Nicollet County Board of Commissioners Meeting

February 8, 2022

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

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

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

1. Flag Pledge
2. Silence Your Cell Phones
3. Approval of Agenda

Consent Agenda

1. Approval of January 25, 2022 Board Minutes
2. Renewal of Consumption and Display Permit for Nicollet Conservation Club, Inc.
3. Snowmobile Safety Enforcement Grant
4. 2022 St. Peter Library Contract
5. End of Probations
6. Approval of Bills

Public Appearances

9:05 a.m. Health and Human Services

1. South Central Community-Based Initiative Amended Joint Powers Board Agreement

9:10 a.m. Technologies

1. Board Ratification for IFS Contract

9:15 a.m. Finance

1. 2021 Q4 Donations

9:20 a.m. Public Works

1. Consider Final Acceptance for Project SP 052-621-028

9:30 a.m. Human Resources

1. Classification and Compensation Study Contract

9:45 a.m. Administration

1. Nicollet County Health and Human Services (North Mankato) Interior Remodel Bid Approval

February 8, 2022

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

9:50 a.m. County Attorney Update
Chair's Report
Commissioner Committee Reports
Commissioners Meetings & Conferences
Approve Per Diems and Expenses
Adjourn Board of Commissioners Meeting

9:55 a.m. Call Drainage Authority Meeting to Order:

Drainage Authority Agenda Items

1. Consent Agenda
   a. Approval of January 25, 2022 Drainage Authority Minutes

10:00 a.m. 2. CD79 Public Hearing on the Final Acceptance of the Improvement Project

10:30 a.m. 3. CD86A Lametti & Sons Contract Extension Request

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. Meetings with a quorum of Nicollet County Board of Commissioners expected to attend is noted with an asterisk (*).

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

February 8 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *
February 8 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *
February 15 – Individual Department Head Meeting – Finance, 8:15 a.m.; Nicollet County Board Room, St. Peter*
February 15 – County Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter*
February 22 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *
February 22 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *
February 28 – Board of Adjustment & Appeals/Planning & Zoning Advisory Commission Meeting, 7:00 p.m.; Nicollet County Board Room, St. Peter*
March 2 – SWCD Board Meeting, 8:30 a.m.
March 2 & 3 – AMC Legislative Conference; InterContinental Hotel, St. Paul, MN
March 8 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *
March 8 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *
March 15 – Individual Department Head Meeting – Property and Public Services, 8:15 a.m.; Nicollet County Board Room, St. Peter*
March 15 – County Board Workshop, 9:30 a.m.; Nicollet County Board Room, St. Peter*
March 21 – Board of Adjustment and Appeals/Planning & Zoning Advisory Commission Meeting, 7 p.m., Nicollet County Board Room, St. Peter*
March 22 – Board of Commissioners Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *
March 22 – Drainage Authority Meeting, 9 a.m.; Nicollet County Board Room, St. Peter *

OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS FOR
NICOLLET COUNTY, MINNESOTA
JANUARY 25, 2022

The Nicollet County Board of Commissioners met in regular session on Tuesday, January 25, 2022, at 9:00 a.m. Commissioners Marie Dranttel, John Luepke, Jack Kolars, and Terry Morrow were present. Also present were County Administrator Mandy Landkamer and County Attorney Michelle Zehnder Fischer.

Approval of Agenda

Motion by Commissioner Luepke and seconded by Commissioner Kolars to approve the agenda, with the omission of the Health and Human Services Adult Mental Health Initiatives Reform agenda item. Motion carried with all voting in favor.

Consent Agenda

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

1. January 4, 2021 Board Meeting Minutes;
2. 2021 Natural Resources Block Grant Financial Reports
3. Approval of Minnesota State Law Library Agreement
4. Out of State Travel – National Coalition Academy
5. End of Probations for Rebecca DeYonge, HCBS Case Manager effective February 2, 2022.
6. Approval of the Commissioner Warrants as presented for the following amounts:
   a. General Revenue Fund - $812,379.44
   b. Road & Bridge Fund - $4,535.24;
   c. Human Services Fund $ 251,299.19;
   and acknowledge review of the Auditor’s Warrants. Motion carried with all voting in favor on a roll call vote.

Public Appearances

There were no public appearances.

Property Services
December 20, 2021 Planning & Zoning Advisory Commission Meeting

Motion by Commissioner Luepke and seconded by Commissioner Morrow to approve the three-year renewal of a mineral extraction permit for Herbert Chilman. Motion carried with all voting in favor.

Public Services
Consider Resolution to Apply for Funding for Help America Vote Grant

Motion by Commissioner Kolars and seconded by Commissioner Luepke to approve the resolution allowing Nicollet County to apply for the Help America Vote Grant. Motion carried will all voting in favor on a roll-call vote.

Community Corrections
Grant Subsidy Contract with the State and Nicollet County

Director Molitor came before the Board to discuss the grant related to Community Corrections funding. Motion by Commissioner Morrow and seconded by Commissioner Luepke to approve the grant contract between the State of Minnesota and Nicollet County. Motion carried with all voting in favor.

Public Works

Intersection Control Evaluation Report Presentation: CSAH 5/Broadway/Sunrise Dr.

Ross Tillman, engineer at Bolton & Menk, appeared before the Board via Zoom to present a PowerPoint outlining their findings of the Intersection Control Evaluation and study. These findings are being used to evaluate current and future traffic safety and volume issues at the intersection of CSAH 5 and Sunrise Drive. Pete Moulton, St. Peter Public Works Director, along with Jeff Domras of Bolton & Menk, appeared before the Board and assisted in answering project questions related to funding. Because this presentation was informational only, no motion to approve the project was made.

Consider Out of State Travel

Public Works Director Seth Greenwood came before the Board to consider the approval of Out of State Travel for Matt Holicky, Sign Technician/HEO, and Mike Suska, Highway Maintenance Manager, to attend the annual American Traffic Safety Services Association (ATSSA) Conference. The 2022 Conference is being held in in Fargo, ND, from March 14-16. Motion by Commissioner Luepke and seconded by Commissioner Kolars to approve to Out of State Travel request. Motion carried with all voting in favor.

Administration

Resolution Reappointing Assistant Veterans Services Officer

Director Landkamer came before the Board to request approval of the attached resolution reappointing Assistant Veterans Service Officer Mr. Gerald Dotson for another four (4) year term. Motion by Commissioner Luepke and seconded by Commissioner Morrow to approve the resolution reappointing Mr. Dotson as the Assistant Veterans Service Officer. Motion carried with all voting in favor on a roll call vote.

2021 Budget Change Request

Director Landkamer requested consideration of the attached budget change request to address the use of Fund Balance Reserves associated with the purchase of property located at 1301 Marshall St. in St. Peter, MN. Motion by Commissioner Morrow and seconded by Commissioner Luepke to approve the attached budget change request. Motion carried with all voting in favor.

Human Resources

2022 Non-Licensed Law Enforcement Collective Bargaining Agreement

At this time, Commissioner Morrow motioned and Commissioner Luepke seconded to close the following portion of the meeting, pursuant Minnesota State Statutes Chapter 13D.03, for labor negotiations. The meeting was reopened at 9:57 a.m. A motion was made by Commissioner Kolars and seconded by Commissioner Morrow to approve the 2022 Non-Licensed Law Enforcement Collective Bargaining Agreement. Motion carried with all voting in favor.

County Attorney Update

County Attorney Zehnder Fischer shared that the Nicollet County Department Heads volunteered two weeks ago at the BackPack for Food program. They joined Jan Kemp in honor of the late Commissioner Kemp and packed over 170 boxes of food in one hour. The Attorney's Office is also working to schedule fraud prevention presentations in the community. Finally, they are looking to hire another Assistant County Attorney in their office.

Chair's Report

Commissioner Committee Reports

The Commissioners reported on various meetings and activities, including:

Commissioner Jack Kolars
- REDA
- County Board Workshop
- Greater Mankato Growth (GMG)
- Traverse de Sioux (TdS)
- Diversity Council

Commissioner John Luepke
- Brown-Nicollet Historical Society
- New Ulm Chamber of Commerce
- Rural Minnesota Energy Board

Commissioner Terry Morrow
- County Board Workshop
- MVAC
- Our St. Peter

Approve Per Diems and Expenses

Motion by Commissioner Luepke 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

Motion by Commissioner Morrow and seconded by Commissioner Kolars to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 10:03 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER, CLERK TO THE BOARD

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Renewal of Consumption and Display Permit for Nicollet Conservation Club Inc

Primary Originating Division/Dept.: Public Services

Contact: Jaci Kopet Title: PPSD Director

Amount of Time Requested: 0 minutes

Presenter: Title:

Meeting Date: 02/08/2022

Item Type: (Select One) Consent Agenda

Attachments: ⦿ Yes ○ No

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

BACKGROUND/JUSTIFICATION:

This is a routine renewal of Consumption and Display Permit (the ability to provide "set ups") for the Nicollet Conservation Club.

The Nicollet Conservatin Club is in good standings. I recommend approval of this permit with no issues.

Supporting Documents: ⦿ Attached ○ In Signature Folder ○ None

Prior Board Action Taken on this Agenda Item: ⦿ Yes ○ No

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

Approved by County Attorney's Office: ○ Yes ○ No ⦿ N/A

ACTION REQUESTED:

Approval of the Renewal of Consumption and Display Permit

FISCAL IMPACT: (Select One) Other

If "Other", specify:

FTE IMPACT: (Select One) No FTE change

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

FUNDING

County Dollars =

State (Select One)

Total:

Minnesota Department of Public Safety
Alcohol & Gambling Enforcement Division
445 Minnesota Street
St Paul , Minnesota 55101
651-201-7507

RENEWAL OF CONSUMPTION AND DISPLAY PERMIT

Permit Fee $250 (Renewal Date: April 1)

Iden: 24936 License Code: CDPRV Business Phone: 507-232-3366

Nicollet Conservation Club Inc.
DBA: Nicollet Conservation Club
46045 471st Ln/PO Box 138
Nicollet, MN 56074

IF NAME AND ADDRESS SHOWN ARE NOT CORRECT, MAKE CHANGES BELOW

Worker's Comp. Ins. Name Superior Point Policy No. 115291.803 Policy Period 06/02/2021 - 06/02/2022

City/County where permit approved NICOLLET COUNTY

Licensee Name NICOLLET CONSERVATION CLUB

Address, City, State, Zip 46045 471ST LN NICOLLET MN 56074

Business Phone 507-232-3366 Email NONE

By signing this renewal application, applicant certifies that there has been no change in ownership, corporate officers, bylaws, membership, partners, home addresses, or telephone numbers. If changes have occurred during the past 12 months, please give details on the back of this renewal, then sign below.
Applicant's signature on this renewal confirms the following:
Failure to report any of the following will result in fines.

1. Applicant confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
2. Applicant confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
3. Applicant confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on the back of this renewal, then sign below.
4. Applicant confirms that workers compensation insurance is in effect for the full license period.
5. Applicant confirms, no club on-sale intoxicating liquor license is held.
6. Applicant confirms business premises are separate from any other business establishment.

Additional information to be provided as is necessary

- Indicate (on back of page) changes of corporate officers, partners, home addresses or telephone numbers:
- Report (on back of page) details of liquor law violations (civil or criminal) that have occurred within the last five years. (Dates, offenses fines or other penalties, including alcohol penalties):
- Report(on back of page)any license rejections or revocations:
- City/County Comments:

Jacob Zins (TREASURER FOR N.C.C) 2.26.22

Licensee Signature Date
(Signature certifies all application information to be correct and permit has been approved by city/county.)

City Clerk/County Signature Date
(Signature certifies that a consumptions and display permit has been approved by the city/county as stated above.)

MAKE CHECKS PAYABLE TO: DIRECTOR ALCOHOL AND GAMBLING ENFORCEMENT AND RETURN WITH APPLICATION.

Amount Received

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Snowmobile Safety Enforcement Grant

Primary Originating Division/Dept.: Sheriff's Office

Meeting Date: 02/08/2022

Contact: Dave Lange Title: Sheriff

Item Type: (Select One) Consent Agenda

Amount of Time Requested: minutes

Presenter: Dave Lange Title: Sheriff

Attachments: ◉ Yes ○ No

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

BACKGROUND/JUSTIFICATION:

Annual snowmobile enforcement grant consent contract with DNR.

Supporting Documents: ◉ Attached ○ In Signature Folder ○ None

Prior Board Action Taken on this Agenda Item: ○ Yes ◉ No

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

Approved by County Attorney's Office: ○ Yes ○ No ◉ N/A

ACTION REQUESTED:

County Board approval

FISCAL IMPACT: Included in current budget
(Select One)

If "Other", specify:

FUNDING
County Dollars =

State 3962.00
(Select One)

Total: 3962.00

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

Nicollet County Sheriff's Office

Encumbrance Form

GENERAL INFORMATION:

Requestor: Chuck Niska	
Description:	SNOWMOBILE SAFETY ENFORCEMENT GRANT

CONTRACT INFORMATION:

Dave.Lange@co.nicollet.mn.us

Total Contract Amount:	$ 3,962.00
Effective Date:	July 1, 2021
Expiration Date:	June 30, 2023
Vendor Name:	Nicollet County Sheriff's Office
Vendor Address:	501 S MINNESOTA AVE, ST PETER, MN 56082
Vendor #	0000197335 001
Contract #:	206635
PO #: FY2022:	3-203207 FY2023:

FUNDING INFORMATION:

Fiscal Year	Speedchart	Fund	FinDeptID	AppropID	Account	CC1	CC2	Amount
2022		2101	R2937714	R297404	441302	27822		$ 1,981.00
2023		2101	R2937714	R297404	441302	27822		$ 1,981.00
INCOMING GRANTS OR PROJECT COSTING *(IF APPLICABLE)*		PC Bus Unit	Project	Activity	Source Type	Category	Sub Category	
Line 1						84101501		$ 1,981.00
Line 2								
Line 3								

STATE OF MINNESOTA
GRANT CONTRACT

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

Recitals Section

1. Under Minn. Stat. 84.024, the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2021, First Special Session, Article 1, Section 3, Subdivision 7(d), is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of snowmobile enforcement laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 ***Effective date:***
July 1, 2021. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

1.2 ***Expiration date:***
June 30, 2023 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of Terms.***
The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

1.4 Notwithstanding Minn.Stat.§ 16A.41, expenditures made on or after July 1, 2021 are eligible for reimbursement unless otherwise provided.

2 Grantee's Duties

The Grantee, who is not a state employee, will:
Comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4(a)(1). The Grantee will be reimbursed once annually, for only eligible **Snowmobile Safety Enforcement (SSE) Safety Grant** activities, including one or more of the following:

- Grantee staff time to participate in SSE activities, including attendance at training classes, also holding local safety training education programs for local participants. Training of Grantee staff working to enforce any SSE related law, rule or regulation is **MANDATORY.**
- Purchase of snowmobiles for use in patrolling;
- Snowmobile maintenance, fuel and enforcement related costs;
- Trailers, trailer maintenance and repair (**not** costs related to towing vehicle repair)
- Helmets and other related protective gear (no standard uniforms or equipment);
- Purchase other equipment dedicated **SOLELY** to Snowmobile Safety Enforcement work.

- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.
- **POST on the Grantee's website, a copy of the two-page performance report, in accordance with 2009 Laws of Minnesota, Chapter 37, Article 1, Section 4, Subdivision 1.**

3 Time

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

4 Consideration and Payment

4.1 ***Consideration.***

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

(a) Compensation

The Grantee will be reimbursed up to **$ 1,981.00** in state fiscal year 2022, for expenses incurred between July 1, 2021 (the effective date of the grant) and June 30, 2022, and **$ 1,981.00** in fiscal year 2023, for expenses incurred between July 1, 2022, and June 30, 2023, as determined by the grant funding formula.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **$ 3,962.00**

4.2 ***Payment***

(a) Invoices

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

Invoices for state fiscal year 2022 must be submitted **before June 30, 2023**.
Invoices for state fiscal year 2023 must be submitted **before June 30, 2024**.

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

5 Conditions of Payment

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

Eligible reimbursement costs may not exceed **$ 1,981.00** prior to July 1, 2023.
Eligible reimbursement costs may not exceed **$ 1,981.00** prior to July 1, 2024.

6 Authorized Representative

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

The Grantee's Authorized Representative is Sheriff Dave Lange, Nicollet County Sheriff's Office, 501 S MINNESOTA AVE, ST PETER, MN 56082 507-934-7106, Dave.Lange@co.nicollet.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 *Assignment*

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

7.2 *Amendments*

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 *Waiver*

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 *Grant Contract Complete*

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

8 Liability

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

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 *Government Data Practices*

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in

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

11 Workers Compensation

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

12 Publicity and Endorsement

12.1 *Publicity*

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

12.2 *Endorsement*

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 *Termination by the State*

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

14.2 *Termination for Cause*

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

14.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract if:

(a) It does not obtain funding from the Minnesota Legislature.

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

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

15 Data Disclosure

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Tara Rose Digitally signed by Tara Rose Date: 2022.01.21 12:55:21 -06'00'

Date:______________________________

SWIFT Contract/PO No(s). 206635/3-203207

2. GRANTEE

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

By:______________________________

Title:______________________________

Date:______________________________

By:______________________________

Title:______________________________

Date:______________________________

3. STATE AGENCY

By:______________________________

(with delegated authority)

Title:______________________________

Date:______________________________

Distribution:
- Agency
- Grantee
- State's Authorized Representative

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:

2022 St Peter Library Contract

Primary Originating Division/Dept.: Administration

Contact: Mandy Landkamer Title: County Administrator

Amount of Time Requested minutes

Presenter: Title:

Meeting Date: 02/08/2022

Item Type: (Select One) Consent Agenda

Attachments: ⦿ Yes ○ No

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

BACKGROUND/JUSTIFICATION:

Consideration of the attached library contract between the City of St Peter and Nicollet County. The contract is in the amount of $50,044, the same as in 2021.

Supporting Documents: ⦿ Attached ○ In Signature Folder ○ None

Prior Board Action Taken on this Agenda Item: ⦿ Yes ○ No

If "yes", when? (provide year; mm/dd/yy if known) January 2021

Approved by County Attorney's Office: ○ Yes ○ No ⦿ N/A

ACTION REQUESTED:

Approve the 2022 library contract as presented.

FISCAL IMPACT: (Select One) Included in current budget

If "Other", specify

FUNDING

County Dollars = $50,044

Other (Select One)

Total $50,044

FTE IMPACT: (Select One) No FTE change

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

2022 Library Purchase of Services Contract Between Nicollet County and the City of St. Peter

In an effort to continue to provide library service for residents of Nicollet County and the City of Saint Peter (City), Nicollet County (County) and City hereby enter this contract promoting cooperation and coordination of efforts.

I. DEFINITIONS

For purposes of this contract, the following words shall have the following meanings:

Rural Resident - Rural Resident shall be those persons having a residence located outside the corporate limits of the City of Saint Peter.

Library Services: Library Services shall mean access to physical facilities and materials that provide reading, audio and computer access to information and as defined in Minnesota Statutes 134.001 Subd. 2 and 3.

II. NICOLLET COUNTY WILL:

Provide to the City of Saint Peter the total sum of $50,044 to be paid quarterly for the provision of library services to the rural areas of Nicollet County.

III. THE CITY OF SAINT PETER WILL:

- Provide for complete access to all services that are available to library patrons that reside within the City of Saint Peter including access to any programs that may be made available for the term of this contract.
- The City will agree to submit quarterly billings to the County and the County will reimburse the City.

IV. MONITORING AND REPORTING

A. The City agrees to maintain records relating to contractual library services provided.

B. The City, as deemed necessary by the County shall allow the County or appropriate State Agency, including the Office of the State Auditor, access to the City's contractual library service records at reasonable hours.

C. The City will furnish information regarding contractual library services as requested by the County.

D. The City will maintain and make available records pertaining to contractual library services for six years for audit purposes.

V. RECORDS AND INSPECTION

The City shall maintain full and accurate records with respect to all matters covered under this Contract. Pursuant to Minn. Statute 16B.06, Subd. 4, the County, and either the Legislature or State Auditor, as appropriate, shall have, at all proper times, the right to inspect, examine and audit the books, records, documents and accounting procedures and practices of the City relevant to this Contract.

VI. PERSONNEL

The City shall secure, at its own expense, any and all personnel required in performing the services under this Contract. Any and all personnel engaged in the work shall be fully qualified to perform the services under the Contract.

VII. INDEMNIFICATION / INSURANCE

A. Indemnification. The City shall defend and save the County harmless from any claims, demands, actions, or causes of action arising out of any willful or negligent act, or out of any negligent omission on the part of the City, its agents, assignees, or employees in performance of or with relationship to any of the work or services provided to be performed by the City under the terms of this Contract.

B. Insurance. The City, further, that in order to protect itself, as well as the County under the indemnity contract set forth above, will, at all times during the term of this Contract, have and keep in force automobile insurance, general liability insurance, and workers' compensation insurance having liability limits which satisfy the requirements of Minn. Statute Chapter 466, entitled Tort Liability of Political Subdivisions, and other applicable statutes requiring insurance coverage.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

In fulfilling this Contract, the City will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, disability, sexual orientation, age, or status with regard to public assistance. The City will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, or age.

IX. CONDITIONS OF THE PARTIES OBLIGATIONS

Any alterations, variations, modifications or waivers of provisions of this contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this contract.

No claim for services furnished by the City, not specifically provided for in the contract, will be allowed by the County, nor shall the City do any work or furnish any materials not covered by this contract unless this is approved in writing by the County. Such approval shall be considered to be a modification of the contract.

X. MISCELLANEOUS

Entire Contract - it is understood and agreed that the entire contract of the parties is contained herein and that this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

XI. TERM

The term of this contract shall be from January 1, 2022 until December 31, 2022. Renewal of this contract subsequent to this time period will be at the sole discretion of the County.

CITY OF SAINT PETER

_______________________________ Date: _______________
Shannon Nowell, Mayor

_______________________________ Date: _______________
Todd Prafke, City Administrator

NICOLLET COUNTY

_______________________________ Date: _______________
Marie Dranttel, Nicollet County Board Chair

_______________________________ Date: _______________
Mandy Landkamer, County Administrator

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:

End of Probations

Primary Originating Division/Dept.: Human Resources	Meeting Date: 02/08/2022
Contact: Kristy Larson Title: HR Director	Item Type: (Select One) Consent Agenda
Amount of Time Requested minutes	
Presenter: Kristy Larson Title: HR Director	Attachments: O Yes ⦿ No

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

BACKGROUND/JUSTIFICATION:

Facilities Maintenance Director Cody Johnson has requested the end of probation for Danielle Theis, Building and Grounds Worker, effective February 16, 2022.

