and by the rules and regulations and orders of the Secretary of Labor, and the Minnesota Department of Human Services for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

By: Cassandra Jassenberg Date: 10/15/2024  
Director, Nicollet County Social Services

By: [Signature] Date: 09/30/2024  
Executive Director, Brown County Evaluation Center

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Nicollet County Board Chair

IN WITNESS WHEREOF, THE Agency and the Contractor have executed this Agreement as of the day and year first above written.

APPROVED AS TO FORM:

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Nicollet County Attorney

# Nicollet County Board of Commissioners Board Meeting Agenda Item



|                                                                                                                                                                                                                              |                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agenda Item:</b><br>Qtr 3 2024 Donations                                                                                                                                                                                  |                                                                                                                                                                |
| Primary Originating Division/Dept.: Finance<br><br>Contact: Heather McCormick      Title: Finance Director<br><br>Amount of Time Requested: 5    minutes<br><br>Presenter: Heather McCormick      Title: Finance Director    | Meeting Date: 10/22/2024<br><br>Item Type:<br>(Select One)    Regular Agenda<br><br>Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No |
| County Strategy:<br>(Select One)    Programs and Services - deliver value-added quality services                                                                                                                             |                                                                                                                                                                |
| <b>BACKGROUND/JUSTIFICATION:</b><br>This is to present the Quarter 3 2024 Donations received for approval by resolution.                                                                                                     |                                                                                                                                                                |
| Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None                                                                                         |                                                                                                                                                                |
| Prior Board Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No<br><br>If "yes", when? (provide year; mm/dd/yy if known)                                                         |                                                                                                                                                                |
| Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A                                                                                                |                                                                                                                                                                |
| <b>ACTION REQUESTED:</b><br>Approval of Donations by resolution                                                                                                                                                              |                                                                                                                                                                |
| <b>FISCAL IMPACT:</b> Other<br>(Select One)<br><br>If "Other", specify: Donations<br><br><b>FTE IMPACT:</b> No FTE change<br>(Select One)<br><br>If "Increase or "Decrease," specify:<br><br>Related Financial/FTE Comments: | <b>FUNDING</b><br>County Dollars =<br><br>Other      (3,138.65)<br>(Select One)<br><br><b>Total:</b> (3,138.65)                                                |



## RESOLUTION APPROVING THE ACCEPTANCE OF DONATIONS



**WHEREAS**, MN Statute 465.03 states any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full; and

**WHEREAS**, the Nicollet County Finance Office has compiled a list of donations made to the County from July 1 through September 30, 2024.

**THEREFORE, BE IT RESOLVED** that the Nicollet County Board of Commissioners approve the following donations made to the County from July 1 through September 30, 2024

### Donations received by Nicollet County July 1 through September 30, 2024

| <u>FROM WHOM</u>         | <u>AMOUNT</u>   | <u>PURPOSE</u>                                 |
|--------------------------|-----------------|------------------------------------------------|
| Steve and Maureen Scholl | \$50.00         | Van Program - Memorial to Windy Block          |
| Tom & Nancy Thorkelson   | \$30.00         | Van Program - Memorial to Windy Block          |
| Various                  | <u>\$280.00</u> | Van Program                                    |
|                          | \$360.00        |                                                |
| Auto Restorers           | \$400.00        | Sheriff's Posse                                |
|                          | <u>\$600.00</u> | Sheriff's K-9                                  |
|                          | \$1,000.00      |                                                |
| William Nelsen           | \$1,183.65      | 7-Mile Park Bench - In Memory of Margie Nelson |
| Beyond Brink             | \$250.00        | Project Community Connect                      |
| Various Donations        | <u>\$345.00</u> | Loan Closet                                    |
|                          | <u>\$595.00</u> |                                                |
| Total                    | \$3,138.65      |                                                |

Date this 22nd day of October, 2024

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Terry Morrow, Chair  
Nicollet County Board of Commissioners

ATTEST:

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Mandy Landkamer  
County Administrator and Clerk to the Board

