STEELE COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA

Administration Center - 630 Florence Avenue – Owatonna, MN 55060

Steele County's Mission:
Driven to deliver quality services in a respectful and fiscally responsible way.

TUESDAY, MAY 28, 2024, AT 4:00 PM
County Boardroom, Steele County Administration Center

Agenda

1. Call to Order
2. Renew Annual County Boat and Water Safety Grant Contract Agreement
3. Annual Equitable Sharing Agreement
4. GIS Technician IT Equipment from the Compliance Fund
5. Renew Blooming Prairie County Club Wine and 3.2 beer licenses
6. Owatonna School Reunification Use Agreement & COI
7. County Engineer recruitment
8. Employment Agreement for the new County Administrator
9. Board of Appeals and Equalization: June 18th at 7:00 p.m.
10. AMC Fall Meeting: Monday, October 21 – District 9, Steele County
11. Other Business

Presentation:

CyberSecurity – Denver Event(10 minutes)
Dave Purscell, IT Director

Adjourn

Disclaimer: This agenda has been prepared to provide information regarding an upcoming meeting of the Steele County Board of Commissioners. This document does not claim to be complete and is subject to change.

Steele County
Agenda Item

Request for Board Action

Subject: Boat & Water Safety Grant Agreement

Department: Choose an item.

Committee: Choose an item. **Committee Meeting Date:** Enter a date.

Work Session Date: May 28, 2024 **Board Meeting Date:** May 28, 2024

Consent Agenda: ☐ Yes ☐ No **Resolution:** ☐ Yes ☐ No

Policy Committee Recommendation:

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Recommendation:

Approve the 2024 Boat & Water Safety Grant Agreement in the amount of $3,264 and authorize the Chair and Sheriff to sign.

Background *(Including Budget Impact)*:

The Sheriff's Office has been allocated $3,264 for the 2024 Boat & Water Safety Grant. In order to fulfill the grant application, we are in need of signatures from both the Board Chair and the Sheriff. The entire grant amount will be used to reimburse personnel costs for our security presence at Beaver Lake.

Attachments:

Grant Agreement

DEPARTMENT OF NATURAL RESOURCES

2024 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract# 244847 **PO#** 3-249210

State Accounting Information:

Dept. ID	PC Bus. Unit	Fiscal Year	Source Type	Vendor Number
R29	R2901	2024	State	0000197345-001

Total Amount	Project ID	Billing Location	UEI
$3264	R29G70CBLA22	R297000221	HL8DTMNGN5T5

Accounting Distribution:

Fund	Fin. Dept. ID	Appropriation ID	Category	Account	Activity
2100	R2937714	R297400	84101501	441302	A7CG002

Grant Begin Date	Grant End Date
January 1, 2024	June 30, 2025

Grantee Name and Address:
Steele County Sheriff's Office
204 E. Pearl St.
Owatonna, MN 55060

Payment Address:
(where DNR sends the check)
Steele Co. Treasurer
630 Florence Ave.
Owatonna, MN 55060-0890

2024 STATE OF MINNESOTA
ANNUAL COUNTY BOAT AND WATER SAFETY
GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Steele County Sheriff's Office, 204 E. Pearl St., Owatonna, MN 55060, (HL8DTMNGN5T5) ("Grantee"). The payment address for this grant contract agreement is Steele Co. Treasurer, 630 Florence Ave., Owatonna, MN 55060-0890.

Recitals

1. Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.
2. The State is in need of Sheriff's duties to carry out the provisions of Chapter 86B and the Boat and Water Safety Rules, hereinafter referred to as the "Minnesota Rules", including patrol, enforcement, search and rescue, watercraft inspection, issuance of temporary structure & event permits, waterway marking and accident investigation, all hereinafter referred to as the "Sheriff's Duties".
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement 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 Agreement

1 Term of Grant Contract Agreement

1.1 ***Effective date***: January 1, 2024 or the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for 2024 grant expenditures incurred back to effective date. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Reimbursements will only be made for expenditures made according to the terms of this grant contract agreement.

1.2 ***Expiration date:*** June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.

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

2 Grantee's Duties

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

Provide county sheriff services for boat and water safety activities. As stated in Minnesota Statute § 86B.701, the Grantee will submit to the State a spending plan (Exhibit "A", which is attached and incorporated into this grant) along with this form to carry out the Sheriff's Duties. Boat and water safety activities are those outlined in Minnesota Statutes § 86B, Minnesota Rules, Chapter 6110, search and recovery operations in the waters of the State and the portions of Chapter 169A that are applicable to motorboats. Exhibit "B", which is attached and incorporated into this grant further defines the allowable expenditures. 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.

The grantee will comply with required grants management polies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a)(1), and 2CFR 200.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing. Exhibit "B", which is attached and incorporated into this grant further defines reporting requirements.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, 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 agreement as follows:

(a) ***Compensation.*** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the grant up to Three thousand two hundred sixty four dollars.

(b) ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed Three thousand two hundred sixty four dollars.

(c) *Match: Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without written authorization from the State's Authorized Representative.*

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. Submit **one** invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first in a form prescribed by the State within the dates previously noted in "Term of Grant Contract Agreement" in this contract.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp

(c) The grantee agrees if it subcontracts any portion of the project to another entity, the agreement with the subcontractor will contain all applicable provisions of the agreement with the state. The grantee also agrees to comply with 2 CFR 200.318-3321 and 2 CFR 200.323-326.

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.