Supporting Documents: O Attached ⦿ In Signature Folder O None

Prior Board Action Taken on this Agenda Item: ⦿ Yes O No

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

Approved by County Attorney's Office: O Yes O No ⦿ N/A

ACTION REQUESTED:

Grant end of probationary status

FISCAL IMPACT: Other
(Select One)

If "Other", specify

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

Related Financial/FTE Comments:

FUNDING
County Dollars =

Grant
(Select One)

Total

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
South Central Community Based Initiative: Amended Joint Powers Board Agreement

Primary Originating Division/Dept.: Health and Human Services

Meeting Date: 02/08/2022

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: ◉ Yes ○ No

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

BACKGROUND/JUSTIFICATION:

The South Central Community Based Initiative (SCCBI) is a Board with a Joint Powers Agreement for the Counties of Blue Earth, Brown, Faribault, Martin, Freeborn, Le Sueur, Nicollet, Rice, Sibley, and Watonwan. This Board accepts and administers grants, enters into contracts, and has a hired Regional Mental Health Manager who is responsible for the overall administration of the SCCBI. In 2022, the Joint Powers Board Agreement was amended to include examining, considering, and implementing expansion of community-based services for other targeted populations such as individuals with serious mental illness and youth with serious emotional disorders. Previously, the focus of this group was solely on those with severe and persistent mental illness. This modification to the agreement allows more flexibility for the Joint Powers Board to address the needs of those in our region. Currently, the group is looking at the development of a subgroup to address the continuum of care for youth that we serve.

Supporting Documents: ◉ Attached ○ In Signature Folder ○ None

Prior Board Action Taken on this Agenda Item: ○ Yes ◉ No

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

Approved by County Attorney's Office: ◉ Yes ○ No ○ N/A

ACTION REQUESTED:

Approval of the amended Joints Powers Board Agreement.

FISCAL IMPACT: (Select One) No fiscal impact

If "Other", specify:

FTE IMPACT: (Select One) No FTE change

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

FUNDING

County Dollars =

Other

(Select One)

Total:

SOUTH CENTRAL COMMUNITY-BASED INITIATIVE
JOINT POWERS AGREEMENT

ARTICLE 1
ENABLING AUTHORITY AND PURPOSE

1.1 Minnesota Statutes § 471.59 provides that two or more governmental units may by agreement jointly exercise any power common to the contracting parties. Minnesota Statute Chapter 245 provides that counties may provide adult mental health services. The signatories to this Agreement ("Party" or "Parties") are political subdivisions of State of Minnesota or other entities authorized by law to enter this Agreement; and

1.2 The purpose of this Agreement is to establish the South Central Community-Based Initiative ("SCCBI") in order to provide for the joint exercise of the Parties' powers. The joint exercise of the Parties' powers pursuant to this agreement is intended to supplement and complement, but not supplant, the Parties' joint and individual powers of planning, coordination, and costs incurred on issues relative to:

1.2.1. Providing services to persons with mental illness in the most clinically-appropriate, person-centered, least restrictive, and cost-effective ways.

1.2.2. Providing other similar or related services and programs as determined by the Joint Powers Board ("Board").

1.2.3. Establishing procedures to add qualifying Parties to this Agreement.

1.2.4. Establishing a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.

1.2.5 Examining, considering and implementing expansion of community-based services for other targeted populations such as individuals with Serious Mental Illness (SMI) and youth with Serious Emotional Disorders (SED).

1.2.6. Achieving the overall goal of South Central Community-Based Initiative, which is for consumers is to ensure that persons experiencing serious and persistent mental illness receive services:

ARTICLE 2
MEMBERSHIP

In consideration of the mutual promises and Agreements contained herein and subject to the provisions of Minnesota Statutes, Sections 471.59 and Minnesota Chapter 245, the following Parties shall be the initial members of the SCCBI:

Blue Earth County	Freeborn County	Sibley County
Brown County	Le Sueur County	Watonwan County
Faribault County	Nicollet County	
Martin County	Rice County	

ARTICLE 3

JOINT POWERS GOVERNING BOARD

3.1. Governing Board. The governing body of the SCCBI shall be its Board. Each Party shall be entitled to appoint one Board Member and may appoint an Alternate. The Board Member need not be an elected member of the Governing Board of the Party but must be an agent or employee of the Party. Each Board Member shall be entitled to one vote. An Alternate may attend the Board meeting(s) and vote in the absence of the Board Member.

3.2 No Compensation. Board Members and Alternates shall serve without compensation from SCCBI, but this shall not prevent a Member from providing compensation for its Board Member or Alternates, if such compensation is authorized by such Parties governing board and by law. Board Members shall not be employees of SCCBI.

3.3. Terms. Board Members and Alternates shall be appointed to serve until their successors are appointed or until such time as they are no longer employed by or serving as an official of the Party to this Agreement. Any Board Member or Alternate shall be subject to removal by the governing body of the Party appointing him/her, at any time. A vacancy of a Board Member or Alternate shall be filled by the governing body of the Party who appointed the Board Member or Alternate.

3.4. Notice of Appointment. When the Party's governing body appoints a Board Member or an Alternate, it shall give notice of such appointment to SCCBI in writing. Such notice shall include the mailing address, e-mail address and phone number of any person so appointed. The contact information shown on such notices may be used as the official names and addresses for the purposes of giving any notice required by this Agreement or by the Bylaws of SCCBI.

3.5 Officers. The Board shall elect a Chair and Vice Chair from its membership.

3.6 Bylaws. The Board shall adopt and follow such Bylaws as may be appropriate and consistent with this Agreement and law. Bylaws shall be adopted by and amended by a two-thirds (2/3) majority of the Board after service by mail to the Chairs of the governing boards of all Parties at least 21 days prior to adoption.

3.7 Quorum. A majority of the membership of the Board shall constitute a quorum. Unless otherwise specified in this Agreement or law, a majority of the quorum shall decide all matters before the Board.

ARTICLE 4
POWERS AND DUTIES OF THE JOINT POWERS BOARD

4.1 General Powers. The Board shall take such action as it deems necessary and proper to accomplish the purposes of the SCCBI and any other action necessary and incidental to the implementation of said purpose or action. The Board is authorized to exercise such authority and powers common to the Parties as are necessary and proper to fulfill its purposes and perform its duties, but shall have no authority to issue bonds.

4.2 Approval of Expenses. The SCCBI Board shall approve all expenditures and may disburse funds in a manner that is consistent with this Agreement and with the method provided by law for the disbursement of funds. All powers granted herein shall be exercised by the Board in a fiscally responsible manner and in accordance with the requirements of law.

4.3 Financial Reports. A report of all receipts and disbursements shall be forwarded to the Parties monthly, and shall be provided to the Minnesota Department of Human Services as often as may be requested.

4.4 Fiscal Agent. The Board may appoint any of its member Parties to act as fiscal agent to provide all budgeting and account services necessary or convenient for the Board. The chief financial officer of the Party so selected shall act as financial officer for the Board and shall draw warrants to pay demands against the Board when the demands have been approved by the Board. The fiscal agent shall ensure the strict accountability of all funds and accurate reporting of all receipts and reimbursements. All funds shall be accounted for according to generally accepted accounting principles.

4.5 Annual Budget. The Board shall develop a proposed annual operating budget, which shall describe projected income and expenditures, no later than August 31, copies of which shall be provided to the County Auditors of the Parties. The final annual budget shall be approved by January 1 and shall be filed with the County Auditors of the Parties and the Department of Human Services. Upon approval of the final budget, the annual financial obligation of a Party to SCCBI shall not be increased without the consent of the Party's governing board.

4.6 Financial Rules. Any additional rules concerning the financing of the SCCBI and the disbursement of funds may be adopted by the Board providing they are not inconsistent with the provisions contained in this Agreement or state statutes.

4.7 Fiscal Year. The fiscal year of the SCCBI shall be January 1 through December 31.

4.8 Employees. The Board may hire or authorize the hiring of such staff, as it sees fit, and shall be the employer of all employees of SCCBI. The Board shall hire and appoint a Regional Mental Health Manager who shall be responsible for the overall administration of the SCCBI and carrying out the day-to-day operations. The Board may adopt such personnel policies as it shall deem appropriate.

4.9 Grants. The Board may accept grants and administer grants on behalf of itself and Parties to this Agreement.

4.10 Gifts. The Board may accept any gift provided for SCCBI operations as provided in Minnesota Statutes.

4.11 Contracts. The Board may enter into contracts, leases or agreements whenever the Board shall deem such action to be advisable. The Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law.

4.12 Insurance. The Board shall obtain auto insurance as required by law, and may obtain such other insurance it deems necessary, including liability and property, to indemnify SCCBI, the Board and Parties for actions of the Board and its members arising out of this Agreement, and subject to Article 6.

4.13 Meetings. Meetings of the Board shall be held in accordance with the Minnesota Open Meeting law, Minnesota Chapter 13D.

4.14 Principal Location. The Board shall maintain its principal and legal office in Mankato, Minnesota – Blue Earth County and may establish offices in other Member Counties as it may be deemed appropriate.

4.15 Books and Records. The books and records, including minutes and the original fully executed Joint Powers Agreement shall be subject to the provisions of Minnesota Statutes Chapters 13 and 13D and Minn. Stat. § 16C.05, Subd. 5. They shall be maintained at its principal office in Mankato, Minnesota – Blue Earth County.

4.16 Member Services. The Board may establish a method of allocating charges to Parties based upon the level of services provided or by population, consistent with the terms of the applicable grants and the allocation of staff.

ARTICLE 5
FACILITIES, EQUIPMENT AND PROPERTY

5.1 The parties shall provide facilities, furniture, and equipment within their County for the provision of services under this agreement, unless SCCBI enters into a separate lease. Any furniture or other property provided by a Party shall remain the property of the Party in the event of dissolution or withdrawal.

5.2 The Parties agree to ensure that the facilities will provide for the confidential operation of services and staffing needs.

5.3 The SCCBI shall only be responsible for insuring property owned by the SCCBI. Furniture, buildings, equipment and other assets owned by the Parties will not be insured by the SCCBI.

ARTICLE 6
INDEMNIFICATION AND HOLD HARMLESS

6.1. The SCCBI shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. SCCBI shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of M.S. 466.

6.2. The SCCBI shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses because of the action or inaction of the Board and/or employees and/or the agents of the SCCBI. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States Statutes, Section 466.04.

6.3 To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(b); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

6.4 The Parties to this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

6.5 Under no circumstances shall a Party be required to pay, on behalf of itself or other parties, any amount in excess of the limits of liability established in Minn. Stat. Chapter 466, applicable to any third-party claim or action. The statutory limits of liability for some, or all, of the Parties may not be added together or stacked to increase the maximum amount of liability for any third-party claim or action.

ARTICLE 7
COUNTY PROCEDURE TO JOIN

7.1 If an eligible entity wishes to join the SCCBI, it may make written application to the Board no later than July 1 of the year prior to membership becoming effective January 1. The application shall consist of a Board resolution containing language to indicate full acceptance of the contents of this Agreement.

7.2 The applying entity shall formally submit the adopted Board resolution under cover to the SCCBI Board Chair and Vice Chair for distribution to the Board. The Board shall meet to review the application.

7.3 The application to join shall be voted on by the individual governing boards of the Parties. Upon a two - thirds (2/3) approval of the Parties who have not given a notice to withdraw pursuant to Article 8, the request to join will be approved. The SCCBI Chair or designee will notify the Chair of the entity seeking to join of the decision.

7.4 At the time of application, the entity applying for membership shall have access to all budget and financial information, including the last audit report, regarding the SCCBI.

ARTICLE 8
RIGHT TO WITHDRAWAL

8.1 A Party may withdraw from this Agreement by adopting a resolution which specifically contains language of its "Notice to Withdraw." The withdrawing Party's governing board's resolution shall be submitted under cover letter and sent via certified mail to each Party to this Agreement and the Chair, Vice Chair and Regional Mental Health Manager of SCCBI. The Notice must be received by October 1 to be effective December 31. Withdrawal may occur at an earlier time by agreement of a two-thirds (2/3) majority vote of the non-withdrawing Parties on the Board and the withdrawing Party.

8.2 If any Party exercises its right to withdraw, this Agreement shall remain in full force and effect between the remaining parties. Notwithstanding a Party's authority to withdraw, this Agreement and the Board created hereby shall continue in force until the Agreement is terminated pursuant to Article 9.

8.3 Following its withdrawal from this Agreement, the withdrawing Party shall fulfill any outstanding contractual responsibilities it may have with the State of Minnesota, the federal government, other member counties and SCCBI. The withdrawing Party shall be responsible for notifying the State of Minnesota and any other appropriate governmental authority of its intent to withdraw.

8.4 All property and records of SCCBI shall be returned by the withdrawing Party. The withdrawing Party may retain copies of public data at its expense.

8.5 The withdrawing Party shall not be entitled to a refund of fees paid to the SCCBI prior to the effective date of withdrawal.

8.6 The Parties continuing this Agreement and the Joint Powers Board created hereby shall indemnify, defend, and hold harmless any withdrawing Party who has withdrawn in accordance with the terms of this Agreement.

8.7 Notwithstanding Article 3, upon notice of withdrawal being served pursuant to § 7.1, the Board member and Alternate of the withdrawing member county shall no longer have voting rights on the Board.

ARTICLE 9

TERMINATION

9.1 This Agreement is effective the 1st day of February 2022 and replaces and supersedes all prior agreements between the parties with respect to the powers and duties expressed herein.

9.2 This Agreement shall be effective with respect to a Party upon approval of its governing body and the signature of the official with authority to bind the entity. This Agreement shall be in effect only with respect to the Parties who have approved and signed it.

9.3 This Agreement continues in force until terminated by the respective governing boards of the two-thirds (2/3) of the Parties who have not given a notice to withdraw.

9.3.1 A Party which has given notice of withdrawal or who as withdrawn in a previous year shall not be counted under this subsection.

9.4 Effects of Termination. Termination shall not discharge any liability incurred by the Board or SCCBI during the term of the Agreement. Financial obligations of SCCBI shall continue until discharged by law.

9.5 Winding-up and Distribution. Upon termination of this Agreement, SCCBI shall be dissolved. The Board shall continue to exist after dissolution as long as necessary to wind-up and conclude the affairs subject to this Agreement. After payment of all claims and expenses, any surplus shall be distributed in accordance with grantor agreement of the State of Minnesota or otherwise in proportion to the total population of the counties that are Parties to the Agreement as reported by the most recent census. Any distribution or unused fund or surplus property would go only to those Parties who were Parties as of the effective date of the termination of this Agreement

ARTICLE 10
GOVERNING LAW, FINALITY, SEVERABILITY

10.1 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Minnesota. Any legal proceedings taken arising out of the terms and conditions of the Agreement shall be venued in the district courts of the State of Minnesota.

10.2 Severability. The provisions of this Agreement are severable. If any section, paragraph, subdivision, sentence, clause or phrase of the Agreement is held to be contrary to law, rule, or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

10.3 Reservation of Authority. All responsibilities not specifically set out to be jointly exercised by the Board under this agreement are hereby reserved to the parties and each of them. Nothing in this Agreement shall act as a waiver by a participating Party of its individual power and legal authority to provide the services contemplated for this Agreement.

10.4 Final Agreement. It is understood and agreed that the entire agreement of the parties is contained here and that this contract supersedes all oral or written agreements and negotiations between the parties relating to this subject matter. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement

10.5 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Fully executed copies shall be provided to all Parties.

IN **WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the date shown below.

Each Party must complete the following. An original of each Party's execution of the Agreement should be attached to the Agreement and remain in a permanent file.

Approved as to form and execution:

____
County Attorney

Date of Signature: ____________

COUNTY OF NICOLLET

By: ______________________________
Chair of Board

Date of Signature: ________________

Attest: ___________________________
County Administrator

Date of Signature: ________________

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Board Ratification for IFS Contract

Primary Originating Division/Dept.:

Meeting Date: 02/08/2022

Contact: Dayle Moore

Title: Director, Office of Technologies

Item Type: (Select One) Regular Agenda

Amount of Time Requested: 5 minutes

Presenter: Dayle Moore

Title: Ratification for IFs Contract

Attachments: ⦿ Yes ○ No

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

BACKGROUND/JUSTIFICATION:

The TriMin Contract for maintenance and support of IFS has been approved and fully executed. A copy of the contract along with a Board Ratification are included with this communication. The IFS Advisory Committee is requesting that all Board Ratifications be signed and returned to MnCCC. Your Board Ratification will indicate your participation in the IFS User Group and continued use of IFS

Supporting Documents: ⦿ Attached ○ In Signature Folder ○ None

Prior Board Action Taken on this Agenda Item: ○ Yes ⦿ No

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

Approved by County Attorney's Office: ○ Yes ○ No ⦿ N/A

ACTION REQUESTED:

Looking for Board approval for Nicollet County to continue with MnCCC user group and IFS software.

FISCAL IMPACT: Included in current budget
(Select One)

If "Other", specify:

FUNDING
County Dollars = $16,170.00

State

(Select One)

Total: $16,170.00

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

Minnesota Counties Computer Cooperative

BOARD RATIFICATION STATEMENT

The Board of ______________________________ has ratified the Professional Services Agreement between TriMin Systems Inc. and the Minnesota Counties Computer Cooperative (MnCCC) for the maintenance and support of IFS. The Agreement will be effective January 1, 2022 through December 31, 2024. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this agreement.

Signed:____
Board Chair

Date: ____

Attest: ____

Title: ____

Date: ____

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN
MINNESOTA COUNTIES COMPUTER COOPERATIVE
And
TRIMIN SYSTEMS, INC.
January 1, 2022

This Agreement dated and to be effective as of the date set forth above by and between the Minnesota Counties Computer Cooperative (MnCCC), a joint powers organization, 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("MnCCC") and TriMin Systems, Inc., 2277 Highway 36 West, Suite 250, Roseville, Minnesota, 55113 ("TriMin").

WITNESSETH

WHEREAS, MnCCC wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer software system known as IFSpi, solely owned by MnCCC; and

WHEREAS, TriMin has and will be expected to render substantial service hereunder.

I. Systems to be Supported

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components of the Integrated Financial System Platform Independent version (IFSpi), which for purposes of these and related agreements includes the Cash Drawer (CD) module, in exchange for MnCCC's payment of certain fees pursuant to the support fee summary attached and incorporated by reference as ***Attachment A***.

II. Definition of Included Support Services

The fees paid by MnCCC under this Agreement and identified in ***Attachment A*** shall fully compensate TriMin for the following Services:

A. General IFSpi Support Activities

1. Track IFSpi support incidents and report out to IFSpi Advisory Committee (JIC) per the IFSpi Service Level Agreement (SLA) attached and incorporated by reference as ***Attachment B***.
2. Provide supporting documentation for JIC meetings (up to 6 times per year) with respect to IFSpi bugs/fixes and open Enhancement Requests (including categories Approved, Completed, New, Committee, Tabled, Denied, Withdrawn and Study statuses).
3. Provide any IFSpi revisions necessitated by changes in applicable GASB (Governmental Accounting Standards Board) requirements and/or Minnesota statutes, laws or regulations. MnCCC will advise TriMin of any requested changes to IFSpi as necessitated by changes in GASB requirements and/or Minnesota statutes, laws, or regulations and provide sufficient details to support TriMin in making the changes. Further, these changes will be subject to the same enhancement scope limitation as listed in section III-8.

B. Level 1 Support

Logging of, and responding to, email and phone support requests from IFSpi users regarding IFSpi application usage. Each support request to be logged as to nature of the request/issue and county/agency/department that originated the request. Level 1 support will resolve basic user issues for the IFSpi users and escalate more complex issues to Level 2 support. Also described in ***Attachment B.***

Level 1 support will be performed by TriMin for participating MnCCC counties and agencies and other applicable independent users as approved by MnCCC, and only these users are to be charged for Level 1 support. *See Attachment C.*

C. Level 2 Support

Engage with IFSpi users on more complex support issues as escalated from Level 1 support. Will resolve issues that can be addressed via ad hoc training, provide alternate approaches to resolving issue, or by documenting the issue more fully so that it can be addressed by Level 3 support as an MnCCC bug, or enhancement request. Level 2 support will provide direction to IFSpi users and to Level 3 support in terms of whether or not the IFSpi functionality is working as designed, or appearing to be a "bug" in the code that needs to be addressed by Level 3. If it is determined that the code is functioning as designed, then the IFSpi user will be instructed to submit an enhancement request to MnCCC (via their logical support organization). Level 2 support will also perform functional application testing prior to new release of updates to applications.

Level 2 support will be performed by TriMin and chargeable to MnCCC as listed in *Attachment C.* These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

D. Level 3 Support

Perform IFSpi/CD code analysis, programming, testing and project management related to bugs as escalated from Level 2 support and for on-going software maintenance on the underlying architecture of IFSpi/CD with the goal of remaining current with respect to the "code stack" that supports the functional capabilities of IFSpi and Cash Drawer. The code stack refers to, but is not limited to: security layer, web browser, web server, framework, software libraries and scripting language, web services and other interfaces. In addition to the activity above, on-going technical documentation updates related to the changes will be needed.

Level 3 support will also include the following:

1. Estimating of IFSpi Functional Enhancement Requests, based on the documented requirements as submitted by MnCCC and Level 2 support.
2. Technical Design of approved Functional Enhancement Requests, with review and sign-off by MnCCC prior to coding activities on projects over 20 hours.
3. Project Management, Coding and Technical testing of Functional Enhancements.

4. On-going design, development, technical testing and deployment as described in "IFSpi Infrastructure Modernization" Section II-E below.

Level 3 support will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

E. Installation Support

For counties/agencies not able or interested in performing their own IFSpi product updates or installation of new releases, or who do not have another provider (i.e. MSCC), TriMin will perform the installations as part of this optional support element. A minimum of one hour fee will be charged per installation, with more time charged as needed for more complex installations or support, per the fee table in ***Attachment A***.

Installation support will be performed by TriMin and chargeable only to counties who choose this option.

F. IFSpi Analyst Services

In addition to Level 2 and Level 3 Support activities, the TriMin staff assigned the IFSpi Analyst workload will proactively engage in the following:

1. On-going updates to IFSpi end user documentation. TriMin to develop and manage a "plan" for on-going user documentation updates that will be prioritized and based on analysis of frequent support topics and the need to replace legacy (green screen) documentation over time.
2. Develop training materials and training videos for use by IFSpi community. Provide web and/or "live" training quarterly at events mutually agreed upon with MnCCC.
3. Serve as primary liaison to the Joint IFS Committee (JIC), JIC Subcommittees and work directly with MnCCC and individual MnCCC end users as appropriate, to fully define and document requirements for IFSpi functional enhancements prior to submission to Level 3 for estimates, or coding activities.
4. Provide communication from MnCCC to Level 3 technical staff regarding functional requirements for IFSpi and Cash Drawer and support end users needs and desires with respect to the software.