# Nicollet County Board of Commissioners

## Board Meeting Agenda Item



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                            |  |                                                                                                             |                                                                                                                            |                                                                                                                                                    |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Agenda Item:</b><br>Resolution for Committing Funds for Health Insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                            |  |                                                                                                             |                                                                                                                            |                                                                                                                                                    |  |
| Primary Originating Division/Dept.: Finance<br><br>Contact: Heather McCormick                      Title: Finance Director<br><br>Amount of Time Requested: 5    minutes<br><br>Presenter: Heather McCormick                      Title: Finance Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Meeting Date: 10/22/2024<br><br>Item Type: Regular Agenda<br><small>(Select One)</small><br><br>Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No |  |                                                                                                             |                                                                                                                            |                                                                                                                                                    |  |
| County Strategy: Financial Security - prudent use of taxpayer resources<br><small>(Select One)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                            |  |                                                                                                             |                                                                                                                            |                                                                                                                                                    |  |
| <b>BACKGROUND/JUSTIFICATION:</b><br><br><p>In September 2021, Nicollet County entered into a Joint Powers Agreement with South Central Services Cooperative (SCSC) for group employment benefits. SCSC is one of seven MN service cooperatives that have joined together to form Minnesota Healthcare Consortium (MHC) and a self-insured pool. This agreement changed insurance administrators from Health Partners in 2021, to Medica in 2022 and was driven by cost savings. At that time, the recommendation was to keep current rates in place for the next 3 years, funding the savings into a Reserve to be used for future Medical or Wellness Programs. The amount of savings for reserves within the 2024 budget totals 369,059. This is the final year of savings for budgeted reserves, bringing the total over 3 years to \$1,865,435.</p> <p>Following GASB 54 and Nicollet County Fund Balance Policy, Committed Funds are amounts that can be used only for specific purposes determined by a formal action of a government's highest level of decision-making authority. We request approval by resolution to commit these funds on the 2024 Nicollet County Financial Statement, to be spent on future health insurance expenses.</p> |                                                                                                                                                                            |  |                                                                                                             |                                                                                                                            |                                                                                                                                                    |  |
| Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                            |  |                                                                                                             |                                                                                                                            |                                                                                                                                                    |  |
| Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No<br><br>If "yes", when? (provide year; mm/dd/yy if known)    11/28/2023                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                            |  |                                                                                                             |                                                                                                                            |                                                                                                                                                    |  |
| Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                            |  |                                                                                                             |                                                                                                                            |                                                                                                                                                    |  |
| <b>ACTION REQUESTED:</b><br>Approval of Resolution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                            |  |                                                                                                             |                                                                                                                            |                                                                                                                                                    |  |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>FISCAL IMPACT:</b> Included in current budget<br/> <small>(Select One)</small><br/><br/>           If "Other", specify:         </td> <td style="width: 50%; vertical-align: top;"> <b>FUNDING</b><br/>           County Dollars =    \$369,059<br/><br/>           Other<br/> <small>(Select One)</small><br/><br/> <b>Total:</b> \$369,059         </td> </tr> <tr> <td colspan="2" style="padding-top: 10px;"> <b>FTE IMPACT:</b> No FTE change<br/> <small>(Select One)</small><br/><br/>           If "Increase or "Decrease," specify:<br/><br/>           Related Financial/FTE Comments:         </td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                            |  | <b>FISCAL IMPACT:</b> Included in current budget<br><small>(Select One)</small><br><br>If "Other", specify: | <b>FUNDING</b><br>County Dollars =    \$369,059<br><br>Other<br><small>(Select One)</small><br><br><b>Total:</b> \$369,059 | <b>FTE IMPACT:</b> No FTE change<br><small>(Select One)</small><br><br>If "Increase or "Decrease," specify:<br><br>Related Financial/FTE Comments: |  |
| <b>FISCAL IMPACT:</b> Included in current budget<br><small>(Select One)</small><br><br>If "Other", specify:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>FUNDING</b><br>County Dollars =    \$369,059<br><br>Other<br><small>(Select One)</small><br><br><b>Total:</b> \$369,059                                                 |  |                                                                                                             |                                                                                                                            |                                                                                                                                                    |  |
| <b>FTE IMPACT:</b> No FTE change<br><small>(Select One)</small><br><br>If "Increase or "Decrease," specify:<br><br>Related Financial/FTE Comments:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                            |  |                                                                                                             |                                                                                                                            |                                                                                                                                                    |  |





## RESOLUTION APPROVING COMMITTED FUND BALANCE FOR HEALTH INSURANCE PURPOSES



**WHEREAS**, the Nicollet County Board approved a Fund Balance Classification Policy on January 24, 2012, and

**WHEREAS**, the Nicollet County Policy for Fund Balance requires commitment of funds at the discretion of the County Board, and

**WHEREAS**, in accordance with GASB#54, funds must be committed prior to the close of a fiscal period, and

**WHEREAS**, the Nicollet County Board discussed the commitment of funds for future health insurance purposes during the 2024 budget process, and

**WHEREAS**, for the period of 2024, the Nicollet County Board budgeted \$369,059 for future health insurance purposes, and

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

1. That \$369,059 will be classified as committed funds for future health insurance expenses.

Dated this 22<sup>nd</sup> day of October, 2024.

