

Nicollet County Board of Commissioners Meeting



February 22, 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 February 8, 2022 Board Minutes](#)
2. [Appointment to Board of Adjustment & Appeals and Planning & Zoning Advisory Committee](#)
3. [Minnesota Department of Human Services Joint Powers Agreement](#)
4. [Off-Highway Vehicle Safety Grant with Minnesota DNR](#)
5. [End of Probations](#)
6. Approval of Bills

Public Appearances

9:05 a.m. Property Services

1. [Revision of Work Plan for AgBMP Loan Program](#)

9:10 a.m. Technologies

1. [Board Ratification for IFS Contract](#)

9:15 a.m. Human Resources

The following portion of the meeting is closed for labor negotiations pursuant to Minnesota State Statutes Chapter 13D.03.

1. [Probation Collective Bargaining Agreement for July 2021 – December 2022](#)

9:30 a.m. Administration

1. [Mankato Area Foundation – Equity, Diversity, and Inclusivity Climate Study](#)
2. [Minnesota Main Street Revitalization Fund Grant Letter of Support](#)

9:40 a.m. County Attorney Update

Chair's Report

Commissioner Committee Reports

Commissioners Meetings & Conferences

Approve Per Diems and Expenses

Adjourn Board of Commissioners Meeting

Vision Statement

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

**Leadership. Efficiency. Accountability.
Innovation. Integrity.**

Mission Statement

Providing efficient services with innovation and accountability

Nicollet County Board of Commissioners Meeting



February 22, 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

9:45 a.m. Call Drainage Authority Meeting to Order:

Drainage Authority Agenda Items

1. Consent Agenda

a. [Approval of February 8, 2022 Drainage Authority Minutes](#)

9:50 a.m. 2. [Set Hearing Date for CD48A Repair Project](#)

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 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 24 – BNCH Executive Committee Meeting, 8:15 a.m.; 1900 Franklin St, New Ulm, MN

March 2 – SWCD Board Meeting, 8:30 a.m.

March 4 – Personnel Committee Meeting, Closed for Union Negotiations, 9 a.m., Nicollet Room, St. Peter

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 *

March 24 – Personnel Committee Meeting, Closed for Union Negotiations, 9 a.m.; Nicollet Room, St. Peter

March 24 – BNCH Executive Committee Meeting, 8:15 a.m.; 1900 Franklin St, New Ulm, MN

March 30 & April 1 – AMC Leadership Summit; Grand View Lodge, Nisswa, MN

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FEBRUARY 8, 2022
OFFICIAL PROCEEDINGS OF THE
BOARD OF COUNTY COMMISSIONERS

The Nicollet County Board of Commissioners met in regular session on Tuesday, February 8, 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, County Attorney Michelle Zehnder Fischer, and Recording Secretary Sarah Frahm.

Approval of Agenda

Motion by Commissioner Luepke and seconded by Commissioner Morrow to approve the agenda, with the omission of the Board Ratification for IFS Contract. Motion carried with all voting in favor.

Consent Agenda

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

1. January 25, 2022 Board Meeting 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 for Danielle Theis, Building and Grounds Worker, effective February 16, 2022
6. Approval of the Commissioner Warrants as presented for the following amounts:
 - a. General Revenue Fund - \$105,538.18;
 - b. Road & Bridge Fund - \$36,820.66;
 - c. Human Services Fund \$ \$120,026.87;
7. Acknowledgement of the Auditor's Warrant review.

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

Public Appearances

There were no public appearances.

Health and Human Services

South Central Community-Based Initiative Amended Joint Powers Board Agreement

Director Sassenberg came before the Board to discuss the South Central Community Based Initiative (SCCBI). This 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 modification to the agreement allows more flexibility for the Joint Powers Board to address the needs of those in our region. Motion by Commissioner Morrow and seconded by Commissioner Luepke to approve the South Central Community-Based Initiative Joint Powers Agreement. Motion carried with all voting in favor.

Finance

2021 Quarter Four Donations

Finance Director McCormick appeared before the Board to request approval of the following 2021 Quarter Four donations:

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

FROM WHOM	AMOUNT	PURPOSE
American Legion Auxiliary #510	\$ 100.00	Van Services
Mr. 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	

Motion by Commissioner Kolars and seconded by Commissioner Luepke to approve the Resolution for the Acceptance of Donations as presented. Motion carried with all voting in favor on a roll call vote.

Public Works

Consider Resolution for Final Acceptance for Project SP 052-621-028

Director Greenwood shared project updates from the CSAH 21 temporary stabilization project. Work was done in November 2020 to stabilize the embankment along the Minnesota River that had been damaged in June 2020. Mathiowetz Construction was the prime contractor for this project, and the final value of the contract was \$293,084.25. Emergency repair projects such as this are 100% funded by FHWA Emergency Relief funds.

There were questions as to why some trees were removed during the CR 21 emergency repair work in November 2020. It was easier to remove trees in the late fall to early winter because the northern long-eared bat population were hibernating in caves at that time.

With no more discussion, there was a motion by Commissioner Luepke and seconded by Commissioner Morrow to approve the resolution for final acceptance for Project SP 052-621-028. Motion carried with all voting in favor on a roll call vote.

Human Resources

Classification and Compensation Study Contract

Director Larson came before the Board to discuss the classification and compensation study details. The purpose of the study is to evaluate Nicollet County's pay scale and make sure it is fair and equitable in relation to wage growth, inflation, and other changes in the employment environment. Motion by Commissioner Kolars and seconded by Commissioner Morrow to approve the contract with Arthur J. Gallagher in the amount of \$52,000.00. Motion carried with all voting in favor.

Administration

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

Director Landkamer discussed the bids for the North Mankato HHS remodel that 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 the Minn. Stat. 471.345 Uniform Municipal Contracting Law. The purpose of the remodel is to address safety concerns, ADA compliance, and overall building efficiencies. Motion by Commissioner Kolars and seconded by Commissioner Morrow to approve the low bids and authorize the County Administrator to sign contracts with the approved bidders. Motion carried with all voting in favor.

County Attorney Update

County Attorney Zehnder Fischer shared that the Attorney's office is continuing to work through the backlog of court cases due to the pandemic.

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)
- County Board Meeting
- Legislator zoom meeting
- BNEH
- Social Services zoom meeting

Commissioner John Luepke

- Legislator zoom meeting
- BNEH
- Social Services zoom meeting

Commissioner Terry Morrow

- Legislator zoom meeting
- BNEH
- Social Services zoom meeting

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 Luepke to adjourn the meeting. Motion carried with all voting in favor. The meeting adjourned at 9:24 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER, CLERK TO THE BOARD