IFSpi Analyst role will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.

G. IFSpi Infrastructure Modernization Projects

TriMin will develop and maintain an IFSpi Infrastructure Modernization Projects report document to review with MnCCC at each bi-monthly meeting of the IFSpi Advisory Committee (JIC), to include:

- Descriptions of specific ongoing modernization projects that have been performed and/or are planned to be performed – including the rationale for why it is/was needed and hours logged/planned to support activities.

- Modernization Projects (1500 hours per year) will be prioritized and approved by MnCCC and reported on at bi-monthly IFSpi Advisory Committee Meetings as part of above report.

The IFSpi infrastructure modernization projects fund to include 4,500 person hours during this three-year agreement, initially allocated at 1,500 hours for each calendar year, with bi-monthly report out on specific progress made against approved plans and hours logged. Should 1,500 hours not be sufficient for the demand/needs in this area, then additional hours may be authorized by MnCCC during a calendar year, including the allocation of hours from future years, and/or new hours chargeable at time and materials rates, per ***Attachment A***.

Should TriMin fail to utilize 1,500 hours in support of IFSpi infrastructure modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s). During year 3 of this agreement, if the balance of hours required for IFSpi infrastructure projects, based on actual activity in year 1 and year 2, is projected to be greater than remaining hours required to support known modernization projects then hours may be shifted to IFSpi functional enhancement activity to "consume" available hours. At this contract's end (December 31, 2024) any unused hours will not be recoverable.

IFSpi modernization will be performed by TriMin only and associated costs are included in this Agreement.

H. Additional Requirements

1. TriMin must obtain written permission from MnCCC to add any plug-ins or third-party code incorporated into the IFSpi system. This includes, but is not limit to, any "Freeware" or "Shareware". Once approved, those plug-ins will be maintained and updated as part of this Agreement without any additional fees, unless a special support addendum is executed and attached to this Agreement. TriMin will continue to provide MnCCC a detailed list specifying all third-party code and plug-ins, used in the existing IFSpi application. The listing to be updated and provided to MnCCC annually, or more frequently if any significant changes made. MnCCC acknowledges and agrees that pre-existing plug-ins and third-party code incorporated into the IFSpi system are accepted, and shall remain subject to support hereunder.
2. TriMin shall provide current, full and detailed database and application design and programming documentation for all parts of the IFS application including 3rd party add-ons.
3. TriMin shall follow the MnCCC policy on submission of source code and documentation to MnCCC.
4. TriMin shall maintain and provide to MnCCC annually, or more frequently as requested by MnCCC, the following Version Control documents:
    a. County/Agency Listing – identifying version level of IFSpi and Cash Drawer (if installed) for each county/agency.
5. TriMin shall deliver 2 new major releases (to include functional enhancements) per calendar year of IFSpi and Cash Drawer, with minor releases or patches (to support technical issues or critical bug fixes) also delivered as needed and available according to overall priorities and coordination with JIC. If Automated Testing is implemented in the future, then consideration for additional major releases per calendar year can be considered.
    a. Enhancements approved by JIC will be assigned to a specific future release and reported to JIC in terms of specific release number to be included in, and expected availability date for said release.

b. The latest release notes documentation to include functions added to IFSpi and Cash Drawer in the latest release.

I. **Service Level Agreement, Priorities and Escalation – See Attachment B.**

J. **Virus, Malware, Unapproved and/or Unauthorized Code**

1. The current business practice in today's world is the electronic distribution of application software, data, help files, etc. from TriMin. This can be achieved either via an electronic download of information through the internet, or through the receipt of electronic media (e.g. DVD, CD, tape, etc.). It is imperative that TriMin take responsibility for delivering their electronic files with no virus, malware or unapproved/unauthorized code to MnCCC. TriMin warrants and represents that any data, programs, hardware or firmware provided, or sourced, by TriMin to MnCCC shall be free, at the time of shipment, of any computer virus, malware, unapproved and/or unauthorized code.
2. "Virus, Malware, Unapproved and/or Unauthorized Code" shall be defined as any harmful or hidden programs or data incorporated therein with malicious or mischievous intent, including any code, program or device that would shut off or otherwise allow unrestricted access and use by MnCCC, its members and other licensees. This would also include, but not limited to, the entering of any illegal, virus, malware, unapproved and/or any unauthorized code containing or triggering any copyright, insane, mentally disturbing, vulgar, adult or porn type, virus, malware, trojans, bugs, tracking or reporting code or device, or politically motivating data into MnCCC and / or member systems or networks.

K. **Compliance with Laws**

The parties shall each abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or here after adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include obtaining all licenses, permits or other rights required for the provision of services contemplated by this Agreement. This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement, to be commenced by TriMin or MnCCC, shall be venued in the applicable federal or state courts located in Ramsey County, Minnesota, and TriMin and MnCCC each hereby irrevocably consents to the jurisdiction and venue of such courts.

L. **Ownership, Proprietary Considerations and Data Security**

1. TriMin agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all MnCCC/TriMin documentation pertaining to the system design to avoid pirating of this information and subsequent software license disputes. TriMin shall assign to MnCCC, and MnCCC shall solely own any data, databases, programs, or interfaces developed by TriMin as a result of this Agreement.

2. MnCCC and TriMin agree that all materials and information developed under this Agreement shall become the sole property of MnCCC.

3. TriMin agrees to protect the security of and to keep confidential all data received or produced under the provisions of this Agreement, and shall not disclose them without the prior written consent of MnCCC.

4. Procedures and software created by TriMin pursuant to this Agreement, or modifications made to existing software to meet the specifications herein, shall be proprietary to MnCCC. TriMin shall not disclose or otherwise make said software available to third-parties, or utilize in any other non-related applications without prior written consent of MnCCC.

5. TriMin shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in users' computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by MnCCC and/or MnCCC members, without express written authorization of the other party. The provisions of this Section, shall survive the expiration or termination of this Agreement.

III. Items Not Included

This Agreement does not include support for non-IFSpi issues. Below are some examples of items not included in this support agreement, which will be identified and disclosed by TriMin to MnCCC as non-included services, in order to provide an opportunity for MnCCC (and in certain cases, MnCCC's end user) to accept or decline such services in writing and prior to initial performance by TriMin in each case:

1. Any third-party software (fees or support), this does not include any 3rd party code or plug-ins used in the application.
2. Server migrations and server setup.
3. Operating System updates or troubleshooting (IBM i or Windows servers).
4. Applying application server and/or web server updates.
5. Networking issues internal to county or agency.
6. Local PC operating system support or troubleshooting.
7. Remote connection issues.
8. IFSpi functional enhancements greater than 20 hours, without additional approval and funding by MnCCC.
9. Other support for non-IFSpi / non-Cash Drawer applications or county systems.
10. Future third-party fees (if any) for what is currently "freeware" embedded within IFSpi (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.).

IV. Billings of Charges and Costs

A. TriMin shall bill MnCCC the charges and costs for all support services, and at the rates set forth in Attachment A.

The minimum fee to be paid to TriMin for support services for IFSpi support over the duration of this Agreement shall be $910,000 in 2022, $952,600 in 2023, and $995,500 in 2024, with support fees as defined in Attachment A. Any expenditure in addition to those specified above must be pre-authorized in writing by MnCCC. Additional services will be provided at the hourly rates and specifications defined in Sections C and D below.

Calendar quarter shall mean three (3) consecutive calendar months and the quarter shall commence with, respectively, the months of January, April, July, and October, of each calendar year. TriMin shall invoice MnCCC, and MnCCC shall invoice and collect quarterly support fees from its users.

B. Invoices pursuant to Section III-A, above, shall be billed in advance to MnCCC on a quarterly basis and shall be paid by MnCCC within sixty (60) days of the date of the invoice, other than any portion(s) disputed in good faith by MnCCC.

C. The chargeable hourly rates by TriMin during the duration of this Agreement for project management, technical work and training personnel shall be those as defined in Attachment A.

D. For any and all services pre-authorized by MnCCC, the breakdown of the actual hours worked shall be reported by TriMin to MnCCC, which reserves the right to inspect TriMin's time records to substantiate charges and costs.

E. Direct Support (projects outside of this support Agreement) will also be available to users at the annual rates specified in Attachment A. Direct Support services will be billed to MnCCC, who will then bill the requesting county. Both requesting county and MnCCC to sign any related Statement of Work (SOW).

F. For services pre-authorized and performed pursuant to this Agreement, TriMin is authorized to bill for time incurred in actual travel, and for all transportation and overnight expenses except automobile mileage as per the US General Services Administrative Schedule.

G. Non-payment and remedies of TriMin: In the event that MnCCC does not pay TriMin within sixty (60) days of the date of the invoice (other than any portion disputed in good faith), TriMin shall have the option to terminate its obligation to render further services to MnCCC upon at least ninety (90) days' written notice thereof.

V. Representations, Warranties and Indemnifications of the Parties

A. Each party represents and warrants that it has the right to enter into this agreement

B. Except as expressly provided in this Agreement, neither party makes any warranty, either express or implied, with respect to the IFSpi computer software system or software supports services provided herein, their quality, merchantability, or fitness for a particular purpose. Except as expressly provided in this Agreement, there are no warranties, either express or implied, regarding the IFSpi computer software system or software support services provided hereunder, and any and all such warranties are hereby disclaimed and negated. No oral or written information or advice given by either party or its employees shall create a warranty or make any modification, extension or addition to this warranty.

C. In no event whatsoever shall either party be liable to the other or to third-parties for any damages caused, in whole or in part, by the use of the IFSpi computer software system or the software support services provided hereunder, or for any lost revenues, lost profits, lost saving or other direct or indirect, incidental, special, statutory or consequential damages incurred by any person, even if advised of the possibility of such damages or claims.

D. TriMin further represents, warrants and agrees as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above will be designed and developed in a skilled, ethical, professional and lawful manner, and are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties and will execute on the IBM iSeries, Current Microsoft Server and SQL, PC networks, and WebSphere Application server (or mutually agreed upon future modernizations).

2. TriMin further warrants that these services will not alter or diminish the underlying performance of the existing IFSpi software system.

3. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products, that are each hereby irrevocably assigned to and shall be owned by MnCCC, that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, trade secret or other third-party legal rights.

4. TriMin will provide true, correct and complete copies of the IFSpi source code to MnCCC and at no charge at least twice per calendar year, and at other times upon MnCCC's reasonable request. MnCCC will provide TriMin with written media, logistics, and delivery instructions.

5. TriMin agrees to perform background checks on any new hires that may provide services to MnCCC during the term of this Agreement, and to have all employees providing services hereunder as of or after January 1, 2022, bonded to work on a financial system by a bonding company authorized by the State of Minnesota. If MnCCC desires to increase the bonding amount beyond the amount TriMin has secured then any additional fees associated with the increase in bonding amount will be paid for by MnCCC over and above the fees listed in section IV above.

E. MnCCC further represents, warrants and agrees as follows:

1. MnCCC represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for MnCCC and for the MnCCC activity or system involved.
2. MnCCC represents and warrants that it will make prompt and full disclosure to TriMin of any unpublished information it receives regarding the government requirements and regulations related to the government program which the system services, in order to assist TriMin with its ongoing contractual obligations to monitor Minnesota legislative and administrative activities, and to update IFSpi, in order to accommodate applicable changes in Minnesota laws.

VI. Other Conditions

A. Entire Agreement

Requirement of a Writing: It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

B. Non-Assignment

TriMin shall not assign any interest in the Agreement without the prior written consent of MnCCC thereto, provided, however, that claims for money due or to become due to TriMin from MnCCC under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.

C. Conflicts of Interest

TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.

D. Subcontracting

None of the work or services covered by this Agreement, and properly authorized by MnCCC, shall be subcontracted without prior written approval of MnCCC. TriMin shall provide MnCCC with written notification requesting the use of subcontract resource ahead of engaging the resource. MnCCC shall respond in writing, in a timely manner, with approval or denial of request.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the full responsibility and liability of TriMin hereunder to MnCCC.

Furthermore, such third-party subcontractor(s) shall produce an expressed agreement acknowledging receipt of a copy of this Agreement and such third-party's agreement to be bound by its provisions, as well as any nondisclosure agreements or other obligations in force between TriMin and MnCCC.

E. Expense Incurred

No payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.

F. Independent Contractor

For the purpose of this Agreement, TriMin is an independent contractor. Any and all employees, members, or associates or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall be considered employees of TriMin; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation, liability or responsibility of MnCCC.

G. Insurance. TriMin, for the benefit of itself and MnCCC, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following:

1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than one million five hundred thousand dollars ($1,500,000) per accident for combined single limit.
2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than one million dollars ($1,000,000) for property damage arising from one (1) occurrence, one million dollars ($1,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and one million dollars ($1,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
3. Statutory Worker's Compensation Insurance.
4. Professional liability (errors and omissions) insurance in an amount of not less than two million dollars ($2,000,000).
5. TriMin will provide MnCCC with certificates of insurance by the end of the first month of the Agreement. The certificate of insurance shall provide that the insurance carrier will notify MnCCC in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's required minimum insurance coverage. MnCCC shall be named as an additional insured party in each policy.

H. Local Alterations

For the system supported under this Agreement, the version maintained by TriMin shall be designated the "Base System". The parties to this Agreement agree to accept the base system and modifications to the base system as approved by the MnCCC. TriMin shall not be liable for claims arising from any and all versions that include local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.

I. Data Practices

All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other applicable state and federal laws, including those on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Director of Services, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data. Any replacement of TriMin's responsible authority will be effective on MnCCC's receipt of written notice thereof given by TriMin.

J. Force Majeure

TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.

K. Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.

L. Governing Laws

The internal laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement, without regard for applicable conflicts of law principles.

M. Non-Discrimination

In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, marital status, national origin, disability, or public assistance.

N. Document Examination

All books, records, documents and accounting procedures and practices of TriMin relative to this Agreement are subject to examination by MnCCC, and either the legislative auditor or the state auditor as appropriate in accordance with the provisions of Minn. Stat. Section 16B.06, Subd. 4.

VII. Term and Termination

The term of this Agreement shall be January 1, 2022, to December 31, 2024, inclusive, unless earlier terminated prior to expiration as provided by herein.

This Agreement may be terminated prior to expiration by MnCCC or by TriMin for default, and by written notice of default given by the non-breaching party, and to be effective upon expiration of a designated cure period of not less than thirty (30) days', unless the party alleged to be in default has cured such default(s) within such thirty (30) day cure period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed intending to be bound thereby.

Accepted and Agreed for TriMin Systems, Inc.:
Signed By: Joe McNiff
Name: Joe McNiff
Title: VP/ Director of Services
Date: 11/3/2021

Accepted and Agreed for MnCCC:
Signed By:
Name:
Title: MnCCC Chair
Date: 11/4/2021

Accepted and Agreed for MnCCC:
Signed By:
Name: Lisa C. Meredith
Title: Executive Director
Date: 11/4/2021

Accepted and Agreed for MnCCC:
Signed By: Michelle May
Name: Michelle May
Title: JIC Chair
Date: 10/28/2021

ATTACHMENT A

IFSPI Support Agreement 2022 – 2024

Fee Summary – Annual

Support Elements	Support Fees 2022	Support Fees 2023	Support Fees 2024
Level 1 Support	$ 145,000.00	$ 150,000.00	$ 155,000.00
Level 2/3 Support	$ 575,000.00	$ 605,000.00	$ 635,000.00
Infrastructure Modernization Projects	$ 190,000.00	$ 197,600.00	$ 205,500.00
Annual Contract Total	$ 910,000.00	$ 952,600.00	$ 995,500.00

IFS Analyst role fees are included in Level 2/3 Support in the Fee Summary above, as the IFS Analyst role is primarily responsible for Level 2 Support and Level 3 enhancement coordination with JIC, in addition to other duties for IFS Analyst role as listed earlier in this document.

IFSpi Release Update Fees	2022	2023	2024
Hourly Rates	$175	$180	$180

ATTACHMENT B

Service Level Agreement (SLA) Obligations and Procedures – IFSpi Support

This Attachment defines the SLA requirements referenced in the master agreement.

Severity Levels, Prioritization, and Response Time Requirements

- Each Support request will be logged into TriMin's support tracking system (JIRA) and assigned a unique tracking number.
- New Support Requests will be given a label regarding Severity:

  Severity 1: Critical Business Impact - IFSpi system is not accessible

  Severity 2: Significant Business Impact – An IFSpi component is unavailable to users

  Severity 3: Some Business Impact - IFSpi system is fully available, but a significant issue is causing delays or workarounds

  Severity 4: Minimal Business Impact - IFSpi system is fully available, but minor issue requires assistance
- Highest priority will be given to Severity 1 issues, with Severity 2, 3, and 4 in descending priority sequence.
- End user will assign severity, TriMin can adjust severity label with MnCCC approval.
- Response Time Goals:

  Severity 1 – Within 1 hour for initial response, with all available TriMin resources to support until IFSpi system is up and running again. TriMin resources will work 7 days a week, 24 hours a day until the issue is solved. TriMin will provide regular updates to the client personnel on the status and resolution of the issue. MnCCC and the effected client personnel shall be notified if the issue is not resolved in 4 hours. The notification shall include an expected time to resolution. This update shall occur every 4 hours until the issue is resolved.

  Severity 2 – Within 2 hours for initial response, subject to Severity 1 priorities, with all available resources to support issue resolution until the issue is solved. Regular updates (at least at every 20 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 20 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.

  Severity 3 – Within 4 hours for initial response, subject to Severity 1 and 2 priorities. Regular updates (at least at every 40 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 60 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.

Severity 4 – within 8 hours for initial response, subject to Severity 1, 2 and 3 priorities. TriMin will work on during normal business hours. These issues are expected to be resolved within a commercially reasonable time. No escalation of these types of issues is required unless the issue has not been resolved within 3 months. After 3 months escalation of the issue must be made to MnCCC, and the affected client designated staff.

Hours of Service

TriMin Support for IFSpi will be staffed and available from 8:00 A.M. to 4:30 P.M. central time, Monday through Friday, excluding TriMin holidays.

Boundaries of Service

The focus of TriMin's support is the IFSpi application and while many other factors can affect the availability and performance of IFSpi, TriMin will engage and assist in problem determination until an acceptable resolution is reached. Issues not covered by IFSpi support may include:

- Internal county/agency IT responsible systems
- Another vendor/application support not related to IFSpi
- IBM core operating systems, except as related to IBM standard updates that IFSpi must operate under/or with.
- Microsoft core operating systems, except as related to Microsoft standard updates that IFSpi must operate under/or with.
- Billable services from TriMin (for a project outside of IFSpi Support Agreement)

Examples of services not covered under the IFSpi Support Agreement:

- 3rd party software fees or support unless the 3rd party software is part of the IFSpi application.
- Server migrations and server setup.
- Operating System updates or troubleshooting (IBM or Windows servers), except as related to Microsoft or IBM standard updates that IFSpi must operate under / or with.
- Applying OS updates to application and/or web server updates.
- Networking issues internal to county or agency.
- PC issues or PC troubleshooting, except as related to Microsoft or IBM standard updates that IFSpi must operate under / or with.
- Remote connection issues.
- Issues controlled by State of MN.
- Issues caused or initiated by county/agency that impact IFSpi or Cash Drawer that require TriMin assistance to resolve (i.e. user error - approving budget prematurely and needing to manually "fix" data).
- Support for non-IFSpi / non-Cash Drawer applications or county systems.

- Future 3rd party fees (if any) for what is currently "freeware" embedded within IFSpi (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.) These must be identified ASAP and a written report supplied to MnCCC within 90 days of contract signing.

Customer Responsibilities

- IFSpi Users will support their own requests for support with timely communication during and after problem resolution.
- IFSpi users will provide a high speed remote access capability to TriMin, as needed, to help resolve support issues. TriMin agrees to follow the individual agencies / counties requirements for this connectivity.
- IFSpi users will work with their local IT staff to rule out local issue before contacting TriMin.
- IFSpi users are encouraged to consult the TriMin IFS Portal and/or IFS Golden for additional help information.
- Users need to supply as much detail of the issue to the TriMin help desk as possible. Examples of information needed is:
  - Knowing if they are running IE in compatibility mode, and what IE version they are on.
  - Knowing if the issue is isolated, or happening multiple time and to different IFSpi users.
  - If the problem can readily be recreated, knowing the specific steps that cause the issue.
  - Knowing if any changes have occurred in the local system/network environment (new levels of operating system, or hardware, or web server, etc.).
  - If any local diagnostics were run, being able to share them with TriMin.
  - Sharing screen shots of issue, or error code.

Reporting

- TriMin will provide MnCCC approved reports to MnCCC concerning the following aspects of IFSpi Support, These reports shall be supplied bi-monthly or on a schedule mutually agreed to by MnCCC, and TriMin
  - Volume of Support Issues (new vs. resolved).
  - Resolution Type for Support Issues.
  - Volume of Issues by reporting agencies.
  - Trends in support.
  - Severity 1, 2, 3, 4 issues reported/resolved.
  - "Bugs" fixed/pending.
  - Enhancements completed/pending.
  - Modernization Project activities status and hours usage.

ATTACHMENT C

Level of Support document to be maintained by JIC and list shared with TriMin upon commencement of this agreement and when any changes are made.

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Qtr 4 2021 Donations

Primary Originating Division/Dept.: Finance

Meeting Date: 02/08/2022

Contact: Heather McCormick Title: Finance Director

Item Type: (Select One) Regular Agenda

Amount of Time Requested: 5 minutes

Presenter: Heather McCormick Title: Finance Director

Attachments: ◉ Yes ○ No

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

BACKGROUND/JUSTIFICATION:

This is to present the Quarter 4 2021 Donations received for approval by resolution.

Supporting Documents: ◉ Attached ○ In Signature Folder ○ None

Prior Board Action Taken on this Agenda Item: ○ Yes ◉ No

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

Approved by County Attorney's Office: ○ Yes ○ No ◉ N/A

ACTION REQUESTED:

Approval of Donations

FISCAL IMPACT: Other
(Select One)

If "Other", specify: Donations

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

FUNDING

County Dollars =	(4,520.00)
Other (Select One)	
Total:	(4,520.00)

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.

WHEREAS, the Nicollet County Finance Office has compiled a list of donations made to the County from October 1 through December 31, 2021.