---

Terry Morrow, Chair  
Nicollet County Board of Commissioners

ATTEST:

---

Mandy Landkamer  
County Administrator and Clerk to the Board

# Nicollet County Board of Commissioners Board Meeting Agenda Item



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Agenda Item:</b><br>Total Compensation Assessment Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                             |
| Primary Originating Division/Dept.: Human Resources                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Meeting Date: 10/22/2024                                                                    |
| Contact: Kristy Larson Title: HR Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Item Type: Regular Agenda<br>(Select One)                                                   |
| Amount of Time Requested: 5 minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                             |
| Presenter: Kristy Larson Title: HR Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No                  |
| County Strategy: Programs and Services - deliver value-added quality services<br>(Select One)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                             |
| <b>BACKGROUND/JUSTIFICATION:</b><br><p>The County wishes to conduct a Total Compensation Assessment project to:</p> <ol style="list-style-type: none"> <li>1. Review and update the County's total compensation philosophy and strategy.</li> <li>2. Update all job descriptions to ensure accuracy and proper placement in our pay system.</li> <li>3. Review and recalibrate our pay grade amounts and structure.</li> </ol> <p>The Personnel Committee recommends working with David Drown and Associates (DDA) for this project.</p> <p>The consulting agreement is attached.</p> |                                                                                             |
| Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                             |
| Prior Board Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                             |
| If "yes", when? (provide year; mm/dd/yy if known) 04/16/2024                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                             |
| Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                             |
| <b>ACTION REQUESTED:</b><br><p>Approve County funds to be used for this project and sign the consultation agreement with DDA.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                             |
| <b>FISCAL IMPACT:</b> NOT in current budget<br>(Select One)<br><br>If "Other", specify:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>FUNDING</b><br>County Dollars = \$83,875<br><br>Other Undesignated Funds<br>(Select One) |
| <b>FTE IMPACT:</b> No FTE change<br>(Select One)<br><br>If "Increase or "Decrease," specify:<br><br>Related Financial/FTE Comments:                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Total:</b> \$83,875                                                                      |

CONSULTATION AGREEMENT  
FOR  
NICOLLET COUNTY TOTAL COMPENSATION ASSESSMENT

THIS AGREEMENT is made by and between the County of Nicollet, a political subdivision of the State of Minnesota, 501 S Minnesota Avenue, St Peter, MN 56082, hereinafter referred to as the "County" and David Drown and Associates (DDA) hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the County has requested proposals for consulting services to provide a Total Compensation Assessment and recommendations for the improved effectiveness of the County's total compensation systems and strategy.

WHEREAS, the Consultant has submitted a proposal and has represented that Consultant possesses the necessary expertise to provide such service; and

WHEREAS, the County wishes to purchase this service from the Consultant.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

1. TERM

This Agreement will commence on the 22nd day of October, 2024, and terminate on the 20th day of October, 2025.

2. SCOPE OF SERVICES AND DELIVERABLES

- a. Consultant hereby covenants and agrees to perform all services for the price and compensation under all terms and requirements set forth herein and specified in the Contract Documents. The Contract Documents consist of this Agreement, the Request for Proposals, the Consultant's submitted proposal, and all Addenda issued prior to and all Modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.
- b. During the term of this Agreement, the Consultant shall perform all consulting services set forth in this Agreement and its incorporated documents.
- c. Standard of Performance: The standard of care for all consulting and related services performed or furnished by Consultant and its employees under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under the same or similar circumstances at the same time and in the same locality.