DRAFT

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:	
Appointment to Board of Adjustment & Appeals and Planning & Zoning Advisory Commission	
Primary Originating Division/Dept.: Property Services	Meeting Date: 2/22/2022
Contact: Pete Otterness Title: Asst Director PPSD	Item Type: Consent Agenda (Select One)
Amount of Time Requested minutes	
Presenter: Title:	Attachments: ☐ Yes ☒ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
BACKGROUND/JUSTIFICATION: Consideration of the appointment of Lloyd Hoffmann to the Board of Adjustment and Appeals, and to the Planning and Zoning Advisory Commission. Mr. Hoffmann has made application to be a member of the Board and the Commission. Mr. Hoffmann, a life long resident of Nicollet County, is an Air Force veteran, retired from 3M New Ulm and has also been a farmer. Mr. Hoffmann would fill one of the vacancies on the Board of Adjustment and Appeals as well as one on the Planning and Zoning Advisory Commission. The appointment would be for 3 years which can be continued for a maximum of 3 terms. Mr. Hoffmann's first term would expire March 31, 2024.	
Supporting Documents: ☐ Attached ☐ In Signature Folder ☒ None	
Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No	
If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A	
ACTION REQUESTED: Appoint Mr. Hoffmann to both the Board of Adjustment & Appeals and Planning & Zoning Commission.	
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify:	Total
Related Financial/FTE Comments:	

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Minnesota Department of Human Services Joint Powers Agreement	
Primary Originating Division/Dept.: Sheriff's Office Contact: Dave Lange Title: Sheriff Amount of Time Requested: minutes Presenter: Dave Lange Title: Sheriff	Meeting Date: 02/22/2022 Item Type: (Select One) Consent Agenda Attachments: ☒ Yes ☐ No
County Strategy: (Select One) Financial Security - prudent use of taxpayer resources	
BACKGROUND/JUSTIFICATION: The Sheriff's Office has a Joint Powers Agreement with the Department of Human Services for the housing, transporting, or searching of patients from the State facilities that is coming for renewal in May 2022. This allows the Sheriff's office to submit for reimbursement for those services when they occur. Renewal of this agreement would extend to April 2024.	
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None	
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A	
ACTION REQUESTED: Needs County Board approval and appropriate signatures.	
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify:	FUNDING County Dollars = State (Select One)
FTE IMPACT: No FTE change (Select One)	Total:
If "Increase or "Decrease," specify: Related Financial/FTE Comments:	



Minnesota Department of Human Services Joint Powers Agreement

This Joint Powers Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the State of Minnesota, acting through its Department of Human Services, Direct Care and Treatment (DCT) (DHS) and **Nicollet County Sheriff's Office** (GOVERNMENTAL UNIT). The parties have authority to enter into joint powers agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10.

RECITALS

DHS, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) has authority to enter into contracts for the following services: Security, transportation and lodging services for its Direct Care and Treatment Division patients.

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

THEREFORE, the parties agree as follows:

1. AGREEMENT TERM AND SURVIVAL OF TERMS.

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

1.2. Expiration date. This AGREEMENT is valid through **April 30, 2024**, or until all obligations set forth in this AGREEMENT have been satisfactorily fulfilled, whichever occurs first.

2. DUTIES.

2.1 Governmental Unit's Duties. Governmental Unit shall perform:

County Sheriff will dedicate the resources necessary to provide the following:

1. Transportation of patients needing law enforcement escort from State Facilities in St. Peter to a county courthouse, or from a courthouse to a prison.
 - a. County Sheriff shall provide transportation pursuant to court order or upon request by State.
2. Lodging for patients awaiting disposition of legal proceedings or transport to prison following sentencing.
 - a. Lodging shall take place in either the Nicollet County Jail or in a state prison.

- b. Lodging may take place in a state prison if security or other concerns necessitate lodging options not available at the Nicollet County Jail.
3. Staff to assist with searches for missing patients.

2.2 DHS's Duties:

DHS must:

1. Provide a contact within Forensic Services of someone who is knowledgeable to the county sheriff each time the contract is being used, whether for transportation or for lodging.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. DHS will provide consideration for all services satisfactorily provided by Governmental Unit under this AGREEMENT as follows:

- A. Assigned officers will be paid their existing hourly wage for the hours of services worked for security and/or transportation services.
- B. \$65.00 per day for lodging/boarding at the Nicollet County Jail.
- C. If a patient of the State requires boarding at a State prison such as Oak Park Heights, the daily rate will be \$310.00 for lodging/boarding.

3.2 Terms of Payment. DHS must pay Nicollet County Sheriff's Office within 30 days after Governmental Unit presents invoices for services it performs.

3.3 Total Obligation. The total obligation of DHS for all compensation and reimbursements to Governmental Unit shall not exceed **Forty Thousand dollars (\$40,000.00)**.

4. CONDITIONS OF PAYMENT.

Governmental Unit will perform all services pursuant to this AGREEMENT to DHS's satisfaction, according to the sole discretion of DHS's authorized representative.

5. AUTHORIZED REPRESENTATIVES.

5.1. DHS. DHS's authorized representative for the purposes of administration of this AGREEMENT is **Carol Olson**, Executive Director, or successor. Phone and email: (507) 985-3128, carol.olson@state.mn.us. This representative shall have final authority for acceptance of GRANTEE's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

5.2. Governmental Unit. Governmental Unit's Authorized Representative is **Dave Lange**, Nicollet County Sheriff, or successor. Phone and email: (507) 934-7106, dave.lange@co.nicollet.mn.us If Governmental Unit's Authorized Representative changes at any time during this AGREEMENT, Governmental Unit must immediately notify DHS.

5.3. Information Privacy and Security. (If applicable) Governmental Unit's responsible authority for the purposes of complying with data privacy and security for this AGREEMENT is **Dave Lange, Nicollet County Sheriff** or successor. Phone and email: **(507) 934-7106, dave.lange@co.nicollet.mn.us**

6. AMENDMENTS.

The parties must execute any amendments to this AGREEMENT in writing.

7. CANCELLATION.

Either party may cancel this AGREEMENT at any time, with or without cause, upon thirty (30) days written notice to the other party. If either party cancels the AGREEMENT, Governmental Unit is entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

8. ASSIGNMENT.

Neither party may assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

9. LIABILITY.

To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, Governmental Unit agrees to be responsible for any and all claims or causes of action arising from the performance of this agreement by DHS or DHS's agents or employees. This clause shall not be construed to bar any legal remedies Governmental Unit may have for DHS's failure to fulfill its obligations pursuant to this grant. DHS's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

10. INFORMATION PRIVACY AND SECURITY.

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

- c. Notwithstanding paragraph A and B, in its capacity as Governmental Unit under this AGREEMENT, Governmental Unit must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. Governmental Unit will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by Governmental Unit in performing its duties under this AGREEMENT is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either Governmental Unit or DHS.
- d. In its capacity as Governmental Unit under this AGREEMENT, Governmental Unit is being made an agent of the "welfare system" as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by Governmental Unit in performing its duties under this AGREEMENT is explicitly subject to the protections of Minn. Stat. § 13.46.
- e. If Governmental Unit receives a request to release data created, collected, received, stored, used, maintained or disseminated by Click here to enter governmental unit abbreviation in performing its duties under this AGREEMENT, Governmental Unit must immediately notify and consult with DHS's Authorized Representative as to how Governmental Unit should respond to the request.
- f. Under this AGREEMENT, Governmental Unit is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit in performing its duties under this AGREEMENT.
- g. Governmental Unit's obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- h. Governmental Unit must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit in performing its duties under this AGREEMENT.

11. VACCINATION/TESTING REQUIREMENTS.

11.1 Applicability. This section applies to Governmental Unit's employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public ("Covered Individuals").

11.2 Requirements. In accordance with [HR/LR Policy #1446](#), Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

11.3 Compliance. Governmental Unit is responsible for the following:

- 11.3.1** Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals'
- 11.3.2** Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;
- 11.3.3** Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered individual has been medically cleared; and
- 11.3.4** Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 22.2 Requirements, above.