THEREFORE, BE IT RESOLVED that the Nicollet County Board of Commissioners approve the following donations made to the County from October 1 through December 31, 2021:

Donations received by Nicollet County
October 1 through December 31, 2021

FROM WHOM	AMOUNT	PURPOSE
American Legion Auxiliary #510	$ 100.00	Van Services
T Miller	$ 50.00	Van Services
Various Donations	$ 640.00	Van Services
Red Men Club	$ 3,500.00	Sheriff/Public Safety Equipment
Various Donations	$ 230.00	Loan Closet
Total	$ 4,520.00	

Dated this 8th day of February, 2022.

Marie Dranttel, Chair
Nicollet County Board of Commissioners

ATTEST:

Mandy Landkamer
Clerk to the Board

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Consider final acceptance for project SP 052-621-028

Primary Originating Division/Dept.: Public Works-Highway

Meeting Date: 02/08/2022

Contact: Seth Greenwood, P.E. Title: PWD/County Engineer

Item Type: (Select One) Regular Agenda

Amount of Time Requested: 10 minutes

Presenter: Seth Greenwood, P.E. Title: PWD/County Engineer

Attachments: ○ Yes ⦿ No

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

BACKGROUND/JUSTIFICATION:

Project SP 052-621-028 involved work in November 2020 to temporarily stabilize the CSAH 21 roadway embankment along the Minnesota River which was damaged in June 2020. This work occurred just east of the CSAH 14/CSAH 21 intersection. This emergency repair project allowed for the reopening of CSAH 21 to both travel lanes and to provide time for plans, specifications, and environmental permitting to be developed for the permanent repair work that is anticipated to occur potentially later this year or 2023.

Project SP 052-621-028 was funded using FHWA Emergency Relief funding. Emergency repair projects such as this project, are covered by 100% FHWA funding.

Final Value of Contract - $293,084.25.

Mathiowetz Construction was the prime contractor.

Supporting Documents: ○ Attached ⦿ In Signature Folder ○ None

Prior Board Action Taken on this Agenda Item: ⦿ Yes ○ No

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

Approved by County Attorney's Office: ○ Yes ○ No ⦿ N/A

ACTION REQUESTED:

Approve the final acceptance of project SP 052-621-028.

FISCAL IMPACT: Other
(Select One)

If "Other", specify:

FUNDING
County Dollars =

State
(Select One)

Total:

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:

Classification and Compensation Study Contract

Primary Originating Division/Dept.: Human Resources

Meeting Date: 02/08/2022

Contact: Kristy Larson Title: HR Director

Item Type: (Select One) Regular Agenda

Amount of Time Requested 15 minutes

Presenter: Kristy Larson Title: HR Director

Attachments: ◉ Yes ○ No

County Strategy: (Select One) Collaborative Workplace - sustain the core values of our culture

BACKGROUND/JUSTIFICATION:

Best practices (every 10 years) and current economic conditions (wage growth, inflation, and other changes in the employment environment) suggest that it's time for Nicollet County to conduct a classification and compensation study. The purpose of this study two-fold. The goal of the study is to make sure we are paying Nicollet County employees fairly and equitably, in accordance with the Fair Labor Standards Act, while also making sure that we are being good stewards of taxpayer dollars.

The result of this study will be a recommendation, likely a set of options, for implementing the results of the study.

Today, I am asking for approval for a contract with Arthur J. Gallagher & Company in the amount of $52,000 to serve as our consultant in this study.

Supporting Documents: ○ Attached ◉ In Signature Folder ○ None

Prior Board Action Taken on this Agenda Item: ◉ Yes ○ No

If "yes", when? (provide year; mm/dd/yy if known) 2012

Approved by County Attorney's Office: ◉ Yes ○ No ○ N/A

ACTION REQUESTED:

Approve the Classification and Compensation Agreement with Gallagher

FISCAL IMPACT: (Select One) Included in current budget

If "Other", specify

FUNDING

County Dollars = 52,000

Grant (Select One)

Total

FTE IMPACT: (Select One) No FTE change

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

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MASTER AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement"), entered into as of February 8, 2022 ("Effective Date"), is between Gallagher Benefit Services, Inc., a subsidiary of Arthur J. Gallagher & Co., a Delaware corporation ("Gallagher") and Nicollet County ("Client").

Gallagher and Client desire to arrange for the provision of services by Gallagher to the Client as set forth herein.

In consideration of the promises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **ENGAGEMENT OF SERVICES.** From time to time, Gallagher and Client may enter into Project Assignment(s), for the provision of services provided by Gallagher (Projects). The exact nature and scope of the services shall be agreed, and the scope of services shall be detailed, in a Project Assignment. Each Project Assignment shall be governed by the terms and conditions of this Agreement.

2. **SCOPE OF PROJECT ASSIGNMENTS.** Gallagher will provide any services, functions, or responsibilities related to the services set forth in the Project Assignment that are (a) reasonably required for the proper performance and delivery of such services, functions, or responsibilities in accordance with this Agreement or (b) an inherent part of, or a necessary subpart included within such services, functions or responsibilities.

3. **STANDARD FOR PERFORMANCE.** Subject to the terms of this Agreement, Gallagher will use its best efforts to render the services and complete the Projects by the applicable completion dates.

4. **COMPENSATION.** Client will pay Gallagher a fee for services rendered under this Agreement as set forth in the Project Assignment(s) undertaken by Gallagher. Client shall be responsible for all expenses incurred by Gallagher in the performance of its services under this Agreement except where provided for in the Project Assignment. Upon termination of this Agreement for any reason, Gallagher will be paid fees specified on the Project Assignment for work which is then in progress on a proportional basis, and expenses incurred through the effective date of such termination. Unless other terms are set forth in the Project Assignment(s) for Projects which are in progress, Client will pay Gallagher for services and will reimburse Gallagher for previously approved expenses within thirty (30) days of the date of Gallagher's invoice.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Gallagher's relationship with Client will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agent-principal or employer-employee relationship. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client. Furthermore, Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

Gallagher is and shall remain an independent contractor for all services performed under this Agreement. Gallagher shall secure at its own expense all personnel required in performing services under this Agreement. Gallagher's personnel and/or subcontractors engaged to perform any work or services required by this Agreement will have no contractual relationship with Client and will not be considered employees of Client. Client shall not be responsible for any claims related to or on behalf of any of Gallagher'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 Gallagher, 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 Client, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

6. **DATA PRIVACY AND SECURITY.**

6.1 Gallagher, its officers, agents, owners, partners, employees, volunteers and subcontractors shall, to the extent applicable, abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13 (MGDPA) and all other applicable law, rules, regulations and orders relating to data or the privacy, confidentiality or security of data, which may include but is not limited to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). For clarification and not limitation, Client hereby notifies Gallagher that the requirements of Minnesota requirements of this Section.

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

6.2 In addition to the foregoing MGDPA and other applicable law obligations, Gallagher shall comply with the following duties and obligations regarding County Data and County Systems (as each term is defined herein). As used herein, "County Data" means any data or information, and any copies thereof, created by Gallagher or acquired by Gallagher from or through Client pursuant to this Agreement, including but not limited to handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording any form of communication or representation, including electronic media, email, letters, works, pictures, drawings, sounds, videos, or symbols, or combinations thereof.

If Gallagher has access to or possession/control of County Data, Gallagher shall safeguard and protect the County Data in accordance with generally accepted industry standards, all laws, and all then applicable Client policies, procedures, rules and directions. To the extent of any inconsistency between accepted industry standards and such Client policies, procedures, rules and directions, Gallagher shall notify Client of the inconsistency and follow Client direction. Gallagher shall, notify Client, within seventy-two (72) hours after confirmation of a security breach or unauthorized access to County Data, then comply with all responsive directions provided by Client. The foregoing shall not be construed as eliminating, limiting or otherwise modifying Gallagher's indemnification obligations herein.

6.3 Upon expiration, cancellation or termination of this Agreement:

(1) At the discretion of Client and as specified in writing by the Contract Administrator, Gallagher shall deliver to the Contract Administrator all County Data so specified by Client.

(2) Client shall have full ownership and control of all such County Data. If Client permits Gallagher to retain copies of the County Data, Gallagher shall not, without the prior written consent of Client or unless required by law, use any of the County Data for any purpose or in any manner whatsoever; shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such County Data; and shall not do anything which in the opinion of Client would affect Client's ownership and/or control of such County Data.

(3) Except to the extent required by law or as agreed to by Client, Gallagher shall not retain any County Data that are confidential, protected, privileged, not public, nonpublic, or private, as those classifications are determined pursuant to applicable law. In addition, Gallagher shall, upon Client's request, certify destruction of any County Data so specified by Client. However, Gallagher may retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product, and in accordance with legal disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), provided that the information will remain confidential as long as it is retained. .

6.4 Non-Identifying Information. Client Data (as defined below) gathered by Gallagher from Client for the purposes of providing a scope of services for a Project Assignment may be used by Gallagher for other purpose related to their engagement and their business such as publication of national reports, customer reports, research partnerships with other organizations, and to supplement other Gallagher reports except that (a) no individual data may be used or disclosed to third parties; (b) any Client Data disclosed to third parties shall be in a summary or aggregate form and data will be purged of any identifying information; (c) no non-aggregated Client Data will be reported. For proper attribution, Client will be included as a participant in any survey or report in which Client Data is included. In no circumstances is the Client Data to be used or considered as information generally available to the public. Client Data shall mean discrete, numerical information and where applicable, a limited description of that numerical data.

7. Non-Discrimination.

Gallagher shall not exclude any person from full employment rights nor prohibit participation in or the benefits of any program, service or activity on the grounds of any protected status or class, including but not limited to race, color, creed, religion, national origin, sex, age, disability, marital status, sexual orientation, or public assistance status. No person who is protected by applicable law against discrimination shall be subjected to discrimination.

8. Insurance.

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

	REQUIRED INSURANCE COVERAGES	MINIMUM
(1)	**Commercial General Liability (CGL)** General Aggregate Products—Completed Operations Aggregate Personal and Advertising Injury Each Occurrence—Combined Bodily Injury and Property Damage Coverage shall be on an occurrence basis and include contractual liability coverage. Coverage shall be written on the most current ISO (Insurance Services Office, Inc.) CGL form or its equivalent.	 $2,000,000 $2,000,000 $1,500,000 $1,500,000

(2)	**Workers' Compensation and Employer's Liability** Workers' Compensation Employer's Liability: Bodily injury by accident—Each Accident Employer's Liability: Bodily injury by Disease—Policy Limit Employer's Liability: Bodily injury by Disease—Each Employee If Gallagher is based outside the state of Minnesota, coverage must comply with Minnesota law. If Gallagher is a sole proprietor, it is exempted from the above Workers' Compensation requirements to the extent provided by Minnesota law. In the event that Gallagher should hire employees or subcontract this work, Gallagher shall obtain the required insurance.	Statutory $500,000 $500,000 $500,000
(3)	**Professional Liability (PL/E&O)** Per Claim Aggregate The professional liability insurance must be maintained continuously for a period of two (2) years after final acceptance of services or the expiration, cancellation or termination of this Agreement, whichever is later. Coverage shall include liability arising from the errors, omissions or acts of Gallagher or any entity for which Gallagher is legally responsible in the providing of services under the Agreement. Throughout the term of the Agreement, the PL/E&O policy shall include full prior acts coverage.	$1,500,000 $2,000,000
(4)	**Cyber Security and/or Privacy Liability** Insurance shall cover claims, which may arise from failure of Gallagher's security resulting in harm, including but not limited to computer attacks, unauthorized access, disclosure of not public, confidential or private data/information, transmission of a computer virus(es) and/or denial of service. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.	$5,000,000

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

The above establishes minimum insurance requirements. It is the sole responsibility of Gallagher to determine the need for and to procure additional insurance which may be needed in connection with this Agreement.

Gallagher shall not commence work until it has obtained required insurance and filed with Client a properly executed Certificate of Insurance establishing compliance. The certificate(s) must name Client as the certificate holder, and as an additional insured for the commercial general liability coverage required herein. The funding of deductibles and self-insured retentions maintained by Gallagher, if allowed by Client, shall be the sole responsibility of Gallagher. Any cancelled or non-renewed policy will be replaced with no coverage gap and a current Certificate of Insurance will be provided to Client. However, in the event the insurance carrier will not issue or endorse its policy(s) to comply with the notice provision in the preceding clause, Gallagher shall assume such notice obligations. If Gallagher receives notice of cancellation/termination from an insurer, Gallagher shall fax or email a copy of the notice to Client within two (2) business days.

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

Gallagher's Commercial General Liability insurance shall be primary insurance and any insurance or self-insurance maintained by Client shall be in excess of and non-contributory with Gallagher's insurance. Gallagher waives all rights against Client, its officials, officers, agents, volunteers, and employees for recovery of damages to the extent that damages are covered by insurance of Gallagher. If necessary, Gallagher agrees to endorse the required insurance policies, with the exception of Professional Liability and Cyber Security to permit waivers of subrogation in favor of Client.

9. Records—Availability/Access

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

10. Compliance and Non-Debartment Certification

Gallagher shall comply with all applicable law, conditions of any funding sources, regulations, rules and ordinances currently in force or later enacted.

Gallagher 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.

9. <u>Representations and Warranties</u>.

9.1. Gallagher Representations and Warranties. Gallagher represents and warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards.

9.2. Client Representations and Warranties. Client hereby represents and warrants that: (a) materials provided to Gallagher for use in connection with the services provided hereunder will not infringe the intellectual property rights of any third party; and (b) Client has full right and power to enter into and perform this Agreement without the consent of any third party.

9.3. No Other Representations and Warranties.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEES ARE INCLUDED OR INTENDED BY GALLAGHER IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DELIVERABLE, WORK PRODUCT, DOCUMENT OR OTHERWISE. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY GALLAGHER CONCERNING THE MATTERS COVERED BY THIS AGREEMENT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

10. <u>Limited Liability</u>. Gallagher's liability to the Client and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees or $1,000,000, whichever is greater due to Gallagher from Client for the particular Project Assignment giving rise to the claim.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GALLAGHER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for Gallagher, at its sole option and upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Gallagher is at fault, or (ii) return to Client the fees paid by Client to Gallagher for the particular service provided that gives rise to the claim, subject to the limitation contained in this section. Client agrees that it will not allege that this remedy fails its essential purpose.

11. Infringement Indemnification. In the event either party (the "recipient party") receives a claim that any information, design, specification, instruction, software, data or material furnished to it by the other party infringes any patent, copyright, trademark or trade secret of any third party, the party receiving notice of the claim will promptly notify the other in writing. Upon receiving written notice, the party delivering the infringing information will then defend the recipient party against such claim and shall control the defense and all related settlement negotiations, and shall indemnify and hold harmless the other party from and against any damages including reasonable attorneys' fees, expenses and costs incurred by the recipient party and/or finally awarded against the recipient party for such infringement.

12. Indemnification. Each party (Indemnifying Party) shall defend, indemnify and hold harmless the other party, its parents, subsidiaries and affiliates, and its and their respective directors, officers, members, shareholders, partners, employees, agents, successors and assigns (Indemnified Parties) from any claims, demands, lawsuits, damages, liabilities, costs and expenses (including reasonable fees and disbursements of counsel) and judgments and settlements of every kind (Claims) that may be made by anyone, resulting in whole or in part from the negligent acts or omissions or willful misconduct of the Indemnifying Party. Upon receiving written notice from the Indemnified Party, the Indemnifying Party will then defend the Indemnified Party against such claim and the Indemnified Party at its option shall have the right to select counsel and control the defense and all related settlement negotiations, and then the Indemnifying Party shall indemnify the Indemnified Party from and against any damages finally awarded or agreed to be paid for such claim.

13. Term and Termination. The term of this Agreement will commence on the effective date and shall remain in effect until terminated in accordance with this Agreement. Either party may terminate this Agreement by giving the other party at least sixty (60) days written notice of its intent to terminate. Client shall be responsible to Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement. Upon termination of the Agreement, contingent upon Client's full payment for services and incurred expenses, Gallagher will deliver to Client any and all of its information, forms and documentation.

14. General Provisions.

Successors, Subcontracting, and Assignments. Gallagher binds itself, its partners, successors, assigns and legal representatives to Client for all covenants, agreements and obligations herein.

Gallagher shall not assign, transfer or pledge this Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client, however, Gallagher may assign this Agreement to an entity under common control or ownership without consent. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form prepared by Client and signed by Gallagher, the assignee and Client. Permission to assign, however, shall under no circumstances relieve Gallagher of its liabilities and obligations under the Agreement.

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Gallagher shall not subcontract this Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of Client. Permission to subcontract, however, shall under no circumstances relieve Gallagher of its liabilities and obligations under the Agreement. Further, Gallagher shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between Gallagher and each subcontractor shall require that the subcontractor's services be performed in accordance with this Agreement. For clarification and not limitation of the provisions herein, none of the following constitutes assent by Client to a contract between Gallagher and a subcontractor, or a waiver or release by Client of Gallagher's full compliance with the requirements of this Section: Client's statements or actions or omissions regarding such contracts.

As required by Minnesota Statutes section 471.425, subd. 4a, Gallagher shall pay any subcontractor within ten (10) days of Gallagher's receipt of payment from Client for undisputed services provided by the subcontractor, and Gallagher shall comply with all other provisions of that statute.

14.1. Travel Expenses. Expenses are to be kept to a minimum and are billed at actual cost for (but not limited to) the following: consultant travel, lodging, meals, local transportation, and airport/meeting parking expenses. Hotel expenses will typically be based on preferred rates obtained by Client or Gallagher; however Gallagher may select a non-preferred major chain (Marriott; Hyatt; etc.) if personal safety factors or geography/meeting requirements dictate. Charges for airfare will be based on the most economical means of travel wherever possible, however, due to scheduling difficulties, aircraft capacity, and/or fare availability charges may, on occasion, include higher cost refundable fares, full coach, or non-refundable business/first class.

14.2. Force Majeure. Except for Client's payment obligations under this Agreement, neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

14.3. No Legal Advice Intended. The advice given by Gallagher is not intended to be nor shall should it be construed as legal advice. Client is recommended, at its own cost, to have its own independent legal counsel review all documentation provided by Gallagher. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

14.4. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14.5. Notices. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, delivered by overnight delivery or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by overnight delivery or hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address show on the signature page of Agreement. Either party may change its mailing address by notice as provided by this section.

14.6. Governing Law. The parties agree that this Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Minnesota.

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14.7. Waiver. No waiver by either party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by either party of any right under this Agreement shall be construed as a waiver of any other right. Neither Party shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

14.8. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. The terms of this Agreement will govern all Project Assignments and services undertaken by Gallagher for Client. In the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the matters set forth therein.

14.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile, with such delivery having the same effect as delivery of an original counterpart.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

Client: ______________________

Signature: ______________________

Name: ______________________

Title: ______________________

Address: ______________________

____

Gallagher Benefit Services, Inc.

Signature: Michael Verdoorn ________

Name: Mike Verdoorn

Title: Managing Principal

Address: 901 Marquette Avenue S., Suite 1900

Minneapolis, MN 55402

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Project Plan

Based on Gallagher's understanding of Client's needs, it has prepared a detailed summary of the phases of work believed to address the stated issues.

PHASE 1: PROJECT INITIATION

Meeting via telephone to initiate project and discuss timelines and key deliverables. ***Should Client request this be an onsite meeting, there will be additional expenses.***

Organization & salary material collected.

Project timetable confirmed.

Employee and Bargaining unit representatives orientation sessions conducted virtually.

PHASE 2: CLASSIFICATION & JOB EVALUATION STUDIES

Review of and analysis of job descriptions/documentation for all employees covered by the study.

Conducting interviews by telephone with Human Resources or functional leadership on jobs covered by the study in order to gather additional details of the type and nature of work being performed, as necessary.

Training for HR and management personnel in the use of the Decision Band® Method job evaluation system, if chosen as the Job Evaluation Methodology.

Review exempt and non-exempt classifications to ensure proper classification for all employees.

PHASE 3: COMPENSATION STUDY

CUSTOM SURVEY

Labor market confirmed and survey participants identified to gather data from local, state and regional sources.

Benchmark jobs identified and summarized.

Identification of hard to recruit positions and assessment of the relevance of compensation for recruiting.

Benefit and pay practice questions determined for inclusion in the custom survey.

Custom survey developed and conducted.

INTEGRATE PUBLISHED SURVEY SOURCES

PHASE 3: COMPENSATION STUDY

Identify appropriate published survey sources.

Collect market data from published survey sources using data cuts from public, private, local, state and regional sources.

The following activities will be performed on integrated published survey source data and custom survey data

Comprehensive internal salary relationship analysis of data to ensure the structure is internally equitable and externally competitive.

Competitive analysis performed.

Diagnostic review of current salary structures conducted to identify opportunities for simplification, reduction in pay compression.

Recommended pay structure developed or existing structures updated (includes 1 revision if requested).

Internal review conducted and consolidated feedback provided by the Client. The Client approves the updates to the pay plan(s) and other recommendations and implementation options.

Provide the Client with up to three (3) transition options, recommendations and next steps/ongoing maintenance.

PHASE 4: DRAFT REPORT, FINAL REPORT, IMPLEMENTATION, & PROJECT FINALIZATION

Provision of bi-weekly progress reports for Client project staff.

Conduct of meetings with the leadership team at critical intervals to discuss deliverables.