- d. During the term of the Agreement, Consultant will provide the following deliverables on or before the following:
  - i. The Consultant will provide the County with a clearly stated compensation philosophy document that supports the County's mission to provide efficient services with innovation and accountability by March 31, 2025.
  - ii. The Consultant will complete the analysis and revision of all County job descriptions by May 31, 2025.
  - iii. The Consultant will complete a Total Compensation study and recommend change to the County Board of Commissioners by July 31, 2025.
- e. Amendments and Change Orders
  - i. Any services outside the terms, conditions and services set forth in this Agreement and its incorporated documents shall be specifically set forth in a "Change Order."
  - ii. No Change Order shall be binding or enforceable unless and until it has been properly approved by the Nicollet County Administrator.
  - iii. Change Orders, or any one change order, which increase(s) the total authorized payments to Consultant beyond the compensation amount set forth in of this Agreement must be separately authorized and executed as an amendment to this Agreement by the County Board and the Consultant.

### 3. COMPENSATION

- a. Unless otherwise mutually agreed to in writing as a Change Order or an amendment which provides for additional services beyond the scope of services purchased and delivered stated herein, Consultant will be paid for all services rendered under this Agreement in an amount of \$83,875.
- b. Costs and compensation are to be allocated across the following services (if appropriate): as identified in the Request for Proposal.
- c. The cost of services provided through December 31, 2024, shall be billed in January 2025. The costs for the remainder of the project shall be billed upon project completion in 2025.

### 4. BILLING AND PAYMENT

Payment for services will be made upon the presentation of a claim in the manner provided by law and customary procedure for the payment of claims against the County; or, upon completion of the services described herein. The Consultant will submit to the County an itemized billing statement on a monthly basis containing such information as is required by the County. Within thirty (30) days of its receipt of the billing statement, the County will make payment to the Consultant or make reasonable arrangements for payment acceptable to the Consultant consistent with Minnesota Statute Section 471.425.

### 5. INSURANCE

- a. The Consultant will procure and maintain in full force and effect during the term of this Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultants, its agents, representatives, employees or sub-contractor. Such coverages and minimum amounts of coverages shall be:
  - Worker's Compensation and Employer's Liability as required by law;
  - Automobile Liability insurance of \$500,000 for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired, or otherwise operated or used by or on behalf of the Consultant;
  - Commercial General Liability insurance of \$3,000,000 aggregate amounts;
  - Professional Liability (PL/E&O) insurance of \$2,000,000 aggregate;
- b. The Consultant shall name the County as an additional insured on such coverages and the Consultant shall provide the County with certificates of insurance as evidence of compliance with this provision.

6. INDEMNIFICATION

The Consultant agrees that it will hold harmless, indemnify, and defend the County, its commissioners, officers, agents, employees and insurers against any and all claims, expenses (including attorney's fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide services hereunder, including but not limited to the negligence of the Consultant.

7. SERVICES NOT PROVIDED FOR

No claim for services furnished by Consultant not specifically provided for herein will be honored by the County.

8. INDEPENDENT CONSULTANT

Consultant shall select the means, method, and manner of performing the services. Nothing is intended nor should be construed as creating or establishing the relationship of a partnership or a joint venture between the parties or as constituting Consultant as the agent, representative, or employee of the County for any purpose. Consultant is and shall remain an independent contractor for all services performed under this Agreement. Consultant shall secure at its own expense all personnel required in performing services under this Agreement. Consultant's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with the County and will not be considered employees of the County. The County shall not be responsible for any claims related to or on behalf of any of Consultant's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176) or claims of discrimination arising out of applicable law, against Consultant, its officers, agents, contractors, or employees. Such personnel or other persons shall neither accrue nor be entitled to any

compensation, rights, or benefits of any kind from the County, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

9. COMPLIANCE WITH LAWS

In providing all services pursuant to this Agreement, the Consultant will abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Agreement and will entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

10. STATE TAX LAWS

The County will not make final payment until the Consultant has made satisfactory showing that it has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of State Income Tax from wages paid to the Consultant's employees and to employees of any subcontractor hired by the Consultant for work performed under this Agreement. The Consultant will provide the County with a letter stating the requirements have been met.

11. SUBCONTRACTING, ASSIGNMENT AND ASSUMPTION

Consultant will not enter into any subcontract for performance of any of the services contemplated under this Agreement, nor assign any interest in the Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Consultant will be responsible for the performance of all sub-contractors and agrees to the prompt payment of any subcontractors within thirty (30) days as required by Minnesota Statute Section 471.425. The County will provide written approval of assignment only through an assumption agreement entered into by the assignee to be bound by the provisions of this consulting agreement.