11.4 Reporting. Upon request, Governmental Unit shall provide the State with documentation demonstrating compliance with these requirements. Governmental Unit shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

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Signature Page Follows

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By: Amy Larson
Date: 2/1/2022

Contract No: JPk-207155

2. GOVERNMENTAL UNIT

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. DHS

By (with delegated authority): _____

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

By (with delegated authority): _____

Date: _____

Admin ID: _____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

Governmental Unit

State Authorized Representative

Nicollet County Board of Commissioners Board Meeting Agenda Item



Agenda Item: Off Highway Vehicle Safety Grant with Minnesota DNR		
Primary Originating Division/Dept.: Sheriff's Office Contact: Dave Lange Title: Sheriff Amount of Time Requested: minutes Presenter: Dave Lange Title: Sheriff		Meeting Date: 02/22/2022 Item Type: Consent Agenda (Select One) Attachments: ☒ Yes ☐ No
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: Bi annual grant with DNR to participate in OHV/ATV activities which include purchase of equipment, maintenance and training. Grant dollars would reimburse the county for any eligible expenses. Dates of the grant are from July 1, 2021 to June 30, 2023		
Supporting Documents: ☒ Attached ☐ In Signature Folder ☐ None		
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED: Board acceptance of the grant and appropriate signatures.		
FISCAL IMPACT: Other (Select One) If "Other", specify:		FUNDING County Dollars = Grant \$5,752.00 (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:		Total:

Encumbrance Form

GENERAL INFORMATION:

Requestor:	Chuck Niska
Description:	Off Highway Vehicle Safety Grant

CONTRACT INFORMATION:

Dave.Lange@co.nicollet.mn.us

Total Contract Amount:	\$5,752.00
Effective Date:	July 1, 2021
Expiration Date:	June 30, 2023
Vendor Name:	Nicollet County Sheriff's Office
Vendor Address:	501 S Minnesota Avenue, St. Peter, MN 56082
Vendor #	0000197335 001
Contract #:	206933
PO #:	FY2022: 3-203440 FY2023:

FUNDING INFORMATION:

Fiscal Year	Speedchart	Fund	FinDeptID	AppropID	Account	CC1	CC2	Amount
2022		2102	R2937714	R297401	441302	27842		\$ 2,876.00
2023		2102	R2937714	R297401	441302	27842		\$ 2,876.00
INCOMING GRANTS OR PROJECT COSTING (IF APPLICABLE)		PC Bus Unit	Project	Activity	Source Type	Category	Sub Category	
Line 1						84101501		\$ 2,876.00
Line 2								
Line 3								
Line 4								
Line 5								
Line 6								
Line 7								

STATE OF MINNESOTA GRANT CONTRACT

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

Recitals Section

1. Under Minn. Stat. 84.026, (84.794, 84.803, and 84.927- For OHV only), and (84.83 for snowmobile safety only) the State is empowered to enter into this grant.
2. The State, under Laws of Minnesota 2021, First Special Session, Chapter 6, Section 3, Subdivision 7(f) (for OHV only) or Minnesota 2021, First Special Session, Chapter 6, Section 3, Subdivision 7(d) (for snowmobile safety only) is authorized to provide reimbursement grants to counties to cover costs related to labor and equipment in the enforcement of off highway vehicle laws, rules and regulations, as well as holding staff training in the same, and providing local youth training classes, in the manner described in the Grantee's Proposed Budget.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

July 1, 2021. As per Statute 84.026 Subd. 4, work may begin prior to execution. Per Minn. §Stat. 16B.98 Subd. 7, no payments will be made to the Grantee until this contract is fully executed.

1.2 *Expiration date:*

June 30, 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 *Incur Expenses.*

Notwithstanding Minnesota Statutes, section 16A.41, expenditures made on or after July 1, 2021, whichever is later, are eligible for reimbursement unless otherwise provided in under Laws of Minnesota 2021, First Special Session, Chapter 6, Section 3, Subdivision 7(f).

2 Grantee's Duties

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

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

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

- Submit **ANNUAL** Performance Reports and Reimbursement Requests for each year of participation in this Program. All needed documents to accomplish this are posted on the DNR website. The Grantee will be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this grant contract. Further, the Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this grant contract, the Grantee shall monitor and report any actual, potential or perceived conflicts of interest to the State's Authorized Representative.
- **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 **\$ 2,876.00** in state fiscal year 2022, for expenses incurred between July 1, 2021 and June 30, 2022, and **\$ 2,876.00** 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 **\$ 5,752.00**.

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 **\$ 2,876.00** prior to July 1, 2022.

Eligible reimbursement costs may not exceed **\$ 2,876.00** prior to July 1, 2023.

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, 501 S Minnesota Avenue, St. Peter, MN 56082, (507) 934-7109, 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: 2022.01.26 19:22:17 -06'00'

Date: _____

SWIFT Contract/PO No(s). 206933/3-203440

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: End of Probations	
Primary Originating Division/Dept.: Human Resources Contact: Kristy Larson Title: HR Director Amount of Time Requested: minutes Presenter: Kristy Larson Title: HR Director	Meeting Date: 02/22/2022 Item Type: Consent Agenda (Select One) Attachments: ☐ Yes ☒ No
County Strategy: (Select One) Facilities and Space - preserve, maintain and build our assets	
BACKGROUND/JUSTIFICATION: Sheriff Dave Lange has requested the end of probation for Heather Zilka, 911 Dispatcher, effective February 23, 2022.	
Supporting Documents: ☐ Attached ☒ In Signature Folder ☐ None	
Prior Board Action Taken on this Agenda Item: ☒ Yes ☐ No If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A	
ACTION REQUESTED: Grant end of probationary status	
FISCAL IMPACT: Other (Select One) If "Other", specify: FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:	FUNDING County Dollars = State (Select One) Total:

Nicollet County Board of Commissioners
Board Meeting Agenda Item

NICOLLET
COUNTY EST. 1853



Agenda Item:	
Revision of Work Plan For AgBMP Loan Program	
Primary Originating Division/Dept.: Property Services	Meeting Date: 2/22/2022
Contact: Pete Otterness Title: Asst Director PPSD	Item Type: Regular Agenda (Select One)
Amount of Time Requested 5 minutes	
Presenter: Pete Otterness Title: Asst Director PPSD	Attachments: ☒ Yes ☐ No
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
BACKGROUND/JUSTIFICATION: The County has utilized the Minnesota Department of Agriculture (MDA) low interest loan funds through the Agricultural Best Management Practices (AgBMP) Loan Program since 2018. This loan program is utilized for septic system loans, well sealing loans and replacement well loans. The current Administration Plan is being revised due to changes in fees in the fee schedule. To account for changes now and in the future the permit fee for septic system is being removed from loan application fee. The septic permit fee is independent of the loan and may be included in the cost estimate for financing. The permit fee will be collected for the issuance of the zoning permit to install the approved septic system. This aligns the process of permitting to the same standard as all rural residents in Nicollet County. The changes and updated Administrative Plan has been reviewed and approved by the County Attorney. The new Administrative Work Plan is attached.	
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) March 2018	
Approved by County Attorney's Office: ☒ Yes ☐ No ☐ N/A	
ACTION REQUESTED: Approve updated Ag BMP loan program administrative plan	
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Other (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total

SEPTIC SYSTEM AND WATER WELL LOAN AGREEMENT ADMINISTRATIVE PLAN

1) Project Description

- a) The Nicollet County Board of Commissioners has approved, by resolution, Nicollet County's use of the AgBMP Loan Program to assist property owners in replacing failing septic systems and upgrading, replacement, or sealing of water wells in Nicollet County. This Resolution permits Nicollet County to administer loan funds and collect the repayment as a lien against the property in accordance with Minn. Stat. Chapter 115.