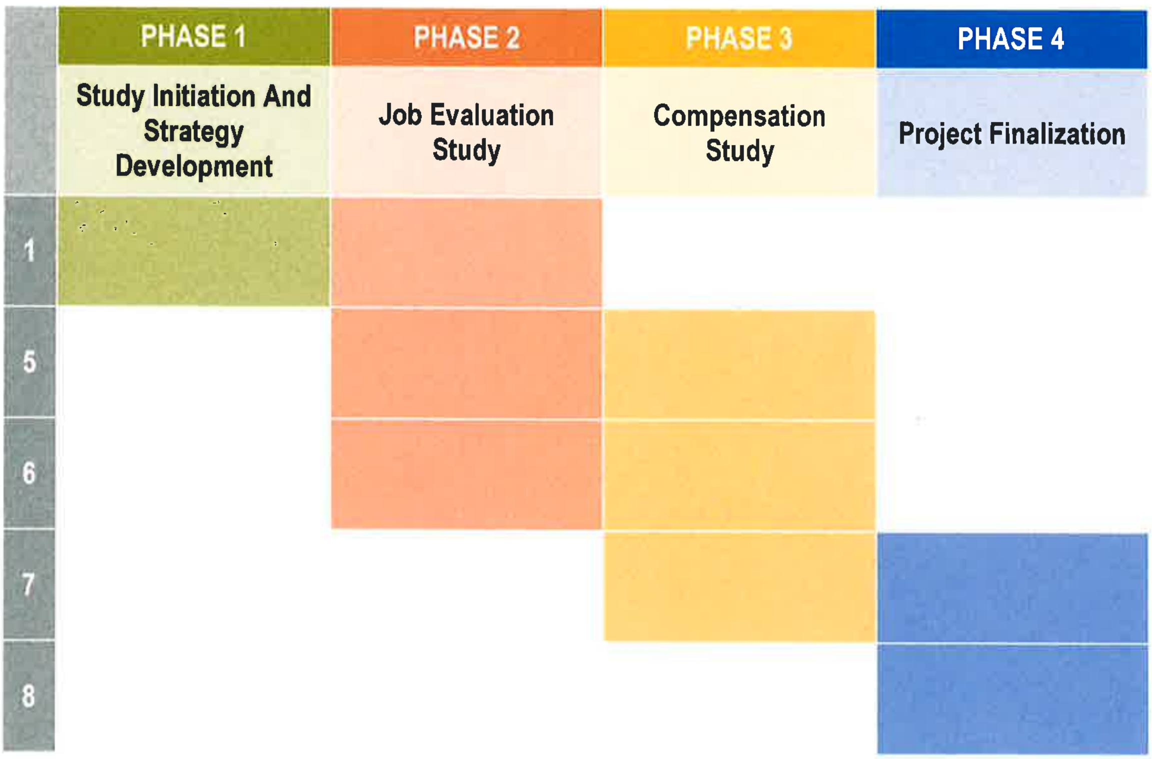
Draft and final reports and presentations developed; Client feedback incorporated, as appropriate.

Project closure and training of applicable Client staff regarding on-going maintenance of the approved systems resulting from this study. Copies of plan maintenance materials will be provided to Client.

Training provided to Client's human resources staff on the selected job evaluation methodology.

Schedule/Estimated Timing

The following is an estimate to complete each phase by month. Gallagher will discuss the details of each phase during Phase I and identify specific deadlines for the project at that time. Gallagher will conduct frequent conference calls with the Client to ensure that the schedule is monitored throughout the project.



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COST PROPOSAL

Gallagher's fees to conduct the classification and compensation study outlined above (including out-of-pocket expenses) will not exceed $52,000. The table below outlines the price per phase.

Phase	Fees
PHASE 1: Study Initiation And Strategy Development - Includes initial project setup and ongoing project management - Virtual orientation sessions with employees and bargaining unit representations	**$7,500**
PHASE 2: Job Evaluation Study - Evaluation of 108 current job descriptions	**$10,000**
PHASE 3: Compensation Study - Collection of market data in custom survey and published survey sources - Development of recommended salary structure and implementation options	**$27,000**
PHASE 4: Project Finalization - Includes draft and final report and presentation to employees, management, bargaining representatives, and County Board	**$7,500**
TOTAL COST (inclusive of all Tasks) will not exceed: $52,000	

- On-site meetings are available at an additional cost

Gallagher study costs are directly derived from estimating the number of hours needed to perform the work and the level of the consultant charged with performing the work. Gallagher typically bills on a monthly basis up to the maximum of each deliverable. Please note, as phases may sometimes run concurrently, a phase may not be completed at the time it is billed. All expenses are included in this quote.

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
Nicollet County Health and Human Services (North Mankato) Interior Remodel Bid Approval

Primary Originating Division/Dept.: Administration

Contact: Mandy Landkamer Title: County Administrator

Amount of Time Requested: 5 minutes

Presenter: Mandy Landkamer Title: County Administrator

Meeting Date: 02/08/2022

Item Type: (Select One) Regular Agenda

Attachments: ○ Yes ⊙ No

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

BACKGROUND/JUSTIFICATION:

Bids for the Nicollet County Health and Human Services (North Mankato) interior remodel were opened on January 20, 2022. The low bids, as presented in the bid tab will need to be considered for the project, as per Minn. Stat. 471.345, Uniform Municipal Contracting Law.

The bid tab will be provided at the meeting for consideration.

Supporting Documents: ○ Attached ○ In Signature Folder ⊙ None

Prior Board Action Taken on this Agenda Item: ○ Yes ⊙ No

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

Approved by County Attorney's Office: ○ Yes ○ No ⊙ N/A

ACTION REQUESTED:

Approve the low bids, as presented for the Nicollet County HHS (North Mankato) building interior remodel project and authorize the County Administrator to sign contracts with the approved bidders.

FISCAL IMPACT: (Select One) Included in current budget

If "Other", specify:

FUNDING
County Dollars = $1,765,803.97

Other (Select One)

Total: $1,765,803.97

FTE IMPACT: (Select One) No FTE change

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

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

The Nicollet County Drainage Authority met in regular session on Tuesday, January 25, 2022, at 10:04 a.m. with Chair Dranttel presiding. Commissioners John Luepke, Jack Kolars, and Terry Morrow were also present. Also present were County Administrator Mandy Landkamer, Property & Public Services Director Jaci Kopet and County Attorney Michelle Zehnder Fischer.

Consent Agenda

Motion by Commissioner Kolars and seconded by Commissioner Morrow to approve the consent agenda items as follows: approval of the January 4, 2022 Drainage Authority minutes. Motion carried with all voting in favor.

Adjourn

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

Chair Dranttel adjourned the meeting at 10:06 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER
CLERK TO THE BOARD

Nicollet County Drainage Authority Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
CD79 Public Hearing on the Final Acceptance of the Improvement Project

Primary Originating Division/Dept.: Public Services

Meeting Date: 02/08/2022

Contact: Jaci Kopet   Title: PPSP Director

Item Type: (Select One) Regular Agenda

Amount of Time Requested 30 minutes

Presenter: Chuck Brandel   Title: ISG Engineer

Attachments: ⦿ Yes ○ No

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

BACKGROUND/JUSTIFICATION:

A public hearing was set for 10:00 am for the final acceptance of the improvement project and levy hearing for CD79. Attached is the report form ISG.

The total final cost for the improvement project came to $200,784.27. This is over the final engineers estimate in the amount of $42,502.27. This amount is due to the petitioners legal fees, as they are no t included in ISG's FER. I also want to point out that ISG fees were over roughly $17,000 and the contract came in under bid at roughly $17,000.

I will be submitting Findings and Order prior to the meeting for your consideration for the final acceptance of the project.

If the Findings are approved, I will be asking for the draining authority to approve by order the levy to the landowners for the improvement project and other maintenance costs since last levy in the amount of $231,943.54 This amount represents $200,784.27 Improvement Costs, $21,159.27 general maintenance cost since 2015, and $10,000 for a repair fund for future expenses. I will be submitting Findings and Order for the levy prior to the meeting for your consideration.

Supporting Documents: ⦿ Attached ○ In Signature Folder ○ None

Prior Drainage Authority Action Taken on this Item: ○ Yes ⦿ No

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

Approved by County Attorney's Office: ○ Yes ○ No ⦿ N/A

ACTION REQUESTED:

The Drainage Authority will be asked to approve or deny the proposed Findings for the Final Acceptance Hearing

FISCAL IMPACT: (Select One) Other

If "Other", specify

FUNDING
Drainage Authority Dollars =

Grant
(Select One)

Total

FTE IMPACT: (Select One) No FTE change

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

FINAL ACCEPTANCE REPORT
Nicollet County Ditch No. 79
18670
December 2021

REPORT FOR:
Jaci Kopet
Drainage Authority
Nicollet County
501 S Minnesota Avenue
St. Peter, MN, 56082
507.934.7806
jaci.kopet@co.nicollet.mn.us

FROM:
Chuck Brandel, PE
Senior Civil Engineer
ISG
115 E Hickory Street, Suite 300
Mankato, MN 56001
507.387.6651
chuck.brandel@isginc.com

December 7, 2021

Jaci Kopet
Nicollet County Drainage Authority
501 S Minnesota Ave
St. Peter, MN 56082

Re: CD 79

Mrs. Kopet,

The repairs to Nicollet County Ditch 79 have been fully completed. The contractor Molnau Trucking LLC from Norwood, MN has completed 100% of the project including establishment of vegetation in disturbed areas.

The cost estimate for construction, including contingency, from the Final Engineering Report was $73,000.77. The original contract price based on engineer's estimated quantities was $77,885.81 however there were some cost savings during construction including the narrowing of the private driveway crossing. The total cost of completed work is $73,974.65.

The work was not complete by the November 13, 2021 Substantial Completion deadline as required in the Agreement Form, Section 00 5200 of the contract. Per Article 4.03 of the Agreement Form - Liquidated Damages of the contract, the contractor shall pay owner $400 for each day that expires after the substantial completion deadline. Final grading and seeding was completed on December 18, 2020 which was 35 days after the substantial completion date. Molnau Trucking has signed and agreed to Change Order 1 which deducts $14,000 in liquidated damages from final payment.

To date, the contractor has been paid $53,797.35, with the $14,000.00 in liquidated damages there is an unpaid balance of $6,177.30 left to pay on retainage and releasing temporary deductions for vegetation establishment. The As-built Drawings, total completed quantities, and final Pay Request No. 2 are enclosed.

We recommend payment and final acceptance of this project at this time.

Please feel free to contact us with any questions.

Sincerely,

Chuck Brandel, P.E.

Enclosure
Attachment

Cc: – Ryan Molnau Trucking LLC

APPENDIX A:
As-Built Plans

NICOLLET COUNTY
COUNTY DITCH No. 79
CONSTRUCTION PLANS

COURTLAND TWP, MN

ISG PROJECT # 15-18670

ISG

AS-BUILT 1/15/21

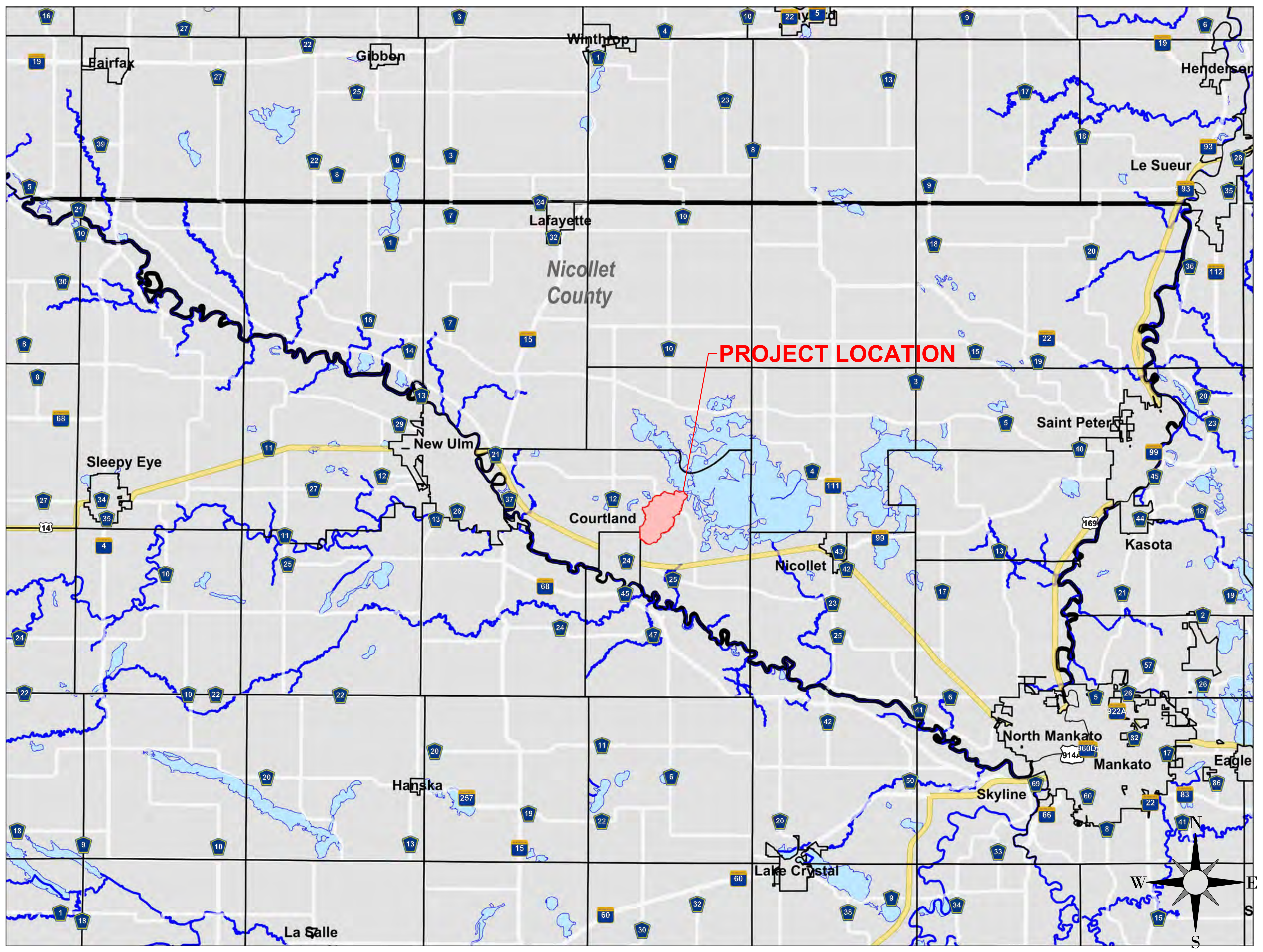
LEGEND

EXISTING

- WATERSHED BOUNDARY
- CITY LIMITS
- SECTION LINE
- QUARTER SECTION LINE
- RIGHT OF WAY LINE
- PROPERTY / LOTLINE
- EASEMENT LINE
- ACCESS CONTROL
- WATER EDGE
- WETLAND BOUNDARY
- FENCE LINE
- EXISTING OPEN DITCH
- CULVERT
- DITCH TILE
- PRIVATE TILE
- WATER
- GAS
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- UNDERGROUND TV
- OVERHEAD UTILITY
- UNDERGROUND UTILITY
- UNDERGROUND FIBER OPTIC
- CONTOUR (MAJOR)
- CONTOUR (MINOR)
- DECIDUOUS TREE
- CONIFEROUS TREE
- TREE LINE
- DROP INTAKE
- HYDRANT
- POWER POLE

PROPOSED

- EASEMENT
- PROPOSED OPEN DITCH
- OPEN DITCH REPAIR
- CULVERT (RCP)
- CULVERT (CMP)
- TILE
- TILE (PIPE WIDTH)
- WATER
- GAS
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- UNDERGROUND TV
- CONTOUR (MAJOR)
- CONTOUR (MINOR)
- DROP INTAKE
- SLOUGH REPAIR
- SPOIL PLACEMENT
- TREE CLEARING
- REMOVE TREE
- BUFFER



LOCATION MAP

SHEET INDEX

1	TITLE
2	NOTES & QUANTITIES
3	DETAILS
4	DETAILS
5	CULVERT CROSSING DETAILS
6	OVERALL WATERSHED
7	OPEN DITCH PLAN & PROFILE

NOTE:
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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

CHARLES J. BRANDEL

Charles J. Brandel

DATE 01/15/2021 LIC. NO. 43359

GIS DISCLAIMER:

INFORMATION FOR THE BOUNDARY / LOT LINES, AND UNDERGROUND UTILITIES SHOWN WAS DERIVED FROM DIGITAL DATABASES AND IS FOR INFORMATIONAL PURPOSES ONLY. DATA MAY NOT HAVE BEEN PREPARED FOR, OR BE SUITABLE FOR: LEGAL, ENGINEERING, OR SURVEYING PURPOSES.

PROJECT GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE OWNER - CONTRACTOR AGREEMENT, THE PROJECT MANUAL (WHICH INCLUDES GENERAL SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS), DRAWINGS OF ALL DISCIPLINES AND ALL ADDENDA, MODIFICATIONS AND CLARIFICATIONS ISSUED BY THE ARCHITECT/ENGINEER.
2. CONTRACT DOCUMENTS SHALL BE ISSUED TO ALL SUBCONTRACTORS BY THE GENERAL CONTRACTOR IN COMPLETE SETS IN ORDER TO ACHIEVE THE FULL EXTENT AND COMPLETE COORDINATION OF ALL WORK.
3. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
4. FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
5. DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILES AND TYPE OF DETAILING REQUIRED THROUGHOUT THE WORK. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO DETAILS SHOWN. WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE DETERMINED, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
6. ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED AND CONDITIONED ACCORDING TO MANUFACTURERS' INSTRUCTIONS. IN CASE OF DISCREPANCIES BETWEEN MANUFACTURERS' INSTRUCTIONS AND THE CONTRACT DOCUMENTS, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
7. ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO AVOID GALVANIC CORROSION.
8. THE LOCATION AND TYPE OF ALL INPLACE UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY AND ARE ACCURATE AND COMPLETE TO THE BEST OF THE KNOWLEDGE OF I & S GROUP, INC. (ISG). NO WARRANTY OR GUARANTEE IS IMPLIED. THE CONTRACTOR SHALL VERIFY THE SIZES, LOCATIONS AND ELEVATIONS OF ALL INPLACE UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
9. THE CONTRACTOR IS TO CONTACT "GOPHER STATE ONE CALL" FOR UTILITY LOCATIONS, MINIMUM 2 BUSINESS DAYS PRIOR TO ANY EXCAVATION / CONSTRUCTION (1-800-252-1166).

PROJECT

NICOLLET COUNTY

COUNTY DITCH No. 79

COURTLAND TWP MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY
07/31/2020	PLAN UPDATE #1	SMW

PROJECT NO.	15-18670
CAD FILE NAME	18670 TITLE AB
DRAWN BY	SMW
DESIGNED BY	JRR
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	03/18/2020
CLIENT PROJECT NO.	-

PROJECT INDEX:

OWNER:

NICOLLET COUNTY
DRAINAGE ATHORITY
501 S. MINNESOTA AVE
ST. PETER, MN 56082
PH: 507-934-7800

PROJECT ADDRESS / LOCATION:

SECTIONS 4, 27, 28, 33, 34
COURTLAND EAST TWP
NICOLLET COUNTY, MINNESOTA

MANAGING OFFICE:

ISG

MANKATO OFFICE
115 E HICKORY STREET
SUITE 300
MANKATO, MN 56001
PHONE: 507.387.6651
FAX: 507.387.3583

PROJECT MANAGER: CHUCK BRANDEL
EMAIL: CHUCK.BRANDEL@ISGINC.COM

SPECIFICATIONS REFERENCE

ALL CONSTRUCTION SHALL COMPLY WITH NICOLLET COUNTY REQUIREMENTS AND MnDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2016 EDITION, AND THE STANDARD SPECIFICATIONS FOR SANITARY SEWER, STORM DRAIN AND WATERMAIN AS PROPOSED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA 2013, UNLESS DIRECTED OTHERWISE.

PROJECT DATUM

HORIZONTAL COORDINATES HAVE BEEN REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT (NAD83(2011)) ON THE NICOLLET COUNTY COORDINATE SYSTEM, IN U.S. SURVEY FEET.
ELEVATIONS HAVE BEEN REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
RTK GPS METHODS WERE USED TO ESTABLISH HORIZONTAL AND VERTICAL COORDINATES FOR THIS PROJECT.

B.M. ELEVATION=1005.53

3.5 MILES NORTHWEST OF COURTLAND
83 FEET NORTHEAST OF COUNTY ROAD 21
3.0 FEET NORTHEAST OF WITNESS POST

TOPOGRAPHIC SURVEY

THIS PROJECT'S TOPOGRAPHIC SURVEY CONSISTS OF DATA COLLECTED ON JANUARY 2015 & FEBRUARY / APRIL 2017 BY ISG.