12. MODIFICATIONS

Any material alterations, modifications or variations of the terms of this Agreement will be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

13. ANTI-DISCRIMINATION

No person will illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of membership in any protected class, as defined by Minnesota law.

14. DEFAULT AND CANCELLATION/TERMINATION

- a. If Consultant fails to perform any of the provisions of this Agreement, fails to administer the work so as to endanger the performance of the Agreement or otherwise breaches or fails to comply with any of the terms of this Agreement, it shall be in default. Unless Consultant default is excused in writing by the County, the County may upon written notice immediately cancel or terminate this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for the County to delay payment until Consultant's compliance. In the event of a decision to withhold payment, the County shall furnish prior written notice to Consultant.
- b. Notwithstanding any provision of this Agreement to the contrary, Consultant shall remain liable to the County for damages sustained by the County by virtue of any breach of this Agreement by Consultant. Upon notice to Consultant of the claimed breach and the amount of the claimed damage, the County may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due the County from Consultant is determined. Following notice from the County of the claimed breach and damage, Consultant and the County shall attempt to resolve the dispute in good faith.
- c. The above remedies shall be in addition to any other right or remedy available to the County under this Agreement, law, statute, rule, and/or equity.
- d. The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- e. This Agreement may be canceled/terminated with or without cause by the County upon thirty (30) days' written notice.
- f. If this Agreement expires or is cancelled or terminated, with or without cause, by either party, at any time, Consultant shall not be entitled to any payment, fees or other monies except for payments duly invoiced for then-delivered and accepted deliverables/milestones pursuant to this Agreement. In the event Consultant has performed work toward a deliverable that the County has not accepted at the time of expiration, cancellation or termination, Consultant shall not be entitled to any payment for said work, including but not limited to incurred costs of performance, termination expenses, profit on the work performed, other costs founded on termination for convenience theories or any other payments, fees, costs or expenses not expressly set forth in this Agreement.
- g. Upon written notice, the County may immediately suspend or cancel/terminate this Agreement in the event any of the following occur: (i) the County does not obtain anticipated funding from an outside source for this project; (ii) funding for this project from an outside source is withdrawn, frozen, shut down, is otherwise made unavailable or the County loses the outside funding for any other reason; or (iii) the County determines, in its sole discretion, that funding is, or has become,

insufficient. The County is not obligated to pay for any services that are provided or costs or expenses or obligations incurred or encumbered after the notice and effective date of the suspension or cancellation/termination. In the event the County suspends, cancels or terminates this Agreement pursuant to this paragraph, the County shall pay any amount due and payable prior to the notice of suspension or cancellation/termination except that the County shall not be obligated to pay any amount as or for penalties, early termination fees, charges, time and materials for services not then performed, costs, expenses or profits on work done.

- h. Consultant has an affirmative obligation, upon written notice by the County that this Agreement may be suspended or cancelled/terminated, to follow reasonable directions by the County, or absent directions by the County, to exercise a fiduciary obligation to the County, before incurring or making further costs, expenses, obligations or encumbrances arising out of or related to this Agreement.

15. COMPLIANCE AND NON-DEBARMENT CERTIFICATION

- a. Consultant shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.
- b. Consultant certifies that it is not prohibited from doing business with either the federal government or the state of Minnesota as a result of debarment or suspension proceedings.
- c. If the source or partial source of funds for payment of services under this Agreement is from federal or state monies or from a federal, state or other grant source, Consultant is bound by and shall comply with applicable law, rules, regulations, applicable documentation, or other the County directives relating to the source and utilization of such funds.

16. LEGAL REPRESENTATIVE AND NOTICES

All official notices, shall be sufficiently given when hand-delivered, emailed or mailed, certified mail, postage prepaid, to the respective legal representative and their place of business as set forth below or as designated hereafter in writing by the parties.