Funding that has been made available through state or federal funding programs or County allocations to make low interest loans available to the citizens of Nicollet County to replace failing septic systems and the upgrading and replacement or sealing of water wells shall be administered in accordance with this plan.

Loans will be made available on a first come, first serve basis for qualified participants.

2) Eligible Participants

- a) Property must be residential property with an existing failing septic system and/or water well located within Nicollet County.
- b) Applicant must be the property owner. The system must serve residential, non-commercial property located in Nicollet County.
- c) Income Requirement - none.

3) Ineligible Projects

- a) Refinancing of a previously installed system and water well or repair.
- b) A septic system and/or water well for a new dwelling.
- c) Systems or water wells used for non-residential activities or properties.
- d) Projects started before loan approval with the exception of a preliminary site evaluation.
- e) Property owners under court order to repair the system or well.

4) Terms of the Loan

- a) Amount Eligible - Limited to not more than the total cost of designing and installing a conforming septic system and the repair or drilling of a water well to \$30,000 maximum. Applicant may request less than the total cost of the project.
- b) Interest Rate - Annual 3% simple interest accrued beginning the date that the County pays the contractor(s). Interest collected will be committed to a restricted account to assist with payment of future loan default(s) and/or grant opportunities.
- c) Term Length - Loans up to \$5,000 to be repaid within 5 years. Loans over \$5,000 to be repaid within 10 years.
 - i. On any funds made available for loans under an agreement between the County and the state or federal government that requires loan fund repayment by the County, the term length may not extend beyond the last date of the county repayment schedule.
- d) Loan Application Fee - \$190.00 total to submit application
 - i. \$55 Lien Search Fee
 - ii. \$46 Lien Recording Fee
 - iii. \$89 Administrative Fee
- e) Priority of Lien - In accordance with Minn. Stat. § 115.57 subd. 6, "An amount loaned

under the program and assessed against the property shall be a priority lien only against subsequent liens."

5) Loan Pre-approval

- a) Loan pre-approval by the Property Services Department is required. To qualify for the loan, the following requirements must be confirmed:
 - i. Taxes Current - No delinquent taxes may be owed on the subject property.
 - ii. Property Value - The total of all liens, including the estimated cost of the septic and/or water well lien, must not exceed the assessed estimated market value of the property as shown in the County Assessor's records or a more recent assessment. Verification of the outstanding liens will be completed by the County Recorder's Office through a search of liens against the property for the past 30 years. The lien search fee must be paid prior to the lien search by the loan applicant.
 - iii. Location - The dwelling that the septic system and/or water well serves must be located within Nicollet County.

6) Approval Procedure -

- a) No loans will be approved for any work on the septic system and/or water well that has been completed prior to loan approval other than the site evaluation and design.
- b) A signed contractor's estimate, site evaluation and design must be submitted to the Property Services Department by the Contractor.
- c) Once the design is approved, the applicant and all parties listed as owners on the deed must come into the Property Services Department and complete the following items:
 - i. Obtain the septic system upgrade permit
 - ii. Sign the loan application form and any other related documents
 - iii. Sign the lien for the estimated loan amount
 - iv. Pay all permit and administrative fees.

Final loan approval must be accompanied by a contractor's bill or statement and an as-built of the septic system prepared in accordance with Minn. Rules Chapter 7080. If the loan is for the water well, approval must be accompanied by a contractor's bill or statement and the well construction record in accordance with Minn. Rules Chapter 4725.

7) Installation Requirements

- a) Site evaluation, design, and installation of a septic system and/or drilling of a water well must be performed by a state licensed contractor, holding the license applicable to the type of work being performed, of owner's choice.
- b) County septic permit, review and approval of septic system design required prior to any installation activities.
- c) Final site inspections by the County Sanitarian are required for the septic system.

8) Repayment of Lien

- a) Repayment - First payment is due with the first half of the property taxes, commencing the first January after construction has been completed. Semi-annual payments with property tax payment thereafter. May be paid in full at any time with no prepayment penalty.
- b) Full payment of lien must be made at time of sale or transfer of property.

9) Funding Source, Disbursement and Longevity

- a) Funding Source -
 - i. County loan funds (Program ended February 2018)

- ii. Clean Water Partnership State Revolving Loan funds. (Loan repayments are administered in accordance with the loan agreement with the State; Programs ended February 2018)
- iii. AgBMP funds (Loan repayments are administered in accordance with the loan agreement with the State.)

b) Administrative Fee disposition -

- i. Nicollet County Property Services
 - o \$89 administrative fee
- ii. Nicollet County Recorder
 - o \$55 lien search
 - o \$46 recording fee

c) Disbursement system –

- i. Contractor submits the final bill and as-built/well construction record to Property Services Department.
- ii. Property Services Department completes Certificate of Compliance for the septic system.
- iii. Property Services Department forwards bill to the Finance Department has authorization to pay the contractor(s).
- iv. Public Services Department sends notice to the property owner stating the following information:
 - 1. The amount to be specially assessed against the property;
 - 2. The right of the property owner to repay the entire assessment;
 - 3. The public official to whom prepayment must be made
 - 4. The time within which prepayment must be made without the assessment of interest.
 - 5. The rate of interest to be accrued if the assessment is not prepaid within the required time period;
 - 6. The period of the assessment.

10) Administrative Plan Amendment

The Project Loan Administrative Plan may be amended from time to time by the Nicollet County Board of Commissioners.

Revised: February 3, 2022

Nicollet County Board of Commissioners Board Meeting Agenda Item

NICOLLET
COUNTY EST. 1853



Agenda Item:

Board Ratification of IFS Contract

Primary Originating Division/Dept.:

Contact: Dayle Moore

Title: Director - Office of
Technologies

Amount of Time Requested: 5 minutes

Presenter: Dayle Moore

Title: OT Director

Meeting Date: 02/22/2022

Item Type: Regular Agenda
(Select One)

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:

FISCAL IMPACT: Other
(Select One)

If "Other", specify:

FUNDING

County Dollars = \$16,170.00

State

(Select One)

FTE IMPACT: No FTE change
(Select One)

Total: \$16,170.00

If "Increase or "Decrease," specify:

Related Financial/FTE Comments:

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.

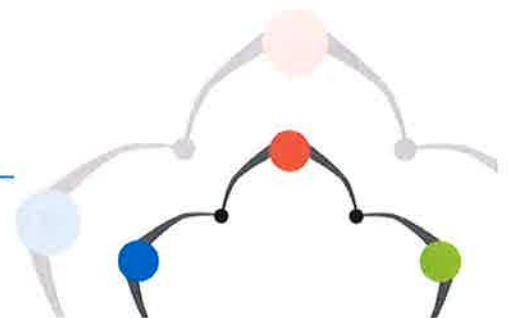
Signed: _____
Board Chair

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

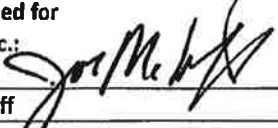
The term of this Agreement shall be January 1, 2022, to December 31, 2024, inclusive, unless earlier terminated prior to expiration as provided by herein.