TITLE

TITLE

SHEET

GENERAL OPEN DITCH NOTES:

1. DURING CONSTRUCTION, CONTRACTOR SHALL MAINTAIN A DRAINAGE OUTLET FOR THE ENTIRE NICOLLET COUNTY DITCH No. 79 PROJECT AREA.
2. ALL PIPE DIMENSIONS REFERENCED IN THE PLANS REFER TO THE INSIDE DIAMETER.
3. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL LIMIT CONSTRUCTION ACTIVITY TO WITHIN A 33-FOOT WIDE AREA ALONG TOP OF DITCH ALIGNMENTS. DISTURBANCE THROUGH ROAD CROSSINGS, ROAD DITCHES, AND GRASS BUFFERS SHALL BE LIMITED TO THE TRENCH WIDTH NECESSARY FOR SAFE CONSTRUCTION PRACTICES.
4. A 16.5-FOOT GRASS STRIP SHALL BE ESTABLISHED IN AREAS THAT DO NOT HAVE AN EXISTING 16.5-FOOT GRASS STRIP. SEEDING SHALL OCCUR AFTER ALL WORK HAS BEEN COMPLETED IN THE AREA AND SHALL COMPLY WITH THE CONTRACT DOCUMENTS. THESE AREAS WILL BE DETERMINED BY THE ENGINEER.
5. DITCH CLEANING SHALL BE PERFORMED ON THE SIDE OF THE DITCH THAT IS THE LOWEST FOR THE GREATEST DISTANCE ALONG THE OPEN DITCH SEGMENT. DITCH CLEANING SPOILS SHALL BE PLACED WITHIN 16.5-FOOT WIDE GRASS STRIP FROM THE TOP OF DITCH SLOPE UNLESS OTHERWISE DETERMINED BY THE ENGINEER.
6. TOPSOIL IN SPOIL AREAS AS SPECIFIED ON PLANS SHALL BE STRIPPED PRIOR TO SPOIL PLACEMENT.
7. SHAPING AROUND SIDE INLETS, WASCOBs, AND CULVERT INLETS SHALL BE INCIDENTAL TO THEIR RESPECTIVE PAY ITEMS.
8. ALL SPOIL LEVELING, GRADING, AND RESTORATION OF DISTURBED AREAS SHALL BE IN ACCORDANCE TO THE CONTRACT DOCUMENTS AND SHALL BE INCIDENTAL TO THE WORK PERFORMED.
9. ALL EXISTING TILE OUTLETS INTO THE OPEN DITCH, INCLUDING ANY NOT SHOWN ON THE PLANS, SHALL BE REPAIRED. UNLESS SPECIFICALLY NOTED, HDPE OR PVC SHALL BE ACCEPTABLE MATERIAL FOR ALL TILE REPAIRS (SEE DETAILS).
10. EXISTING TILE OUTLETS MAY BE SALVAGED, REUSED, AND PROTECTED WITH RIPRAP IF THE OUTLET IS DETERMINED TO BE IN GOOD CONDITION BY THE ENGINEER. TILE REPAIR AT THESE LOCATIONS SHALL BE PAID FOR AS PAY ITEM "ARMOR TILE OUTLET" (SEE DETAILS).
9. ALL ROAD CROSSING REPAIRS SHALL BE CONSTRUCTED WITH CLASS III RCP ONLY, UNLESS OTHERWISE SPECIFIED ON PLANS OR APPROVED BY THE ENGINEER. TIE ALL PIPE SECTIONS UNDER ROAD CROSSINGS (INCIDENTAL).
10. CONTRACTOR MUST NOTIFY ENGINEER OF ANY CULVERT SECTIONS DEEMED NOT SALVAGEABLE PRIOR TO REMOVAL AND SHALL BE ADDRESSED BEFORE CULVERT WORK IS DONE.
11. MISCELLANEOUS TREE CLEARING SHALL BE INCIDENTAL TO DITCH CLEANING PAY ITEM(S).
12. TREE CLEARING AND HEAVY VEGETATION REMOVAL IS REQUIRED ON DITCH SIDE SLOPES AND WITHIN THE 1-ROD BUFFER AND WILL BE PAID FOR AS PER LINEAR FOOT. APPROXIMATE LOCATIONS ARE INCLUDED ON THE MAP FOR REFERENCE. TREES SHALL BE CLEARED AND GRUBBED AND SPRAY THE AREA AROUND TREE AFTER COMPLETE.
13. CONTRACTOR SHALL NOT PLACE AND/ OR EXCAVATE ANY MATERIAL FROM THE WETLAND AREA. ALL CONSTRUCTION ACTIVITY MUST STAY OUTSIDE OF THE WETLAND BOUNDARY FOR THE CONSTRUCTION OF THE NEW DITCH ALIGNMENT.
14. ACCESS FOR THE PROJECT IS ONLY AUTHORIZED ALONG THE OPEN DITCH ALIGNMENT. ACCESS FROM PRIVATE ROADS ONLY WITH LANDOWNER CONSENT.
15. CONTRACTOR SHALL FOLLOW THE REQUIREMENTS OF THE MNDNR PERMIT AS PROVIDED IN TEH SPECIFICATIONS

FINAL PROJECT QUANTITIES

Item Code	Item	Unit	Estimated Quantity
2021.501	MOBILIZATION	LS	1
2104.501	REMOVE CMP CULVERT	EA	3
2105.602	AGGREGATE BASE (CV) (P), CLASS V	CY	30
2105.602	OPEN CUT & RESTORE GRAVEL ROAD OR DRIVEWAY	EA	1
2105.602	OPEN CUT & RESTORE FIELD CROSSING	EA	1
2105.603	DITCH CLEANING (12' WIDE DITCH BOTTOM)	LF	755
2106.501	CONSTRUCT DITCH (P) (EV)	CY	655
2106.501	TOP SOIL STRIP & PLACE SPOILS	AC	0.5
2501.511	60-INCH CLASS III RCP PIPE	LF	20
2501.511	54-INCH CLASS III RCP PIPE	LF	48
2501.515	60-INCH RCP APRON	EA	2
2501.515	54-INCH RCP APRON	EA	2
2511.501	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY	100
2573.502	INSTALL FLOATING SILT CURTAIN	LF	40
2575.523	MnDOT CATEGORY 3 EROSION CONTROL BLANKET	SY	257.86
2575.501	16.5' BUFFER STRIP SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 3 MULCH)	AC	1.99
2575.501	STANDARD SIDESLOPE SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 8 MULCH)	AC	0.32
2575.541	BUFFER STRIP MOWING	AC	0
2575.545	WEED SPRAYING	AC	0

ISG

AS-BUILT 01/15/21

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CHARLES J. BRANDEL

DATE 01/15/2021 LIC. NO. 43359

PROJECT

NICOLLET COUNTY

COUNTY DITCH No. 79

COURTLAND TWP MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY
07/31/2020	PLAN UPDATE #1	SMW

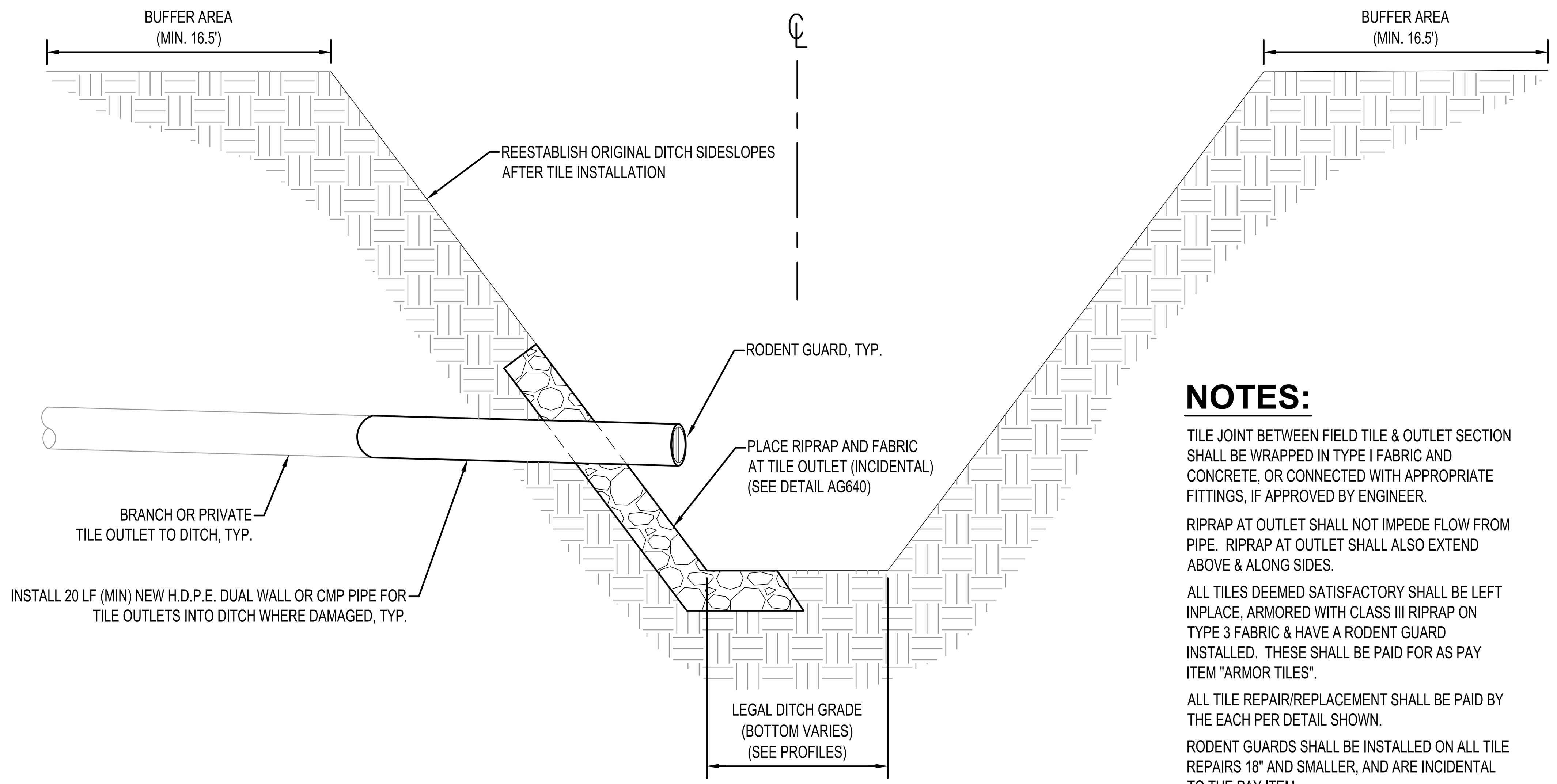
PROJECT NO.	15-18670
CAD FILE NAME	18670 DETAILS AB
DRAWN BY	SMW
DESIGNED BY	JRR
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	03/18/2020
CLIENT PROJECT NO.	-

TITLE

NOTES & QUANTITIES

SHEET

NOTE: ALL TILE OUTLETS AND FIELD INTAKES SHALL BE REPAIRED OR PROTECTED



NOTES:

TILE JOINT BETWEEN FIELD TILE & OUTLET SECTION SHALL BE WRAPPED IN TYPE I FABRIC AND CONCRETE, OR CONNECTED WITH APPROPRIATE FITTINGS, IF APPROVED BY ENGINEER.

RIPRAP AT OUTLET SHALL NOT IMPEDE FLOW FROM PIPE. RIPRAP AT OUTLET SHALL ALSO EXTEND ABOVE & ALONG SIDES.

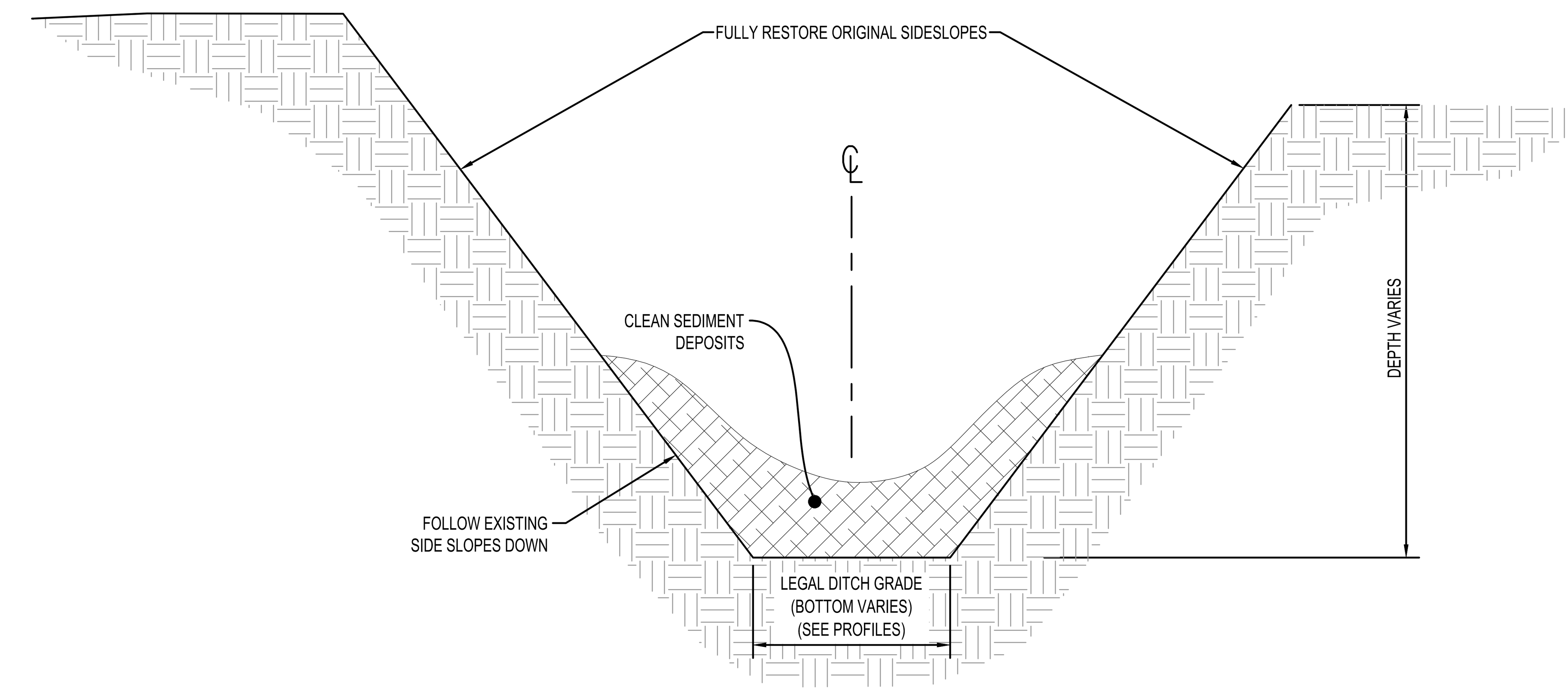
ALL TILES DEEMED SATISFACTORY SHALL BE LEFT INPLACE, ARMORED WITH CLASS III RIPRAP ON TYPE 3 FABRIC & HAVE A RODENT GUARD INSTALLED. THESE SHALL BE PAID FOR AS PAY ITEM "ARMOR TILES".

ALL TILE REPAIR/REPLACEMENT SHALL BE PAID BY THE EACH PER DETAIL SHOWN.

RODENT GUARDS SHALL BE INSTALLED ON ALL TILE REPAIRS 18" AND SMALLER, AND ARE INCIDENTAL TO THE PAY ITEM.

ALL FITTINGS TO CONNECT EXISTING TILE SHALL BE INCIDENTAL TO TILE OUTLET REPAIR.

TYPICAL TILE OUTLET REPAIR
NTS AG450

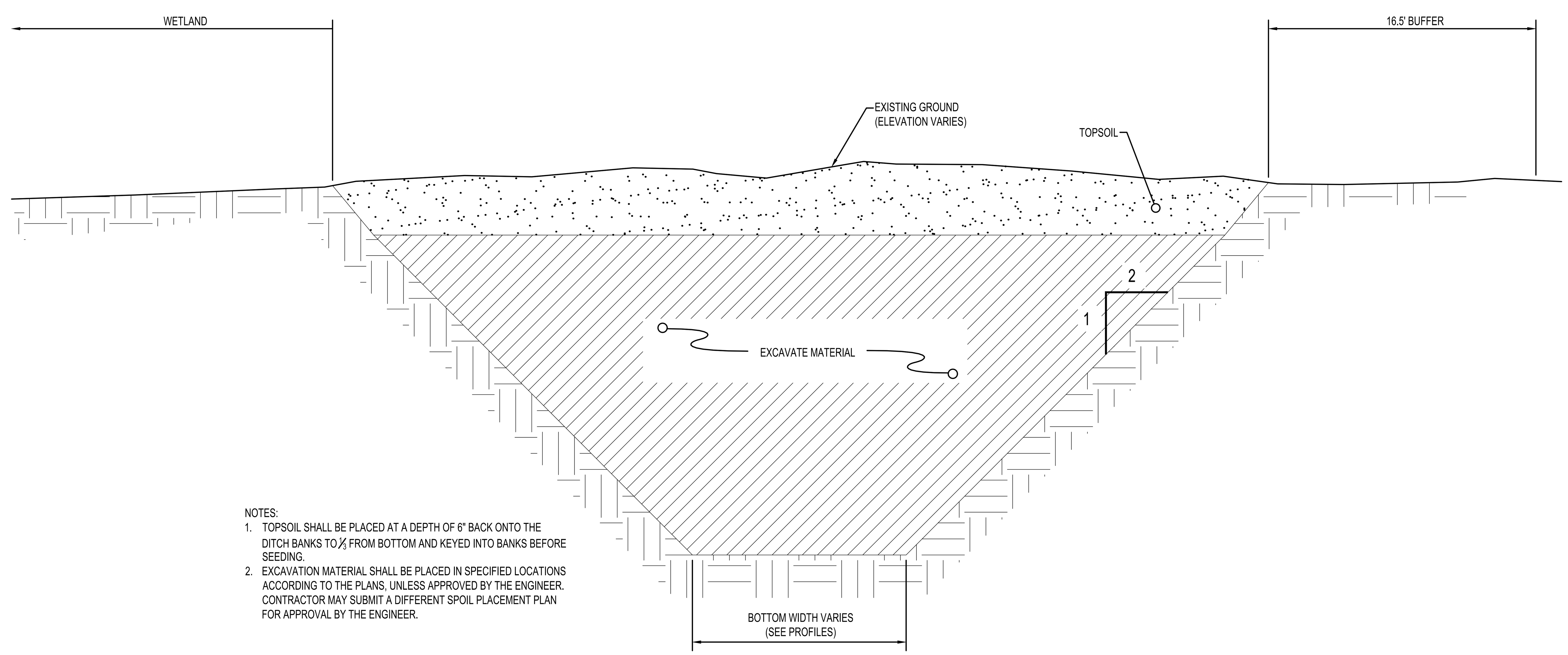


NOTES:

BOTTOM ⅓ NEED NOT BE RESEEDED.

ONLY CLEAN TO LEGAL DITCH BOTTOM. ENTIRE DITCH BOTTOM NEED NOT BE CLEANED UNLESS SPECIFIED.

TYPICAL DITCH CLEANING
NTS AG420



NOTES:
1. TOPSOIL SHALL BE PLACED AT A DEPTH OF 6" BACK ONTO THE DITCH BANKS TO ⅓ FROM BOTTOM AND KEYED INTO BANKS BEFORE SEEDING.
2. EXCAVATION MATERIAL SHALL BE PLACED IN SPECIFIED LOCATIONS ACCORDING TO THE PLANS, UNLESS APPROVED BY THE ENGINEER. CONTRACTOR MAY SUBMIT A DIFFERENT SPOIL PLACEMENT PLAN FOR APPROVAL BY THE ENGINEER.

TYPICAL OPEN DITCH CONSTRUCTION
NTS AG450

ISG

AS-BUILT 01/15/21

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CHARLES J. BRANDEL

Charles J. Brandel

DATE 01/15/2021 LIC. NO. 43359

PROJECT

NICOLLET COUNTY

COUNTY DITCH No. 79

COURTLAND TWP MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY

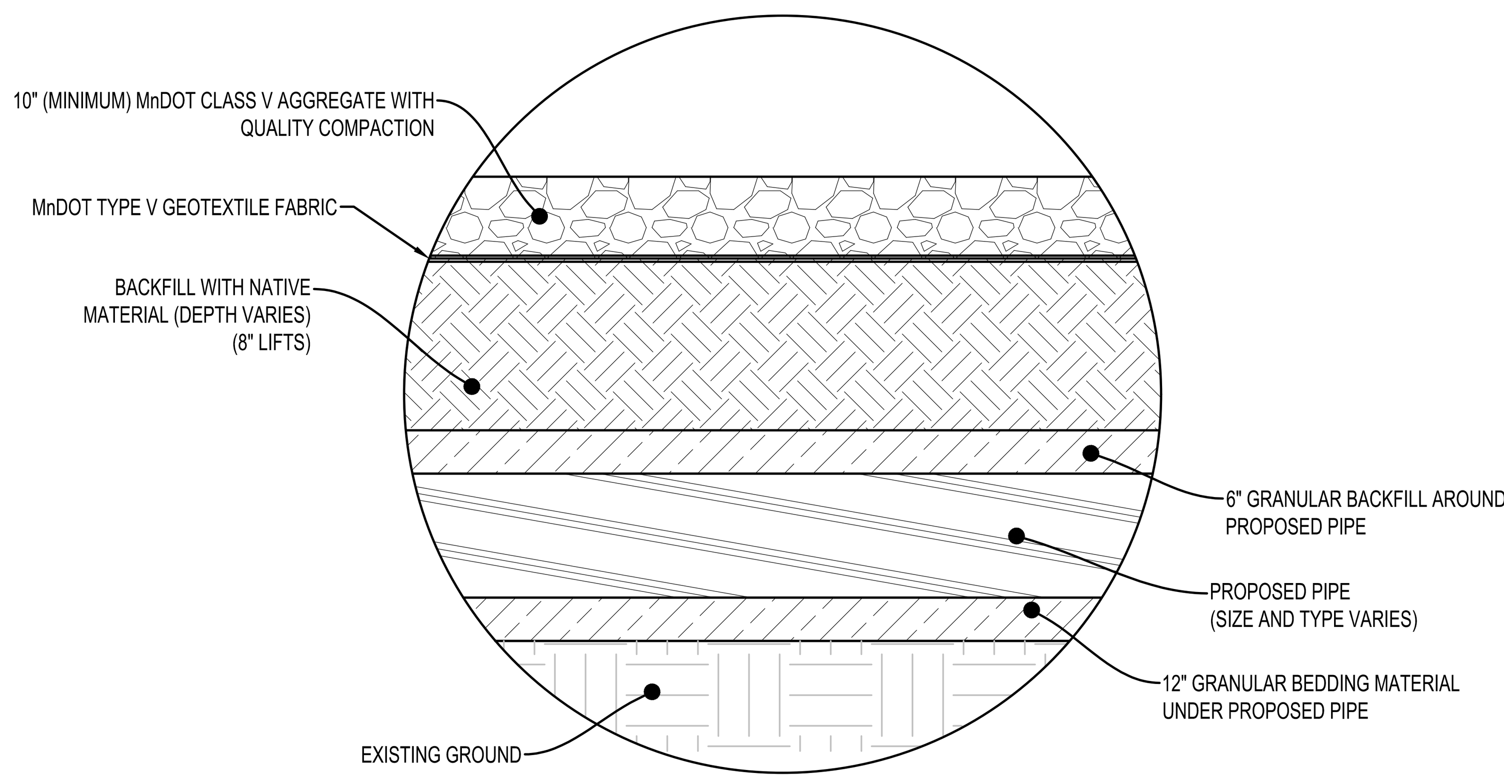
PROJECT NO.	15-18670
CAD FILE NAME	18670 DETAILS AB
DRAWN BY	SMW
DESIGNED BY	JRR
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	03/18/2020
CLIENT PROJECT NO.	-

TITLE

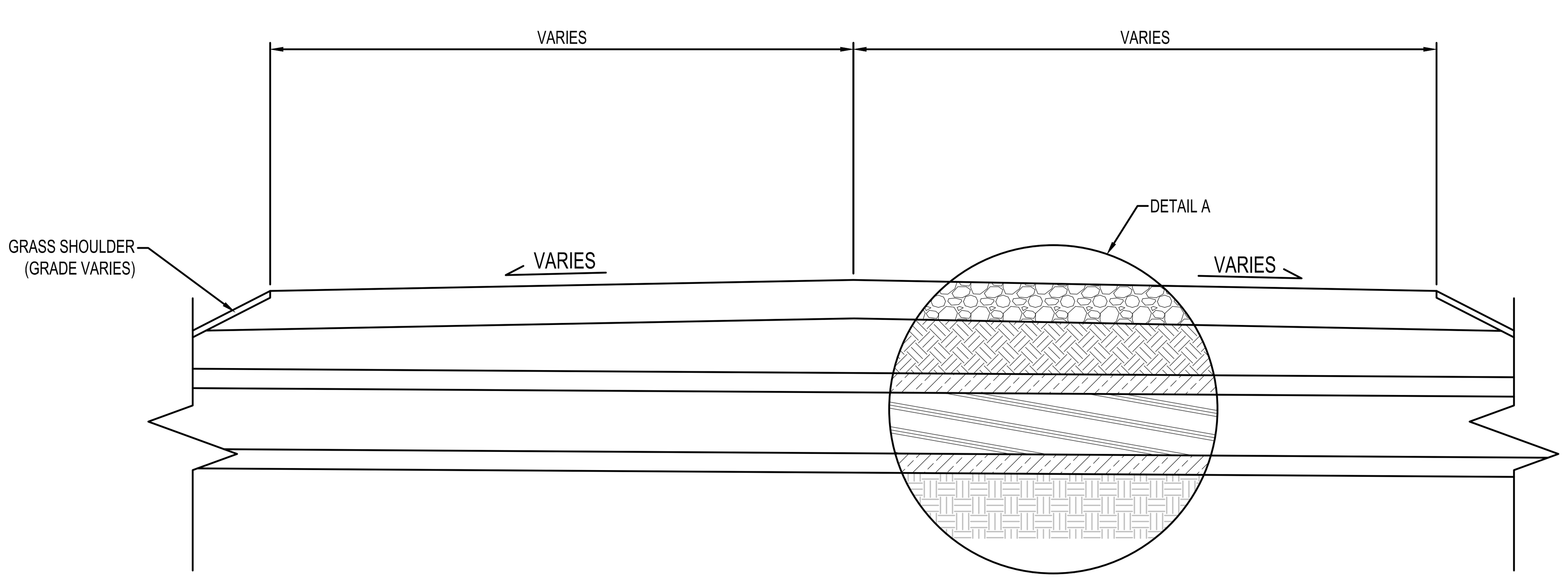
DETAILS

SHEET

3 OF 7



DETAIL A



SECTION

NOTES:

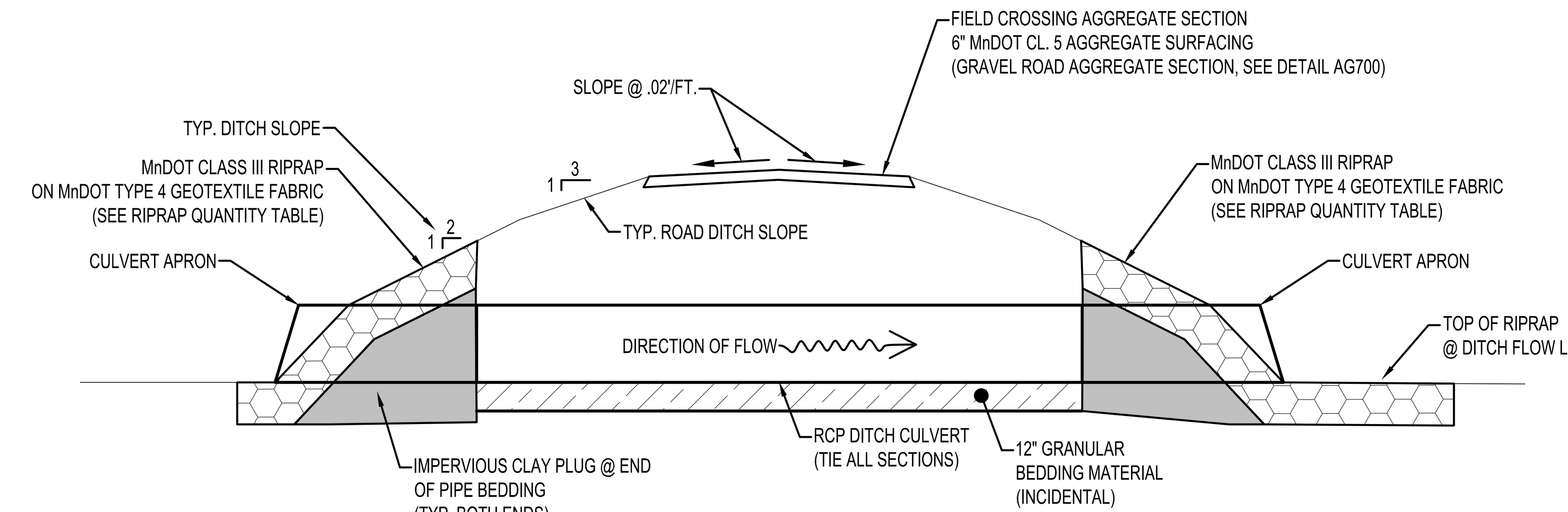
SALVAGE & REPLACE EXISTING CROSSING SURFACE MATERIAL. ADDITIONAL CLASS V AGGREGATE MAY BE NEEDED TO MEET MINIMUM 10" DEPTH.

SEED DISTURBED GRASS SHOULDER WITH MnDOT 25-142 WITH MnDOT CATEGORY 3 EROSION CONTROL BLANKET.

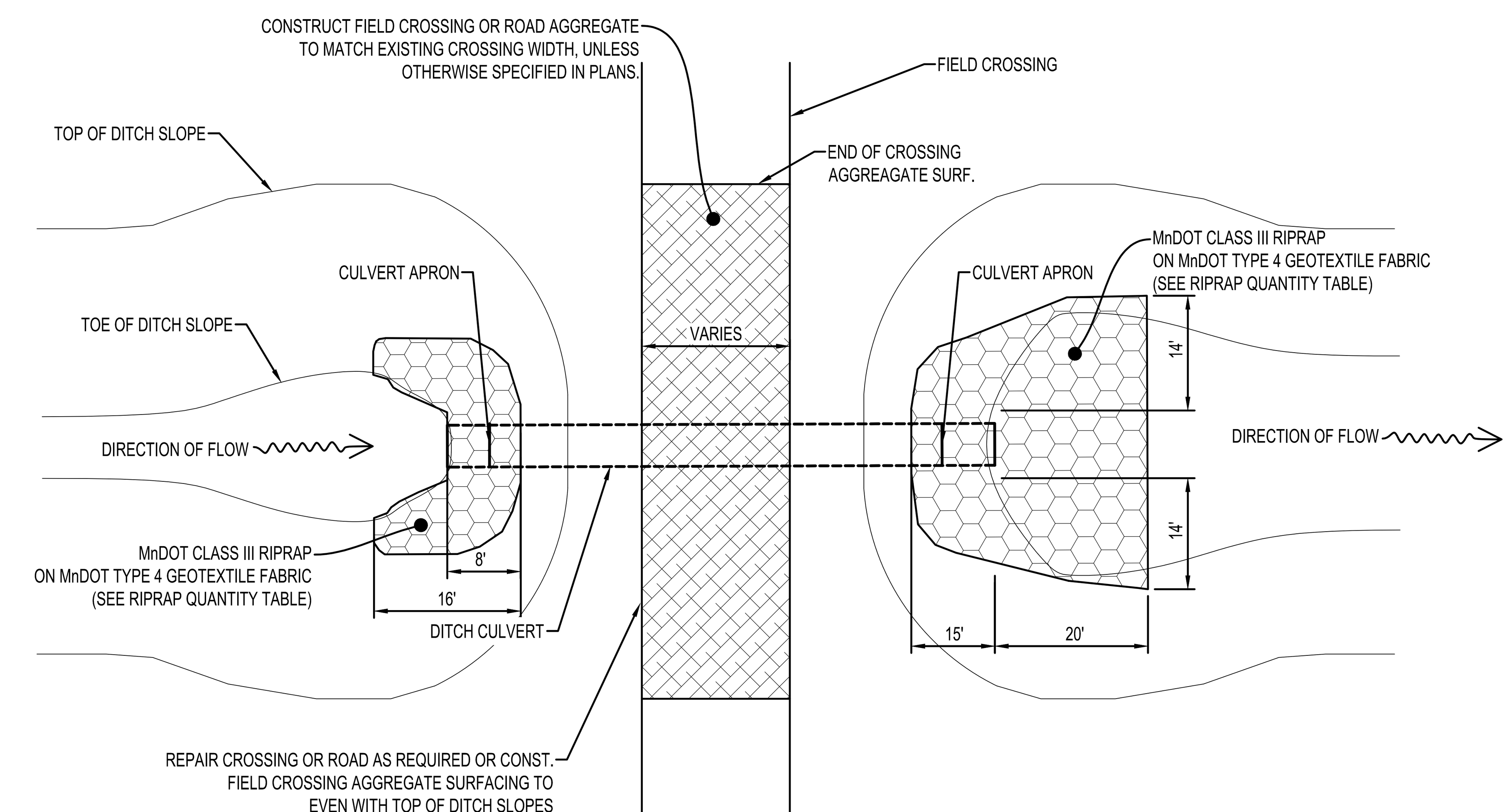
CONTRACTOR IS RESPONSIBLE TO MAINTAIN THE DISTURBED ROADS UNTIL THE PROJECT IS COMPLETED OR ROAD AUTHORITY HAS RESUMED CONTROL; WHICHEVER IS SOONER.

TYPICAL ROADWAY SECTION

NTS AG700



SECTION
NTS



PLAN
NTS

RIPRAP QUANTITY	
EQUIVALENT SIZE	UPSTREAM - DOWNSTREAM
<48"	10 CY - 20 CY

NOTES:

OPEN DITCH CULVERTS MUST BE WATERTIGHT, GASKETED, AND TONGUE AND GROOVE DESIGN CONFORMING TO MnDOT 3006F.

SEE TYPICAL ROAD SECTION DETAIL AG700.

TIE ALL RCP PIPE SECTIONS (INCIDENTAL TO CROSSING).

RIPRAP QUANTITIES ESTIMATED (AS SHOWN IN TABLE). ADDITIONAL QUANTITY MAY BE REQUIRED BY ENGINEER AND/OR SHOWN ON PLANS. ALL RIPRAP QUANTITIES SHALL BE PAID BY CY INSTALLED.

ADDITIONAL RIPRAP NEEDED FOR CULVERTS LARGER THAN 48". REFER TO SCHEDULE FOR DIMENSIONS.

12" GRANULAR BEDDING IS INCIDENTAL TO ALL CULVERT INSTALLATIONS

CLAY PLUG SHALL BE AS THICK AS THE CULVERT APRON IS LONG.

TOPSOIL SHALL BE PLACED ON THE DITCH SLOPES TO ENSURE PROPER VEGETATION ESTABLISHMENT

TYPICAL FIELD OR ROAD CROSSING

NTS AG710

ISG

AS-BUILT 01/15/21

NOTE:
THE CLARITY OF THESE PLANS DEPEND UPON COLOR COPIES. IF THIS TEXT DOES NOT APPEAR IN COLOR, THIS IS NOT AN ORIGINAL PLAN SET AND MAY RESULT IN MISINTERPRETATION.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

CHARLES J. BRANDEL

DATE 01/15/2021 LIC. NO. 43359

PROJECT

NICOLLET COUNTY

COUNTY DITCH No. 79

COURTLAND TWP MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY

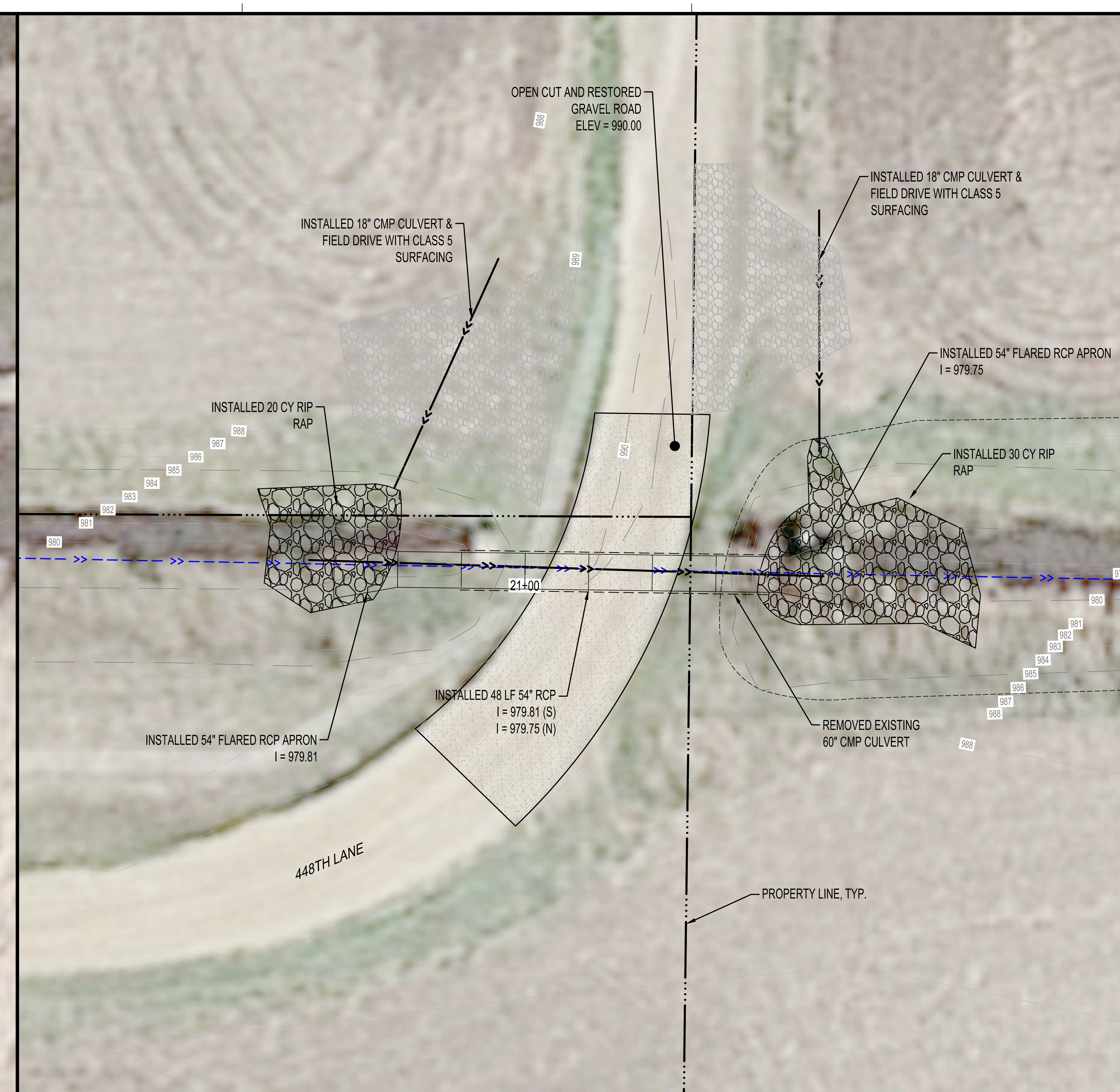
PROJECT NO.	15-18670
CAD FILE NAME	18670 DETAILS AB
DRAWN BY	SMW
DESIGNED BY	JRR
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	03/18/2020
CLIENT PROJECT NO.	-

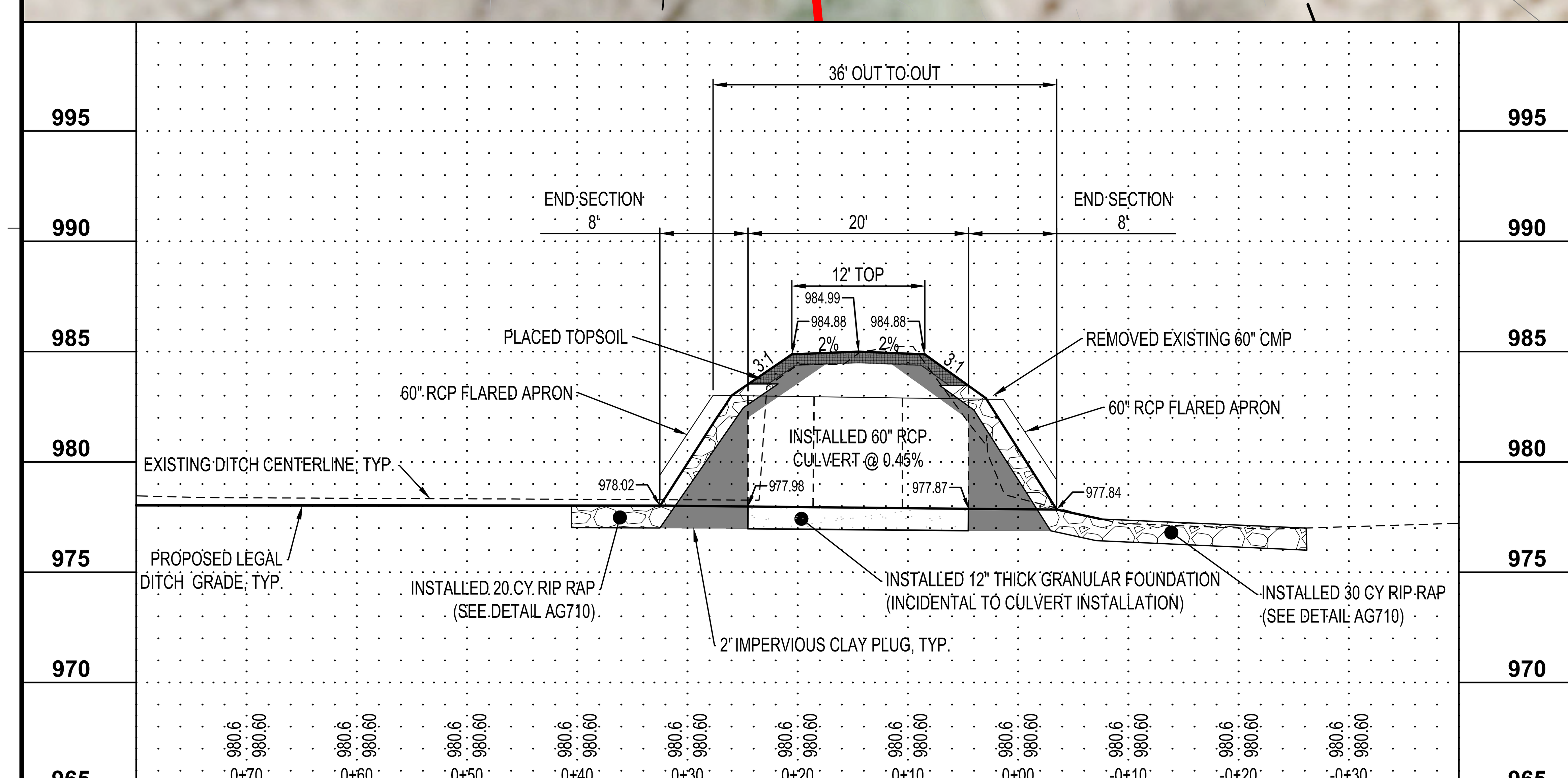
TITLE

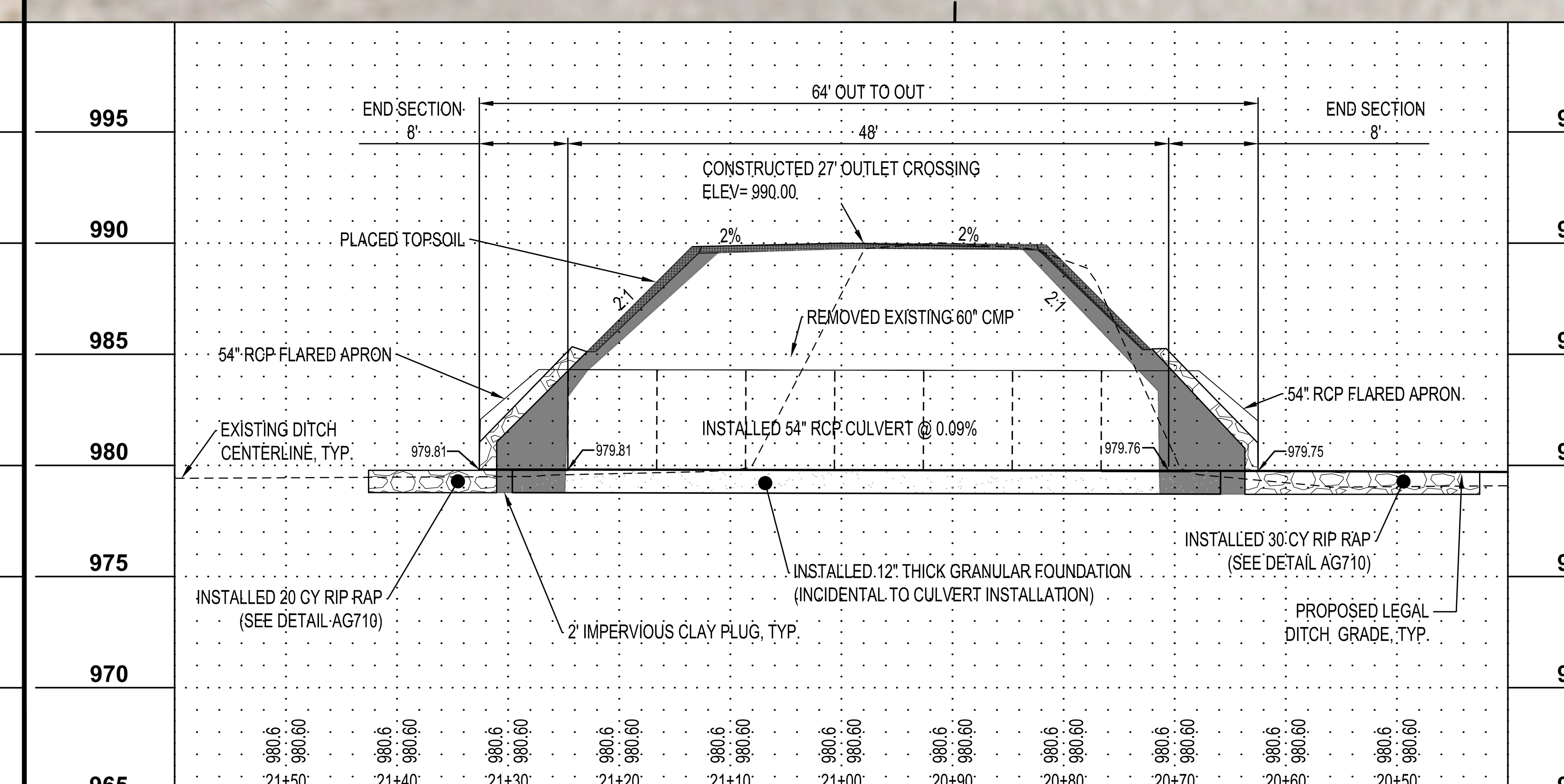
DETAILS

SHEET

4 OF 7







ISG

AS-BUILT 01/15/21

N

0 10 20
SCALE IN FEET

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CHARLES J. BRANDEL

DATE 01/15/2021 LIC. NO. 43359

PROJECT

NICOLLET COUNTY

COUNTY DITCH No. 79

COURTLAND TWP MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY
07/31/2020	PLAN UPDATE #1	SMW

PROJECT NO.	15-18670
CAD FILE NAME	18670 CULVERT DETAILS AB
DRAWN BY	SMW
DESIGNED BY	JRR
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	03/18/2020
CLIENT PROJECT NO.	-