For County:

Kristy Larson, Human Resources Director  
501 S Minnesota Avenue  
St. Peter, MN 56082  
Telephone: 507-934-7852  
Email: kristine.larson@co.nicollet.mn.us

For Consultant: Mark Goldberg

Firm Name: David Drown and Associates  
Address: 5029 Upton Ave. S.  
City/State/Zip Code: Minneapolis, MN 55410  
Telephone: 612-920-3220



Email Address: markg@daviddrown.com

17. AUDIT DISCLOSURE. DATA PRACTICES AND RETENTION OF RECORDS

- a. The Consultant agrees to make available to duly authorized representatives of the County and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. § 16C.05, any books, documents, papers, and records of the Consultant that are pertinent to the Consultant's provision of services hereunder. The Consultant further agrees to maintain all such required records for six years after receipt of final payment and the closing of all other related matters.
- b. All documents (defined to include all text, digital, video, regardless of the manner in which the information is created, collected, stored, utilized or maintained by the parties) as a result of this Agreement are instruments of service in respect to the services provided. Consultant shall retain ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not services are continued or project(s) completed.
- c. Within thirty (30) days of termination of the Agreement, the County shall receive from the Consultant full, complete, printed signed and sealed copies of all current working or service documents, as well as all archived documents and files held by Consultant relative to the County. Consultant shall be reimbursed for cost of creating copies.
- d. Retention: The Consultant agrees to maintain these records for a period of six (6) years from the date of the natural conclusion or termination of this agreement.
- e. Data Practices and Disclosure: Notwithstanding the above, any and all data and records provided by Consultant to the County in the performance of this Agreement is subject to disclosure and retention consistent with the Minnesota Government Data Practices Act. However, in the event that the County receives a request for disclosure of data or records received from the Consultant, the County shall provide Consultant with notice of such a request prior to making a determination of disclosure and disclosure and Consultant may provide upon receiving such notification any objection to disclosure within a reasonable time of receiving such notification. Irrespective of any objection provided by Consultant, the County may disclose such requested data or records without liability where the County has made a determination that the Minnesota Government Data Practices Act would require disclosure.
- f. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless the County, their managers, advisors, agents, attorneys, accountant, other consultants and employees from and against any and all costs, losses, and damages (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused or incurred solely due to the negligent acts or omissions of the Consultant or Consultant's officers, directors, partners, employees, and any subcontractors or agents in the performance and furnishing of Consultant's under this Agreement.

18. MERGER AND SEVERABILITY

- a. It is agreed and understood that the entire agreement between the parties is contained here and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. The exhibits referenced herein are made part of and incorporated into this agreement.
- b. If any provision of this agreement is held invalid or unenforceable, the remaining provision shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

19. CONTROLLING LAW

This agreement shall be governed and construed in accordance with the substantive and procedural laws of the laws of the State of Minnesota. All proceedings related to this agreement shall be venued in Nicollet County, Minnesota.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

FOR COUNTY OF NICOLLET:

FOR CONSULTANT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Terry Morrow, Board Chair

Name: \_\_\_\_\_

County Board of Commissioner

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_

Mandy Landkamer

Clerk to the Board of Commissioners

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

MICHELLE ZEHNDER FISCHER  
NICOLLET COUNTY ATTORNEY

By: \_\_\_\_\_

Nicollet County Attorney's Office

Dated: \_\_\_\_\_



**OCTOBER 8, 2024**  
**OFFICIAL PROCEEDINGS OF THE**  
**NICOLLET COUNTY DRAINAGE AUTHORITY**

The Nicollet County Drainage Authority met in regular session on Tuesday, October 8, 2024, following adjournment of the regular Board of Commissioners meeting. Present at the meeting were Commissioners Morrow, Dranttel, Kolars, Dehen, and Zins. Also present were County Administrator Mandy Landkamer and County Attorney Zehnder Fischer.

**Approval of Agenda**

Motion by Commissioner Dehen and seconded by Commissioner Zins to approve the agenda. Carried unanimously.

**Consent Agenda**

Motion by Commissioner Dehen and seconded by Commissioner Kolars to approve the consent agenda item as follows:

- a. September 24, 2024 Drainage Authority Minutes
- b. Consider Ditch Repair Report 24-025

Carried unanimously.

**Public Appearances:**

There were no public appearances.

**Adjourn**

Motion by Commissioner Dehen and seconded by Commissioner Kolars to adjourn the meeting at 9:34 a.m.