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: 

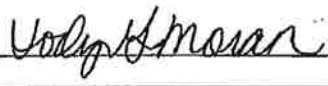
Name: Joe McNiff

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: Lise C. Meredith

Title: Executive Director

Date: 11/4/2021

Accepted and Agreed for

MnCCC:

Signed By: 

Name: Michelle May

Title: JIC Chair

Date: 10/28/2021

ATTACHMENT A

IFSPI Support Agreement 2022 – 2024

Fee Summary – Annual

<u>Support Elements</u>	<u>Support Fees</u> <u>2022</u>	<u>Support Fees</u> <u>2023</u>	<u>Support Fees</u> <u>2024</u>
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	<u>2022</u>	<u>2023</u>	<u>2024</u>
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



Agenda Item:	
Probation Collective Bargaining Agreement for July 2021 - December 2022	
Primary Originating Division/Dept.: Human Resources Contact: Kristy Larson Title: HR Director Amount of Time Requested 15 minutes Presenter: Kristy Larson Title: HR Director	Meeting Date: 02/22/2022 Item Type: Regular Agenda (Select One)
Attachments: ☐ Yes ☒ No	
County Strategy: Programs and Services - deliver value-added quality services (Select One)	
BACKGROUND/JUSTIFICATION: This portion of the meeting is closed for labor negotiations pursuant to Minnesota Statutes Chapter 13D.03 to discuss the Probation Collective Bargaining Agreement for July 2021 - December 2022.	
Supporting Documents: ☐ Attached ☒ In Signature Folder ☐ None	
Prior Board Action Taken on this Agenda Item: ☐ Yes ☒ No If "yes", when? (provide year; mm/dd/yy if known)	
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A	
ACTION REQUESTED: Approve the Non-Licensed Law Enforcement Collective Bargaining Agreement for 2022	
FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify	FUNDING County Dollars = Grant (Select One)
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify:	Total
Related Financial/FTE Comments:	

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item:		
Mankato Area Foundation - Equity, Diversity, and Inclusivity Climate Study		
Primary Originating Division/Dept.: Administration	Meeting Date: 02/22/2022	
Contact: Mandy Landkamer Title: County Administrator	Item Type: Regular Agenda (Select One)	
Amount of Time Requested 5 minutes		
Presenter: Mandy Landkamer Title: County Administrator	Attachments: ☒ Yes ☐ No	
County Strategy: Financial Security - prudent use of taxpayer resources (Select One)		
BACKGROUND/JUSTIFICATION: The Mankato Area Foundation (MAF), in partnering with local institutions, governments, and organizations is seeking funding to assist with a Climate Study in the Mankato/North Mankato area. The study will assess equity, diversity, and inclusivity to understand the current state in the area. The MAF will contract with Intercultural Competence Edge to oversee the study and to serve as the project coordinator. The study will comprise of 5 phases and anticipated to be completed by September with data collection. Results will then be shared with stakeholders to help guide decision makers towards the removal of the barriers to equity, diversity, and inclusivity. I am requesting the Board consider the amount of \$6,000 to support the Mankato Area Foundation 2022 Equity, Diversity, and Inclusivity Climate 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)		
Approved by County Attorney's Office: ☐ Yes ☐ No ☒ N/A		
ACTION REQUESTED:		
Approval of the funding assistance to the MAF for the Equity, Diversity, and Inclusivity Climate Study. +		
FISCAL IMPACT: NOT in current budget (Select One) If "Other", specify	FUNDING County Dollars = \$6,000 Other (Select One)	
FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	Total	\$6,000

Equity, Diversity & Inclusivity Climate Study **PROPOSAL**

For:



MANKATO AREA
FOUNDATION



Building Equitable and Inclusive Communities

December 6, 2021

**INTERCULTURAL
COMPETENCE
EDGE**



I. Background

The Mankato/North Mankato metropolitan area encompasses Blue Earth, Nicollet, and Le Sueur counties. Mankato and North Mankato have a combined population of 57,487, according to the 2020 census estimates. It is an area steeped in a rich history of caring for its inhabitants, which the community wants to continue as it becomes more culturally diverse. The city of Mankato states in the diversity section of its website,

“The City of Mankato values all residents and places a priority on providing services without regard to race, background, gender, age, preference, or choice. Mankato continues to evolve and grow, and equity and inclusion are essential for community success.”

In order to live up to this value, the two cities are seeking to better understand their diverse population by conducting an equity, diversity, and inclusivity (EDI) climate study.

The Mankato Area Foundation has been asked to lead these efforts. The role includes contracting a consultant firm, overseeing the study, and serving as the project’s overall coordinator. To that end, Nancy Zellek, President and CEO, Mankato Area Foundation, reached out to Intercultural Competence Edge, Inc. (IC Edge) for a proposal.

IC Edge has put two of its most experienced partners on this project—Dr. Naomi Ludeman and Natela Jordan, MA—to meet this critical need set. Both bring a rich background in research, community relations, inclusion & equity scholarship, and data tabulation. Our team at IC Edge believes a comprehensive study that emphasizes gathering the voices of the historically underrepresented communities will provide the most insight to each organization and stakeholder involved. These communities can often be the hardest to reach and interact with, so the team will spend extra time building key relationships and trust to capture their voices.

II. Organizations Involved

The Mankato Area Foundation will lead this project. Community partners include the following organizations, with additional key area organizations contributing to the project:

1. Mayo Clinic Health Systems
2. City of Mankato
3. City of North Mankato
4. Blue Earth County
5. Independent School District 77
6. Minnesota State University, Mankato

IC Edge aims to ensure the climate study will provide all partners with the information needed to modify and potentially pivot their programs to serve all communities equitably.

IV. Plan for EDI Climate Study

Intercultural Competence Edge deeply understands the importance of the Equity, Diversity, and Inclusivity Climate Study. Given the growth in the diversity of the population in the Mankato/North Mankato area, all agencies seek to ensure they are providing services using an equity lens. This goal is nearly impossible if agencies do not fully comprehend the increasingly diverse population's culture, needs, and issues. Therefore, this study is of paramount importance to set the stage for community understanding, outreach, and service to move closer to its values and aspirational mission and vision.

Given IC Edge's appreciation of the essential nature of this EDI climate study, we invested time in developing a comprehensive plan to deliver a reliable and valid study and descriptive analysis based on the data gathered, along with community recommendations based on what we learn. We know the plan will evolve and change as we learn more from the partners and communities. IC Edge is committed to listening, learning, and expanding our knowledge as the study progresses. To achieve stakeholder goals, IC Edge proposes the following six-phase plan.

PLAN PHASES:

Phase One: Investigation (January – March 2022)

This phase will determine the scope of the study and identify key research questions and themes.