TITLE

CULVERT CROSSING DETAILS

SHEET

5 OF 7

Culvert Replacement										
Branch	Station	Size and Material	Length (LF)	Slope (%)	Invert (Upstream)	Invert (Downstream)	Crossing Type	Seed Area (SY)	Rip Rap (CY)	Aprons
Main	0+20	60" RCP	20	0.45	978.02	977.84	Field	500	50	2 - 60" Flared RCP
Main	21+00	54" RCP	48	0.10	979.81	979.75	448th Ln.	300	50	2 - 54" Flared RCP

ISG

AS-BUILT 01/15/21

NOTE:
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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

CHARLES J. BRANDEL

Charles J. Brandel

DATE 01/15/2021 LIC. NO. 43359

PROJECT

NICOLLET COUNTY

COUNTY DITCH No. 79

COURTLAND TWP MN

REVISION SCHEDULE

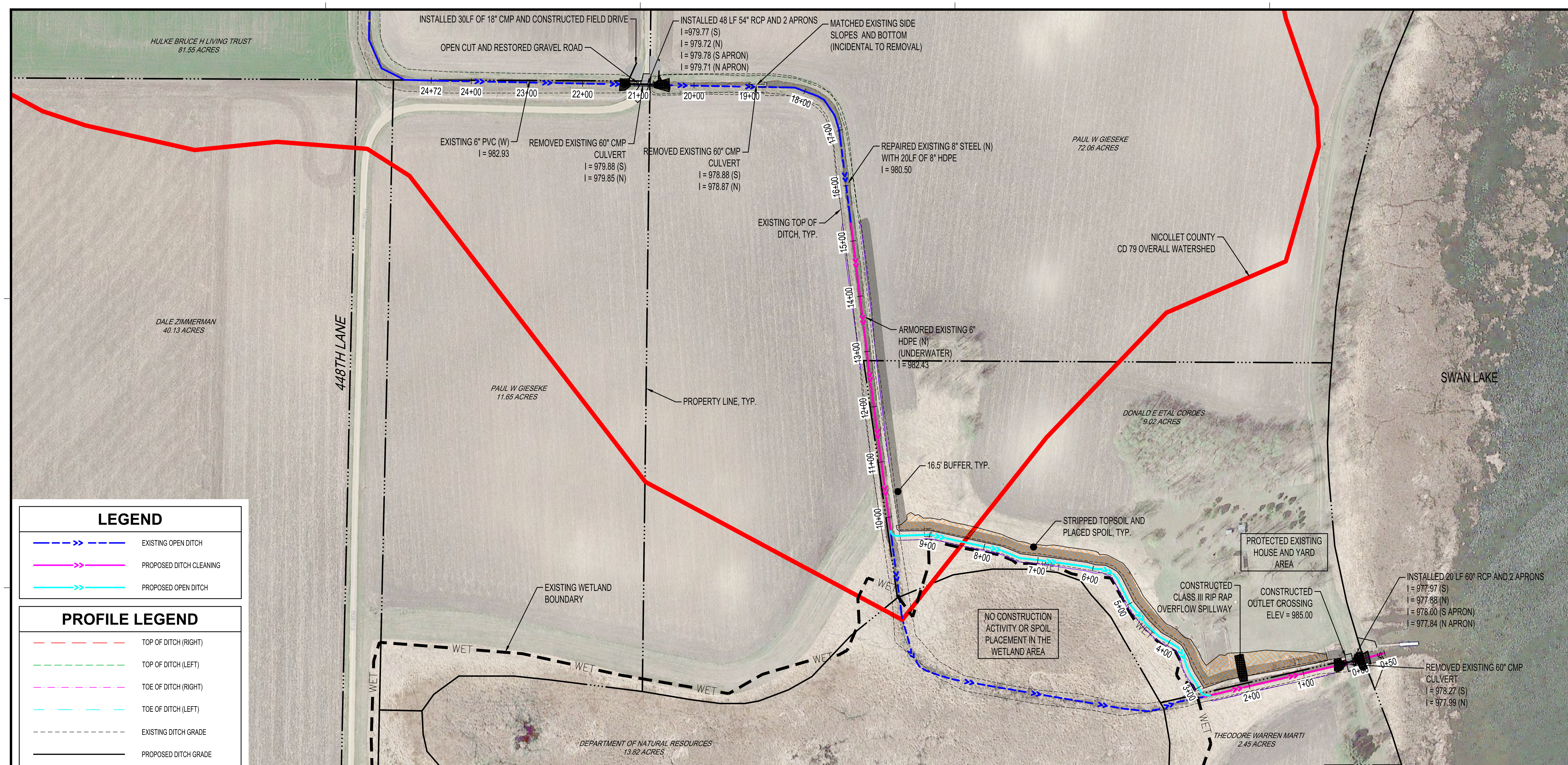
DATE	DESCRIPTION	BY
07/31/2020	PLAN UPDATE #1	SMW

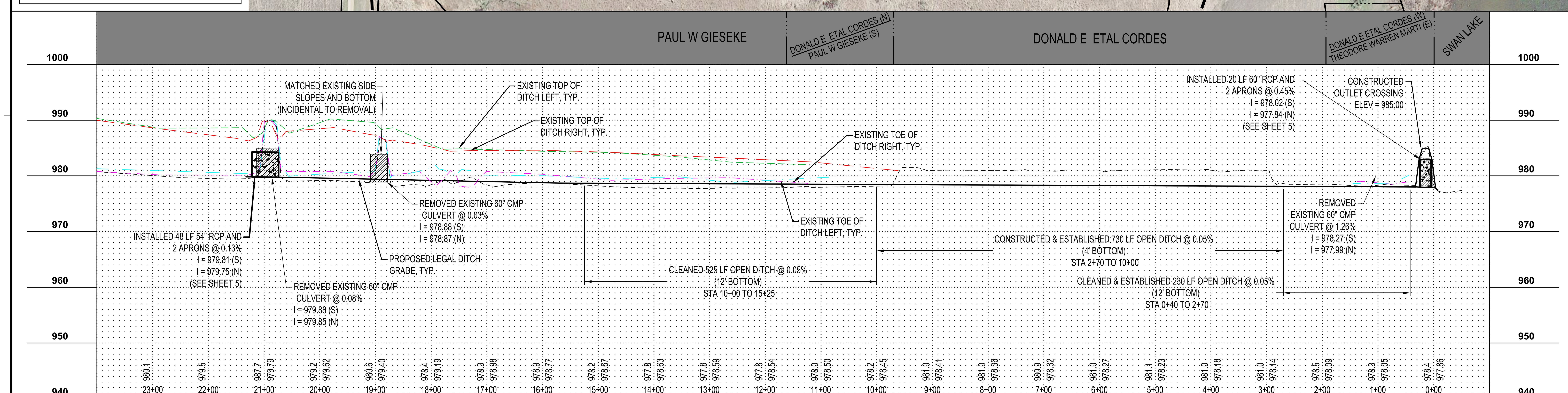
PROJECT NO.	15-18670
CAD FILE NAME	18670 TITLE AB
DRAWN BY	SMW
DESIGNED BY	JRR
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	03/18/2020
CLIENT PROJECT NO.	-

TITLE

OVERALL WATERSHED

SHEET





ISG

AS-BUILT 01/15/21

SCALE IN FEET: 0, 100, 200
VERT.: 0, 10, 20

NOTE:
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CHARLES J. BRANDEL

Charles J. Brandel

DATE 01/15/2021 LIC. NO. 43359

PROJECT

NICOLLET COUNTY

COUNTY DITCH No. 79

COURTLAND TWP MN

REVISION SCHEDULE

DATE	DESCRIPTION	BY
07/31/2020	PLAN UPDATE #1	SMW
10/02/2020	PLAN UPDATE #2	SMW

PROJECT NO.	15-18670
CAD FILE NAME	18670 PROFILES AB
DRAWN BY	SMW
DESIGNED BY	JRR
REVIEWED BY	CJB
ORIGINAL ISSUE DATE	03/18/2020
CLIENT PROJECT NO.	-

TITLE

OPEN DITCH PLAN & PROFILE

SHEET

APPENDIX B:
Damages

Nicollet County Ditch No. 79

Approximate Easement Summary

December 2020

	40 Description	40 Owner	Approximate Station Range	Improvement Description	Permanent Damages (Acres)	Temporary Easement (Acres)	Crop	PIN
Mainline Open Ditch	PT OF GL 4 TOTAL ACRES 2.18	Marti Theodore Revocable Trust	0+11 - 2+88	60" Culvert Replacement & Open Ditch Cleaning	0.01	0.02	N/A	1127400009
	BEG 500' E & 1710' N OF S 1/4 COR; NE ALONG DITCH C.L. 430'; NE 570'; NW ALONG DITCH C.L. 300'+; W ALONG SLY WATER EDGE 530'+; S 840' TO BEG (SUBJECT TO LAKE) = 8.00 ACRES	Cordes, Randy D.	0+11 - 12+83	60" Culvert Replacment, Open Ditch Establishment & Cleaning	0.34	1.50	N/A	1127400010
	GL 3 ACRES 53.10; GL 4 "EX 80' X 150'" & "EX 2.18 AC" & "EX 8.00 AC" = 15.05 ACRES	Gieseke, Paul W & Sandra J Gieseke	9+67 - 20+79	Open Ditch Establishment & Cleaning, Culvert Replacement	0.01	0.87	N/A	1127300004
	448th Lane Crossing							
	PT OF GL 5 & 6 PARCEL B ACRES 11.08	Gieseke, Paul W & Sandra J Gieseke	20+79 - 21+35	54" Culvert Replacement	0.00	0.03	N/A	1127400004
	S 1/2 OF SW 1/4 ACRES 80.00	Hulke Bruce H Living Trust	20+92 - 21+61	54" Culvert Replacement	0.00	0.07	N/A	1127300002
				Total	**0.36**	**2.49**		

APPENDIX C:
Final Pay Request

ISG

Contractor's Application for Payment No.		2	
Application Period: 1/8/2021 - 9/16/2021		Application Date: 9/16/2021	
To (Owner): Nicollet County Drainage Authority 501 S. Minnesota Avenue St. Peter, MN 56082	From (Contractor): Molnau Trucking LLC 13050 Stewart Ave Norwood, MN 55368	Via (Engineer): ISG Chuck Brandel 115 E Hickory St. Suite 300 Mankato, MN 56001	
Project: Nicollet County Ditch No. 79	Contract:		
Owner's Contract No.	Contractor's Project No.	Engineer's Project No. 18670	

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		-$14,000.00
TOTALS		-$14,000.00
NET CHANGE BY CHANGE ORDERS	-$14,000.00	

1. ORIGINAL CONTRACT PRICE	$	77,858.50
2. Net change by Change Orders	$	(14,000.00)
3. Current Contract Price (Line 1 ± 2)	$	63,858.50
4. Completed Bid Items (Column J total on Completed Items)	$	73,974.65
5. Completed Change Order Items (Column K total on Change Order Items)	$	(14,000.00)
6. Temporary Withholdings (Column L on Temporary Withholdings)	$	-
7. Stored Materials (Column L total on Stored Materials)	$	-
8. TOTAL COMPLETED AND STORED TO DATE LESS TEMPORARY WITHHOLDINGS	$	59,974.65
9. RETAINAGE:		
a. X $ 59,974.65 Work Completed (Line 4+5+6)	$	-
b. X $ - Stored Material (Line 7)	$	-
c. Total Retainage (Line 5.a + Line 5.b)	$	-
10. AMOUNT ELIGIBLE TO DATE (Line 8 - Line 9.c)	$	59,974.65
11. LESS PREVIOUS PAYMENTS (Line 10 from prior Application)	$	53,797.35
12. AMOUNT DUE THIS APPLICATION	$	6,177.30
13. BALANCE TO FINISH, PLUS RETAINAGE (Column L total on Completed Items + Column M Total Change Order Items + Column L on Temporary Withholdings + Line 9.c above)	$	-

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: [signature] Date: 9/16/21

Payment of: **$6,177.30**
(Line 8 or other - attach explanation of the other amount)

is recommended by: [signature] (Engineer) 11/30/2021 (Date)

Payment of: ____________
(Line 8 or other - attach explanation of the other amount)

is approved by: ____________ (Owner) ____ (Date)

Approved by: ____________ Funding or Financing Entity (if applicable) ____ (Date)

Completed Bid Items

Nicollet County
Ditch No. 79

Nicollet County Drainage Authority

Pay Request 2
1/8/2021 To 9/16/2021

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item Number	Bid Item	Unit	Quantitiy	Unit Price	Total Amount	Quantity This Pay Request	Amount This Pay Request	Quantity To Date	Amount To Date	Quantity Remaining	Amount Remaining
2021.501	MOBILIZATION	LS	1.00	$ 5,000.00	$ 5,000.00	0.00	$ -	1.00	$ 5,000.00	0.00	$ -
2104.501	REMOVE CMP CULVERT	EA	3.00	$ 750.00	$ 2,250.00	0.00	$ -	3.00	$ 2,250.00	0.00	$ -
2105.602	AGGREGATE BASE (CV) (P), CLASS V	CY	35.50	$ 37.00	$ 1,313.50	0.00	$ -	30.00	$ 1,110.00	5.50	$ -
2105.602	OPEN CUT & RESTORE GRAVEL ROAD OR DRIVEWAY	EA	1.00	$ 4,500.00	$ 4,500.00	0.00	$ -	1.00	$ 4,500.00	0.00	$ -
2105.602	OPEN CUT & RESTORE FIELD CROSSING	EA	1.00	$ 2,500.00	$ 2,500.00	0.00	$ -	1.00	$ 2,500.00	0.00	$ -
2105.603	DITCH CLEANING (12' WIDE DITCH BOTTOM)	LF	755.00	$ 2.50	$ 1,887.50	0.00	$ -	755.00	$ 1,887.50	0.00	$ -
2106.501	CONSTRUCT DITCH (P) (EV)	CY	655.00	$ 12.50	$ 8,187.50	0.00	$ -	655.00	$ 8,187.50	0.00	$ -
2106.501	TOP SOIL STRIP & PLACE SPOILS	AC	1.10	$ 2,500.00	$ 2,750.00	0.00	$ -	0.50	$ 1,250.00	0.60	$ -
2501.511	60-INCH CLASS III RCP PIPE	LF	28.00	$ 300.00	$ 8,400.00	0.00	$ -	20.00	$ 6,000.00	8.00	$ -
2501.511	54-INCH CLASS III RCP PIPE	LF	48.00	$ 250.00	$ 12,000.00	0.00	$ -	48.00	$ 12,000.00	0.00	$ -
2501.515	60-INCH RCP APRON	EA	2.00	$ 2,500.00	$ 5,000.00	0.00	$ -	2.00	$ 5,000.00	0.00	$ -
2501.515	54-INCH RCP APRON	EA	2.00	$ 2,500.00	$ 5,000.00	0.00	$ -	2.00	$ 5,000.00	0.00	$ -
2511.501	CLASS III RIPRAP WITH GEOTEXTILE FABRIC	CY	100.00	$ 105.00	$ 10,500.00	0.00	$ -	100.00	$ 10,500.00	0.00	$ -
2573.502	INSTALL FLOATING SILT CURTAIN	LF	40.00	$ 35.00	$ 1,400.00	0.00	$ -	40.00	$ 1,400.00	0.00	$ -
2573.502	INSTALL SILT FENCE	LF	500.00	$ 2.50	$ 1,250.00	0.00	$ -	0.00	$ -	500.00	$ -
2575.523	MnDOT CATEGORY 3 EROSION CONTROL BLANKET	SY	1,178.00	$ 2.50	$ 2,945.00	0.00	$ -	257.86	$ 644.65	920.14	$ -
2575.501	16.5' BUFFER STRIP SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 3 MULCH)	AC	0.65	$ 2,500.00	$ 1,625.00	0.00	$ -	1.99	$ 4,975.00	0.00	$ -
2575.501	STANDARD SIDESLOPE SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 8 MULCH)	AC	0.10	$ 3,500.00	$ 350.00	0.00	$ -	0.32	$ 1,120.00	0.00	$ -
2575.541	BUFFER STRIP MOWING	AC	1.30	$ 500.00	$ 650.00	1.30	$ 650.00	1.30	$ 650.00	0.00	$ -
2575.545	WEED SPRAYING	AC	1.40	$ 250.00	$ 350.00	0.00	$ -	0.00	$ -	1.40	$ -
					$ 77,858.50		$ 650.00		$ 73,974.65		$ -

Completed Change Order Items

Nicollet County
Ditch No. 79

Nicollet County Drainage Authority

Pay Request 2
1/8/2021 To 9/16/2021

A	B	C	D	E	F	G	H	I	J	K	L	M
Change Order	Bid Item Number	Bid Item	Unit	Quantitiy	Unit Price	Total Amount	Quantity This Pay Request	Amount This Pay Request	Quantity To Date	Amount To Date Date	Quantity Remaining	Amount Remaining
1	1.01	Liquidated Damages	EA	35.00	$ (400.00)	$ (14,000.00)	35.00	$ (14,000.00)	35.00	$ (14,000.00)	0.00	$ -
						$ (14,000.00)		$ (14,000.00)		$ (14,000.00)		$ -

Temporary Withholdings

Nicollet County
Ditch No. 79

Nicollet County Drainage Authority

Pay Request 2
1/8/2021 To 9/16/2021

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item Number	Bid Item	Unit	Quantity	Unit Price	Total Amount	Quantity Installed To Date	Amount Installed To Date	Temp Withholding %	Temp Withholding Amount	Amount Released	Amount Remaining
2575.523	MnDOT CATEGORY 3 EROSION CONTROL BLANKET	SY	1178.00	$ 2.50	$ 2,945.00	257.86	$ 644.65	40%	$ 257.86	$ 257.86	$ -
2575.501	16.5' BUFFER STRIP SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 3 MULCH)	AC	0.65	$ 2,500.00	$ 1,625.00	1.99	$ 4,975.00	40%	$ 1,990.00	$ 1,990.00	$ -
2575.501	STANDARD SIDESLOPE SEEDING (SEED MIX: BUFFER BLEND WITH TYPE 8 MULCH)	AC	0.10	$ 3,500.00	$ 350.00	0.32	$ 1,120.00	40%	$ 448.00	$ 448.00	$ -
									$ 2,695.86		$ -

DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-449-630-880
Submitted Date and Time:	6-Dec-2021 3:38:49 PM
Legal Name:	MOLNAU TRUCKING LLC
Federal Employer ID:	20-8516801
User Who Submitted:	amolnau
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	**966201344**
Minnesota ID:	8825873
Project Owner:	NICOLLET COUNTY DRAINAGE AUTHORITY
Project Number:	15-18670
Project Begin Date:	26-Oct-2020
Project End Date:	18-Dec-2020
Project Location:	NICOLLET COUTNY
Project Amount:	$59,974.65
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please print this page for your records using the print or save functionality built into your browser.

APPENDIX D:
Construction Pictures

Floatation silt fence installation.

Typical ditch cleaning.

Road crossing at station 0+00.

Finished road crossing at 0+00 with rip rap North side.

Finished road crossing at station 0+00 South.

Typical open ditch cleaning.

Typical seeding and blanketing procedure.

Typical spillway overflow rip rap area.

12/23/2020


6/18/2021


9/18/2021


12/23/2020


6/18/2021


9/18/2021


12/23/2020

6/18/2021


9/18/2021

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9/18/2021

12/23/2020

6/18/2021

9/18/2021

12/23/2020

6/18/2021


9/18/2021

Nicollet County Drainage Authority Meeting Agenda Item

NICOLLET COUNTY EST. 1853

Agenda Item:
CD86A Lametti & Sons Contract Extension Request

Primary Originating Division/Dept.: Public Services Contact: Jaci Kopet Title: PPSP Director Amount of Time Requested 15 minutes Presenter: Jacob Rischmiller Title: ISG Engineer	Meeting Date: 02/08/2022 Item Type: Regular Agenda (Select One) Attachments: ⦿ Yes ○ No

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

BACKGROUND/JUSTIFICATION:

Please see the attached letter from Lametti & Sons, Inc request for a contract extension on the CD86A improvement project.

Jacob Rischmiller from ISG will be in attendance to present this item.

Supporting Documents: ○ Attached ○ In Signature Folder ⦿ None

Prior Drainage Authority Action Taken on this Item: ○ Yes ⦿ No

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

Approved by County Attorney's Office: ○ Yes ○ No ⦿ N/A

ACTION REQUESTED:

The Drainage Authority will be asked to approve or deny the proposed contract extension

FISCAL IMPACT: Other
(Select One)

If "Other", specify

FUNDING
Drainage Authority Dollars =

Grant
(Select One)

Total

FTE IMPACT: No FTE change
(Select One)

If "Increase or "Decrease" specify:

Related Financial/FTE Comments:

Lametti & Sons, Inc.

January 25, 2022

Jacob Rischmiller, PE
ISG, Inc.
6465 Wayzata Blvd, Suite 970
Minneapolis, MN 55426

RE: Nicollet County Ditch No. 86A Pump Station
Contract Time Extension

Jacob,

Schneider Electric, has informed us that the breakers required for Killmer Electric to complete their work are not expected to ship until mid-February (see attached). We are therefore requesting an extension of time for completion of our contract to February 28, 2022.

Sincerely,
Lametti & Sons, Inc.

Lisa Navin

Lisa Navin
Chief Financial Officer

16028 Forest Boulevard North P. O. Box 477 Hugo, MN 55038 651/426-1380 Fax: 426-0044

EXTENDED LEAD TIME

Dear Joe Sweeney
Sweeney Controls

At Schneider Electric, meeting our customers' expectations is our key priority. The world has changed dramatically since the onset of the COVID-19 pandemic resulting in constrained labor availability, global shortages of raw materials and unreliable transportation, all of which have challenged our upstream suppliers. This continues to put pressure on global and regional supply chains.

We have been closely monitoring and responding to the situation. Our supply chain has been multi-sourcing customer-critical components with the intent of ensuring supply. Our supply chain has also taken other actions to secure materials and electronic components.

While we have taken these steps, extended lead times are in place for qty 2 PGA36100U31A to help us ensure we can meet our target delivery dates. These dates ship dates currently are 2/18/2022 with arrival is shown as 2/22/2022. As long as our sources can provide components necessary to complete these items.

The shortage situation is currently very dynamic. I have looked at various options to try and replace these with other breakers. They unfortunately are also not available at this time.

For existing purchase orders, and any future purchase orders, we continue to monitor the situation and if there is any change to the offer lead time, we will keep you informed.

Schneider Electric has been actively working with our suppliers to minimize the impact on our customers. We are ready to collaborate as required on demand-shaping customer solutions and are committed to helping you achieve your business success.

Best regards,

Mark Schatz
TSE
Power Products Division
Fargo, ND