---

TERRY MORROW, CHAIR  
BOARD OF COMMISSIONERS

ATTEST:

---

MANDY LANDKAMER,  
CLERK TO THE BOARD

# Nicollet County Drainage Authority Meeting Agenda Item



|                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agenda Item:</b><br>County Ditch 86A Improvement Project                                                                                                                                                                                                                                                                                                           |                                                                                                                                                             |
| Primary Originating Division/Dept.: Public Works<br><br>Contact: Michelle Zehnder Fischer      Title: County Attorney<br><br>Amount of Time Requested: 30 minutes<br><br>Presenter: Roger Justin                      Title: Attorney                                                                                                                                 | Meeting Date: 10/22/2024<br><br>Item Type:<br>(Select One) Regular Agenda<br><br>Attachments: <input type="radio"/> Yes <input checked="" type="radio"/> No |
| County Strategy:<br>(Select One) Facilities and Space - preserve, maintain and build our assets                                                                                                                                                                                                                                                                       |                                                                                                                                                             |
| <b>BACKGROUND/JUSTIFICATION:</b><br>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. Following the closed session, Board action may be taken based upon the information provided during the closed session. |                                                                                                                                                             |
| Supporting Documents: <input type="radio"/> Attached <input type="radio"/> In Signature Folder <input checked="" type="radio"/> None                                                                                                                                                                                                                                  |                                                                                                                                                             |
| Prior Drainage Authority Action Taken on this Agenda Item: <input type="radio"/> Yes <input checked="" type="radio"/> No<br><br>If "yes", when? (provide year; mm/dd/yy if known):                                                                                                                                                                                    |                                                                                                                                                             |
| Approved by County Attorney's Office: <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A                                                                                                                                                                                                                                         |                                                                                                                                                             |
| <b>ACTION REQUESTED:</b><br>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.                                                                                                                                                                            |                                                                                                                                                             |
| <b>FISCAL IMPACT:</b> Other<br>(Select One)<br><br>If "Other", specify:<br><br><br><b>FTE IMPACT:</b> No FTE change<br>(Select One)<br><br>If "Increase or "Decrease," specify:<br><br>Related Financial/FTE Comments:                                                                                                                                                | <b>FUNDING</b><br>County Dollars =<br><br>State<br>(Select One)<br><br><b>Total:</b>                                                                        |

# Nicollet County Drainage Authority Meeting Agenda Item



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                     |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|--|
| <b>Agenda Item:</b><br>Consider CD 30A Repair Request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                     |  |
| Primary Originating Division/Dept.: Drainage System-PW<br><br>Contact: Seth Greenwood, P.E.      Title: PWD/County Engineer<br><br>Amount of Time Requested: 25 minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Meeting Date: 10/22/2024<br><br>Item Type: Regular Agenda<br><small>(Select One)</small>            |  |
| Presenter: Seth Greenwood, P.E.; Nate Henry, Michelle      Title: PWD/Co. Engineer, Ditch Inspector, County Attorney                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No                          |  |
| County Strategy: Facilities and Space - preserve, maintain and build our assets<br><small>(Select One)</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                     |  |
| <b>BACKGROUND/JUSTIFICATION:</b><br><br><p>In 2022 a landowner (Minser) inquired what the load carrying capacity was for a bridge on CD 30A that provided access to their property as the landowner was developing a building project that would require large equipment and concrete trucks to cross the bridge. On April 11, 2024 the Drainage Authority authorized the hiring of Erickson Engineering to inspect the bridge and provide a load rating report for the structure and to include any potential repairs. The inspection and load rating report is attached that details the various load ratings recommended for several scenarios and a repair. Currently the bridge has been posted for a max vehicle weight of 8 tons and only one vehicle on the bridge at a time.</p> <p>On January 23, 2024 Mr. Minser filled out and submitted a "Repair Request" for this structure stating that "The bridge over CD 30-A to the property 38006 County Rd 4 Nicollet Mn requires repair or replacement due to not being able to haul more than 8-tons".</p> <p>County staff will provide additional information at the October 22, 2024 Drainage Authority meeting regarding this item including information from the County Attorney on how cost for repairs and improvements to structures on the drainage systems are allocated to benefiting landowners per Mn Statute 103E.</p> |                                                                                                     |  |
| Supporting Documents: <input checked="" type="radio"/> Attached <input type="radio"/> In Signature Folder <input type="radio"/> None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                     |  |
| Prior Drainage Authority Action Taken on this Agenda Item: <input checked="" type="radio"/> Yes <input type="radio"/> No<br><br>If "yes", when? (provide year; mm/dd/yy if known):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                     |  |
| Approved by County Attorney's Office: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                     |  |
| <b>ACTION REQUESTED:</b><br>TBD upon discussion of this item on 10-22-2024.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                     |  |
| <b>FISCAL IMPACT:</b> Other<br><small>(Select One)</small><br><br>If "Other", specify:<br><br><br><b>FTE IMPACT:</b> No FTE change<br><small>(Select One)</small><br><br>If "Increase or "Decrease," specify:<br><br>Related Financial/FTE Comments:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>FUNDING</b><br>County Dollars =<br><br>State<br><small>(Select One)</small><br><br><b>Total:</b> |  |