- A. Identify descriptive statistics (demographic, population, economic development, etc.) for study background.
- B. Gather information from project partners (local institutions, government, for-profit companies, and nonprofit organizations).
 - Brainstorming sessions about essential issues and definitions to include in the study
 - A brief survey of partner organizations
- C. Interview 10-15 community leaders to identify major themes and issues for the study.
 - Develop participants' profiles
 - Develop a semi-structured interview guide
 - Identify (with the help of project partners) and recruit interview participants
 - Interview and record community leader/participant interviews
 - Transcribe and code the data
 - Synthesize data and identify major themes and issues about the study

D. Partner Equity, Diversity, and Inclusion Training Session (three-hour virtual session)

- To create shared meaning and common language
- Develop clear expectations
- Align needs from the study

Phase Two: Study Methodology and Instrument Design (February-April 2022)

Using the information, themes, and issues identified in the Investigation phase, IC Edge will identify and finalize the study methodology and analytical framework. The proposed analytical framework will mix research methodologies. It will combine quantitative and qualitative research methods, interviews (from Phase One), surveys, and focus groups.

The survey design will be informed by the findings of the investigation phase. We will launch the survey ahead of the focus groups and open it to the focus group participants.

The survey will include a combination of multiple-choice and open-ended questions with a range of 20-25 total questions to gather participants' perceptions and experiences related to equity, diversity, and inclusivity in their community.

The goal is to collect 300 to 350 responses. The proposed number of focus groups for this study is three, 60–90-minute focus groups with 7 to 10 participants each. We can adjust this number if data saturation¹ still needs to be achieved and new themes continue to emerge during the last focus group.

A. Survey

- Identify survey platform (proposed/preferred Survey Monkey) and secure subscription/account access
- Draft survey themes, questions, and sequence
- Collect and incorporate feedback from project partners
- Draft full survey online
- Field-test survey with a small group of 10-15 respondents, including partners and the lead partner
- Finalize survey, including feedback, field-test results, graphics, etc.

¹ Data saturation refers to **the point in the research process when no new information is discovered in data analysis**, and this redundancy signals to researchers that data collection may cease.

B. Virtual Focus Group

- Develop focus group protocol (including the number of focus groups, duration, sequence, themes, and questions)
- Develop participant profile
- Collect and incorporate feedback from project partners and client
- Develop a detailed focus group script
- Identify and secure equipment for conducting and recording virtual focus groups
- Identify facilitator/s

Phase Three: Communications, Marketing, and Recruitment² (January-September 2022)

This phase is ongoing and concurrent with other phases as it will focus on *communications* among the partners and *outreach and recruitment efforts* in the broader community.

- Through communication with project partners, develop a marketing plan with dates for interviews, survey launch, and virtual focus groups, as well as available platforms and partners to assist in promotion/recruitment and implementation
- Collaborate/communicate with partner/project coordinator to follow or modify the plan as needed
- Identify and obtain participation rewards
- Collect any collateral materials (language, images, logos, graphics, etc.) for use in promotional and recruitment materials
- Develop promotional/recruitment flyers
- Share flyers and promotional information with partners and lead partner to post on social media and hard copies to distribute in the community
- Distribute paper copy flyers throughout the community and enter results online
- Collect feedback from project partners and lead partner
- Recruit 10-15 interview participants
- Recruit 7-10 participants for each focus group
- Invites and follow-ups with participants pre- and post-focus group convening
- Conduct prize (gift card) drawings and communicate with winners
- Distribute participation rewards (gift cards)

² Concurrently with some elements of Phase 2 and Phase 4

Phase Four: Implementation (April- June 2022)

- Launch and monitor survey (April-June)
- Review script with focus group facilitators
- Conduct and record three focus groups (May-June)
- Transcribe focus groups' sessions
- Analyze transcriptions; identify common themes. (Determine if additional focus groups are needed after the third focus group and communicate with partners accordingly.)

Phase Five: Data Analysis and Report (June - September)

This phase will combine, analyze, synthesize, and reflect upon the interviews, survey, and focus group data. It will also include producing the final report and presenting it to the partners and clients.

The data analysis process will apply the end-user strategy of documenting data patterns observed to identify common themes in community *perceptions* and *experiences* of equity, diversity, and inclusivity in Mankato/North Mankato. The report will include recommendations for community partners to address these identified issues. These recommendations will be based on data analysis and best practices learned from comparative contexts.

- Develop a background section of the report to include descriptive statistics, brainstorming sessions, and a survey with the partners
- Develop a narrative of major themes and patterns from the interviews
- Analyze survey results, extract data and images to highlight major points; create a narrative of major themes and findings
- Develop a narrative of common themes and findings from the focus groups
- Synthesize themes and patterns from all phases
- Develop a list of major themes and recommendations gathered from all phases
- Develop recommendations to community partners to address issues discovered
- Identify images, charts, appendices to include in the report
- Assemble and proofread report
- Present information to the project partners and client

V. Investment

Service	Total Cost
Phase One: Investigation	\$18,750 - \$22,500
Phase Two: Study Methodology & Instrument Design - Survey	\$15,000 - \$18,750
Phase Two: Study Methodology & Instrument Design - Virtual Focus Groups	\$11,250 - \$13,125
Phase Three: Communications, Marketing, and Recruitment	\$18,750 - \$22,500
Phase Four: Implementation	\$7,500 - \$9,375
Phase Five: Data Analysis and Report	\$22,500 - \$26,250
Other Cost: Focus Group Participant incentive, survey promotional burst, Travel (mileage only)	\$3,000 - \$4,500
Total Investment	\$96,750 - \$117,000

Budget Notes:

Payment terms: Three Payments:

January 31, 2022 = \$40,000

April 29, 2022 = \$40,000

August 31, 2022 = \$37,000

VI. Intercultural Competence Edge Advantage

- ✓ Experienced and accomplished researchers, educators, and facilitators
- ✓ Excellent project management and community engagement skills
- ✓ Experiential learning methodology to help the learner internalize key concepts
- ✓ Minority-owned company with several decades of corporate, educational, and global experience that brings theory and practice together

VII. The Team

Listed below are the partners who will work on this project. IC Edge will bring in additional expertise as needed. We always seek to use the top experts on any topic.



Michael D. Carter

Michael Carter is the founder and CEO of Intercultural Competence Edge, a diversity, equity, and inclusion firm that focuses on delivering high-quality intercultural competence education. Michael teaches that we allow diversity, equity, and inclusion to flourish within our organization once we shift our mindsets to a more interculturally competent orientation. His primary responsibility is to collaborate with organizations in their diversity, equity, and inclusion journey and match them with the right educational partner. Michael is also an experienced facilitator of intercultural competence

training and teaches frequently.

Michael has been involved in diversity and inclusion work for over 30 years. Prior to starting Intercultural Competence Edge, Michael spent 25 years at the 3M Company. While at 3M, he headed the 3M Industrial Sector's most significant initiative to increase its intercultural competence through educational workshops. Michael has also been honored to serve on or lead corporate diversity steering committees, task forces, and employee affinity groups. In April 2016, he received the President's Circle Award for contributions to the 3M Company's African American Network.

Michael earned a Bachelor of Science in business from Syracuse University and an MBA from the University of Rochester in Rochester, New York. Although he spent many years as a successful sales and marketing professional, he moved into the DEI field because of his passion for studying and teaching intercultural competence. Michael is a Qualified Administrator of the Intercultural Development Inventory® (IDI). This assessment tool enables individuals and organizations to learn more about their level of intercultural competence and then improve their ability to bridge differences. Over the years, Michael has developed many training tools and exercises that help workshop participants to understand and become comfortable with the concepts of intercultural competence, equity, and inclusion. He is a frequent speaker and panelist on DEI topics, including racial equity, with his trademark "Ask Me Anything" approach to honest and productive workplace and civic dialogue.



Natela Jordan, MA, MPA

Natela Jordan has over two decades of local, national, and international experience leading innovative education, capacity-building, and community engagement projects focusing on equity and inclusion. Her passion for equity and the common good, and blend of education, research, and nonprofit management experience, allows her to collaborate on a wide range of projects, including intercultural development, program and curriculum development, qualitative research and climate studies, communications, social media, and more.

Natela is an independent consultant and an inspired generalist who works with organizations and individuals on a wide range of projects focusing on equity and inclusion, education and advocacy, and organizational development. Her diverse skill set includes qualitative research and evaluation, writing and report production, teaching, training, and content development (including online courses), communications, stakeholder outreach and engagement, policy analysis, and more.

Natela holds a master's degree in Public Affairs from the University of Minnesota Humphrey School of Public Affairs (Public and Nonprofit Management in Leadership) and a master's degree in Human Rights/Legal Studies from Central European University in Budapest. Natela has over 15 years of local, national, and international experience leading innovative education and community engagement projects. Before embarking on an independent consultant career in 2019, Natela led university-community partnerships at the University of Minnesota Law School/Human Rights Center (2006-2016) and managed planning, research, and teaching projects on racial inequalities, diversity, and public policy at the Humphrey School (2016-2018). She is additionally a Qualified Administrator of IDI (Intercultural Development Inventory, IDI LLC).



Dr. Naomi Ludeman

The colleagues and clients of Dr. Naomi Ludeman describe her as a proven professional with a keen and creative ability to listen and then deliver relevant training and coaching programs. She customizes training to meet each client's unique setting and goals while offering her 30-plus years of research and experience to pursue a measurable impact. Committed to incorporating intercultural learning with leadership development, Naomi has worked with an array of organizations and levels of employees. She has coached and trained c-suite executives to mid-level supervisors, rural and agricultural innovators and leaders, higher education customer service specialists, faith-leaders serving in

rural, urban, and suburban settings, nonprofit community development stakeholders, entrepreneurial professionals, and key regional leaders. Her experience is domestic and international. Ludeman's personal vision statement is to impact peace and champion human dignity.

Naomi recently designed and administered a Bush Foundation grant-based program for the nonprofit Aberdeen Area Diversity Coalition in Aberdeen, SD. This vital leadership program's outcome was developing strategies to be a constructive partner in the community amid demographic changes with the influx of immigration laborers and families.

Active on the national stage, Ludeman has been a presenter and panelist at the Shoulder to Shoulder and the Islamic Society of North America 2019 Annual Convention, Houston; the American Islamic Congress Institute for Global Engagement and the Telos Group; the Northern State University Center for International Business Annual Conference; Society for Intercultural Education, Training & Research-USA Annual Conferences; and President Obama's White House Interfaith and Community Service Challenge Convening at Georgetown University. Recognized for her collaborative leadership and ability to bridge cultures, she participated as an invited member of the Middle East delegation to the National Prayer Breakfast in 2011, Washington, DC.

Dr. Ludeman has served as a national board member for the Society of Intercultural Education, Training and Research (SIETAR-USA) with oversight of the Professional Development offerings. She is a Qualified Administrator of the Intercultural Development Inventory® (IDI), the Intercultural Conflict Styles Inventory® and the Cerny Smith Assessment®. She is also a Gallup-trained facilitator of the Clifton StrengthsFinder. She has been involved in community development partnerships in the US and Ukraine; she has lived in Jordan, designed curriculum, won clients, and trained Jordanians for Global Professionals, LLC. She has traveled, studied, and directed

programs in Ukraine, Ireland, New Zealand, Dominican Republic, Argentina, Paraguay, Guatemala, Malaysia, Thailand, China, and India.

A trainer, coach, panelist, speaker, and writer, Dr. Ludeman holds several degrees: an M.Ed. in Educational Leadership and Curriculum Development, an MA in Global Studies, and a Doctor of Ministries in Global and Contextual Leadership from Bethel University and Seminary. In addition, she earned Intercultural Foundations and Intercultural Practitioner certificates from the Intercultural Communication Institute, where she also served as a Fellow. The Federation of Christian Ministries ordains Dr. Ludeman for chaplain ministry in clinical health settings



Lori Crever

Lori Crever is Director of Strategic Partnerships at Intercultural Competence Edge, an award-winning diversity, equity, and inclusion (DEI) firm focused on delivering cutting-edge consulting, education, and organizational strategy services. IC Edge employs intercultural competence awareness and skills development to improve the recognition and management of *difference*.

Prior, Lori served as communications and employee engagement programs manager for two decades with the Wells Fargo International Group. She conceived of and led innovative programs ranging from cross-cultural mentoring to shepherding Wells Fargo's entry into the global poverty eradication movement known as micro-lending. Lori facilitated team member exchanges with economic development offices in Colombia, India, and China in this function.

Lori is a business professional steeped in the humanities. As a fine arts official, she has viewed and judged over 8,000 high school speech and one-act play presentations, aiding students to overcome stage fright and convey their ideas, objective understanding, and artistry. A standout in Lori's corporate resume was overseeing a formal mentor program that helped hundreds of people to expand their careers. Lori designed and delivered training on mentoring know-how and establishing cross-cultural rapport. Her methodology and several case studies are the subject of her book, *Protégé Power: A Roadmap to Mentorship*.

At Intercultural Competence Edge, Lori works to uncover needs and collaborate with each client on their unique DEI journey. Lori follows and embodies the IC Edge philosophy that once we shift our mindsets to a more interculturally competent orientation, we can succeed in allowing diversity, equity, and inclusion initiatives to flourish.

Lori has a degree in communications and theater from the University of Minnesota. She is a past urban charter high school board member, *Introduction to Implementing Human Rights into Organizational Leadership* course instructor, and trainer of corporate social responsibility

professionals in Tokyo. When not collaborating on workplace issues of equity and inclusion, Lori performs improvisational comedy and frequently participates in poetry and storytelling events.