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

Date: 1/23/24

**Repair Request**

**TO: Nicollet County Board of Commissioners**

The undersigned represent and state:

1. That they are the owners of lands within the watershed of, and affected by Judicial/County

Ditch No. 30 A

2. That said ditch is in need of repairs as follows:

The bridge over county Ditch 30-A to the property  
38006 County RD 4 Nicollet MN requires repair or  
replacement due to not being able to hold more than 8-tons.

3. This request is not intended to be a formal petition under Chapter 103E of Minnesota Statutes, but merely to furnish information as to repairs we believe to be needed.

4. We the undersigned do hereby consent to having the requested repairs done at any time convenient to the Nicollet County Drainage Authority.

WHEREFORE, your petitioners request that the said County Drainage Authority will investigate this matter and take such measures as they deem necessary to repair said ditch.

[Signature] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby recommend to the Nicollet County Board of Commissioners that \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Nicollet County Ditch Inspector

Approved for Repairs by Nicollet County Drainage Authority:

Date \_\_\_\_\_

Signed Authority Chair \_\_\_\_\_

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

*Providing efficient services with innovation and accountability.*



July 7, 2023

Seth Greenwood  
Nicollet County Public Works  
1700 Sunrise Drive  
St. Peter, MN 56082

Re: Inspection and Load Rating of Bridge CD 30-A Located over County Ditch 30-A in Nicollet County, MN  
EE Project No. E23019

Dear Mr. Greenwood:

Erickson Engineering performed an inspection of the structure on June 21, 2023. Erickson Engineering evaluated the existing condition of the bridge and completed a load rating.

**Existing Condition:**

This steel truss bridge is a simple-span structure on concrete abutments. The age of the bridge is unknown. It is a 75'-0" jump span placed over an old, dilapidated timber beam bridge which was in turn placed as a jump span over a pair of 52"x84" corrugated steel culverts.

The steel truss bridge is composed of five (5) bays with a total of six (6) transversely placed floor beams. Each bay is 15'-0" long and is composed of a seven (7) stringer system, with stringers spaced at approximately 2'-6", placed longitudinally between floor beams. Field measurements indicate that the floor beams are S24x80's and the stringers are S9x21's. The through trusses are spaced at approximately 21'-2" and are composed of different angle sections, channel sections, and plates riveted together. A two-line railing made of steel angles is attached to the trusses. The concrete deck is approximately 7" thick and was constructed with stay-in-place forms. The overall length of the structure is 76'-3" out-to-out. The width of the deck is 20'-0", with a clear width of 19'-7" between the outer steel channels placed along the deck edges.

The bridge is in overall fair condition except it is missing several stringers. Both the north and south 1<sup>st</sup> interior stringers are missing in bays 1 and 5, with the north 1<sup>st</sup> interior stringer missing in bay 2. There are 1½"x9" timber planks placed where the stringers are missing. There is surface rust throughout, and several areas with minor pack rust between plates and steel sections. The railings are bent and with loose connections.

**Load Rating:**

The rating was performed using FEA and LFR methodology and was controlled by the floor system. The CD 30-A bridge should be posted at 8 tons with sign R12-1a according to Erickson Engineering's analysis, and with vehicles restricted to traversing along the center of the bridge one vehicle at a time. If the missing stringers were replaced the posting would be 8-14-14 with sign R12-5 and the full deck width could be utilized, but the bridge should still only be traversed by one vehicle at a time.



If vehicles are restricted to only traversing along the center of the structure, at 10 mph or less, and without stopping, the load posting would be 10-18-18 tons with sign R12-5. If the missing stringers were replaced, the rating would not change enough to increase the posting, but the whole deck width could be utilized.

If you have any questions regarding the above information, or pertaining to the structure, please feel free to call or email.

Respectfully,

ERICKSON ENGINEERING CO.



Diego Santos-Noble, E.I.T.

DSN  
enc.



VEHICLES MUST  
NOT MEET  
ON BRIDGE

WEIGHT  
LIMIT  
8  
TONS