VIII. Signatures

Agreed to by:

For Intercultural Competence Edge, Inc.:

Sign: Michael D. Carter

Name: Michael Carter

Title: CEO

Date: December 6, 2021

For Mankato Area Foundation

Sign: _____

Name: _____

Title: _____

Date: _____

Nicollet County Board of Commissioners
Board Meeting Agenda Item



Agenda Item: Minnesota Main Street Revitalization Fund Grant Letter of Support					
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: 02/22/2022 Item Type: Regular Agenda (Select One) Attachments: ☒ Yes ☐ No				
County Strategy: Programs and Services - deliver value-added quality services (Select One)					
BACKGROUND/JUSTIFICATION: Consider the attached Letter of Support for Greater Mankato Growth's application for the Minnesota Main Street Economic Revitalization Fund grant application. This program will grant funds to nonprofit partner organizations to fund 30% matching grants up to \$750,000 and guaranteed loans up to \$2,000,000 to eligible recipients for eligible projects that are designed to address the greatest economic development and redevelopment needs that have arisen in communities across Minnesota since March 15, 2020.					
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:					
<table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: No fiscal impact (Select One) If "Other", specify: </td> <td style="width: 50%; vertical-align: top;"> FUNDING County Dollars = State (Select One) Total: </td> </tr> <tr> <td style="vertical-align: top;"> FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments: </td> <td></td> </tr> </table>		FISCAL IMPACT: No fiscal impact (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:	
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FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease," specify: Related Financial/FTE Comments:					

February 22, 2022

Mr. Steve Grove, Commissioner
Minnesota Department of Employment and Economic Development
1st National Bank Building
332 Minnesota Street, Suite E200
St. Paul, MN 55101

Re: Support for Minnesota Main Street Economic Revitalization Fund Application

Dear Commissioner Grove:

On behalf of Nicollet County, I write to express our full support for Greater Mankato Growth's (GMG) Minnesota Main Street Economic Revitalization Fund grant application to support commercial development in the greater Mankato area. The greater Mankato area has been impacted by the COVID-19 pandemic. As a result, the greater Mankato area has seen an increase in commercial business closures and vacant parcels, particularly in the downtown central business districts and along major corridors. This impact is significant with minority-owned businesses. The GMG proposes to provide grants to local businesses and property owners for the revitalization of buildings and vacant parcels effected by the economic impacts of COVID-19 in our community.

Nicollet County provides the foundation for a vibrant community to five cities, thirteen townships, and approximately 34,000 residents in southern Minnesota. Nicollet County supports the GMG's Main Street Economic Revitalization funding request because closures and vacancies resulting from the impacts of COVID-19 threaten the greater Mankato area tax base and economic vibrancy; investment in the identified application areas will help put area citizens back to work, including minority residents, whose employment was disproportionately impacted; small grants will help property owners to ready strategic sites located in the greater Mankato area for new commercial and residential use; the GMG is well-positioned to partner with local businesses and property owners to help grow investment and jobs in the greater Mankato area.

Again, Nicollet County fully backs the GMG in their efforts to help bring back local businesses and jobs to the Mankato area. Please give the highest consideration for GMG's grant application.

Sincerely,

Marie Dranttel
Chair, Nicollet County Board of Commissioner

Mission Statement

Providing efficient services with innovation and accountability.

Vision Statement

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

Core Values

Leadership. Integrity.
Accountability.
Efficiency. Innovation.

OFFICIAL PROCEEDINGS OF THE NICOLLET
COUNTY DRAINAGE AUTHORITY
FEBRUARY 8, 2022

The Nicollet County Drainage Authority met in regular session on Tuesday, February 8, 2022, at 9:55 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, County Attorney Michelle Zehnder Fischer, and Recording Secretary Sarah Frahm.

Consent Agenda

Motion by Commissioner Morrow and seconded by Commissioner Luepke to approve the consent agenda items as follows: approval of the January 25, 2022 Drainage Authority minutes. Motion carried with all voting in favor.

CD79 Public Hearing on the Final Acceptance of the Improvement Project

The Public Hearing was opened at 10:00 a.m. Chris Adams, an engineer with ISG, shared a PowerPoint of the Final Acceptance Report. The report went over the work that had been done, the timeline of the final work, and cost estimates. The work did not get completed by the contract end date, so liquidated damages were assessed at \$400 per day after that date. The original amount of payment was estimated at \$77,885.00 and \$14,000 was subtracted from this amount due to not finishing on time. The recommendation was to pay the remainder out to Molnau Trucking and close the project.

The public comment portion was opened and three members of the public came before the Board to express concerns. Ronnie Cordes, a Nicollet County landowner, had concerns about water not draining on his property due to spoils not being leveled. He also had issues with where the rocks were placed in his yard for the spillway. He mentioned that Chuck Brandel from ISG spoke with him previously and said he would send someone out to fix the dirt work on his property. Ronnie feels the project should not be closed until these issues are fixed.

Johanna Menk, also a Nicollet County landowner, shared her concerns regarding the levy and ditch benefit amounts. She rents out her land and feels the project does not benefit her directly. Director Kopet mentioned there were opportunities to appeal the decisions of the redetermination, but these benefits have now been set and are unable to be changed.

Gerald Fitzner also came before the Board to ask if the project will be recorded as entering into Swan Lake where the ditch ends. Chris Adams from ISG replied that his understanding was that the ditch went through DNR wetland all the way to the outlet.

After all public comments were received, there was a brief five-minute recess by the Drainage Authority. At 10:26, the meeting was reopened and a decision was made to recess the public hearing until March 8, 2022 at 10:00 a.m. The Drainage Authority requested that Mr. Chuck Brandel from ISG attend that meeting. No motion for approval was made.

CD86A Lametti & Sons Contract Extension Request

Jacob Rischmiller from ISG came before the Board to present the contract extension for Lametti & Sons on the CD86A improvement project for February 28th. There were delays in electrical parts for the project. Lametti & Sons received an updated timeline on the shipping of these parts, and stated the work would be completed by February 28, 2022. Motion by Commissioner Morrow and seconded by Commissioner Kolars to approve the contract extension for Lametti & Sons. Motion carried with all voting in favor, with Luepke abstaining.

Adjourn

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

Chair Dranttel adjourned the meeting at 10:41 a.m.

MARIE DRANTTEL, CHAIR
BOARD OF COMMISSIONERS

ATTEST:

MANDY LANDKAMER
CLERK TO THE BOARD

DRAFT

**Nicollet County Drainage
Authority Meeting
Agenda Item**



Agenda Item: Set Hearing Date for CD48A Repair Project				
Primary Originating Division/Dept.: Public Services Contact: Jaci Kopet Title: PPSP Director Amount of Time Requested 5 minutes Presenter: Jaci Kopet Title: PPSP Director	Meeting Date: 02/28/2022 Item Type: Regular Agenda (Select One) Attachments: ☐ Yes ☒ No			
County Strategy: Programs and Services - deliver value-added quality services (Select One)				
BACKGROUND/JUSTIFICATION: I would like to set a public hearing for a potential repair project on CD48A for March 22, 2022 at 10:00 am. Background: On July 13, 2020 the Nicollet County Board of Commissioners ordered the reestablishment of public drainage system records for Nicollet County Ditch (CD) 48A. During the process of reestablishing records, a field survey and inspection of the channel demonstrated that the effectiveness of the outlet for agricultural drainage has diminished from its as-constructed and subsequently improved condition (ACSIC) and needs maintenance work. Portions of the open channel ditch are partially filled with sediment, a downstream culvert is heaved and likely restricting flow, and water elevations in the ditch are above the downstream outlet elevation. Nicollet County, in its role as Drainage Authority, has contracted with Houston Engineering (HEI) to prepare a repair report for the open channel ditch. The purpose of this repair is to provide a description				
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: Approval				
<table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> FISCAL IMPACT: Other (Select One) If "Other", specify FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments: </td> <td style="width: 50%; vertical-align: top;"> FUNDING Drainage Authority Dollars = Grant (Select One) Total </td> </tr> </table>			FISCAL IMPACT: Other (Select One) If "Other", specify FTE IMPACT: No FTE change (Select One) If "Increase or "Decrease" specify: Related Financial/FTE Comments:	FUNDING Drainage Authority Dollars = Grant (Select One) Total
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