6 Authorized Representative

The State's Authorized Representative is Adam Block, Boating Law Administrator, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, adam.block@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. 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 Lon Thiele, Steele County Sheriff's Office, 204 E. Pearl St., Owatonna, MN 55060. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

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

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

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

7.4 ***Grant Contract Agreement Complete.*** This grant contract agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, 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 agreement 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 agreement.

9 Audits (State and Single)

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 contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract 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.

If the grantee expends $750,000 or more of Federal awards in a fiscal year, they must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit and Administrative Awards Requirements for Federal Awards. This is $750,000 in total Federal awards received from all sources. The grantee will forward a copy of the audit report to both the State's Authorized Representative and the State Auditor.

10 **Government Data Practices and Intellectual Property**

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 agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. 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 agreement 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 agreement. 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 agreement. Venue for all legal proceedings out of this grant contract agreement, 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.*** *(a)* The State may immediately terminate this grant contract agreement 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.

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

14.2 ***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.

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.

16 **American Disabilities Act**

The Grantee is subject to complying with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.

17 **Non-Discrimination Requirements**

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

(b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

(c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

(e) Any other applicable non-discrimination law(s).

18 **Invasive Species Prevention**

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area.

The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

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

19.1 The prospective lower tier participant certifies, by submission of this grant contract agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

19.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract agreement.

20 **Whistleblower Protection Rights**

41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (*c*), in all subawards and in contracts over the simplified acquisition threshold related to this award.

Attachments:

__________A. State Boat Grant Contract Agreement
__________B. Exhibit A
__________C. Exhibit B
__________D. Conflict of Interest Disclosure

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes §' 16A.15.

Signed: Pamela D. Brisson Digitally signed by Pamela D. Brisson Date: 2024.03.13 11:08:39 -05'00'
244847

SWIFT Contract # ______________________

Purchase Order # 3-249210

3. STATE AGENCY: NATURAL RESOURCES

By: ______________________
(With delegated authority)

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

By: ______________________

Title: ______________________

Date: ______________________

Distribution:
1. DNR - OMBS
2. Grantee
3. State's Authorized Representative

By: [signature]

Title: Sheriff

Date: 05-16-2024

Exhibit A

COUNTY BOAT AND WATER SAFETY
2024 BUDGET SPENDING PLAN
(January 1, 2024 - June 30, 2025)

MN DNR - Enforcement Division
Boat & Water Safety
500 Lafayette Road
St. Paul, MN 55155-4047
E-mail: kelly.affeldt@state.mn.us
Kelly Affeldt phone #: 651-259-5361

STEELE
County
KAREN MEIER
Contact Name
507-444-3805
Contact Phone

GROUP I - PERSONNEL	Number	Amount		TOTAL
		County	State	
Full-Time				$ -
Seasonal	1.0		$ 1,600.00	$ 1,600.00
GROUP I SUBTOTALS	**1.0**	**$ -**	**$ 1,600.00**	**$ 1,600.00**

GROUP II - SUPPLIES & EXPENSES	Amount		TOTAL
DESCRIPTION -- (Itemize)	County	State	
Uniform		$ 150.00	$ 150.00
Winterize Boat		$ 250.00	$ 250.00
Fuel		$ 50.00	$ 50.00
Insurance		$ 176.00	$ 176.00
Battery		$ 295.00	$ 295.00
Supplies		$ 743.00	$ 743.00
			$ -
			$ -
			$ -
			$ -
			$ -
GROUP II SUBTOTALS	**$ -**	**$ 1,664.00**	**$ 1,664.00**

GROUP III - EQUIPMENT	Amount		TOTAL
DESCRIPTION -- (Itemize)	County	State	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
GROUP III SUBTOTALS	**$ -**	**$ -**	**$ -**

2024 STATE GRANT TOTAL	**$ -**	**$ 3,264.00**	**$ 3,264.00**

Scan and email the signed form. Send to:
kelly.affeldt@state.mn.us

"This is to certify that the state funds will be used only for purposes set forth in M.S. Chapter § 86B and that the information contained on this form is correct to the best of my knowledge."

Karen Meier 5-15-24
Signature Date

DEPARTMENT OF NATURAL RESOURCES

EXHIBIT B

ALLOWABLE EXPENDITURES & REPORTING REQUIREMENTS

2024 BOAT & WATER SAFETY STATE GRANT PROGRAM

Use these guidelines when completing the proposed Budget --- Exhibit "A" form.

GENERAL - All of the expenditures listed below must be directly related to the boat and water safety program. When personnel or equipment costs are split between general law enforcement duties and boat and water safety work, the percentage paid out of the boat and water safety account may not exceed the percentage of time the individual or piece of equipment is actually used for boat and water safety enforcement. Boat and water safety activities are those activities outlined in: 1) M.S. § Chapter 86B, 2) Minn. Rules - Chapter 6110, 3) search and recovery operations in the waters of the state and 4) the portions of Chapter 169A that are applicable to motorboats.

(SPENDING PLAN, INVOICES, ACCOUNTING and REPORTS) – Submit **one** reimbursement invoice at the end of the grant period or when all obligations have been satisfactorily fulfilled, whichever occurs first. The proposed expenditures listed on your spending plan (Exhibit A) must reasonably match both your invoice and annual year-end report. If you need to purchase or pay for something that was not on the original Spending Plan, you will need to first send in a revised plan (Exhibit A) signed by the sheriff or designee, and if approved by the State, proceed from there. The Grantee must satisfactorily submit all annual performance reports and reimbursement requests for each year of participation in this Program by the date(s) requested by the State, unless the Grantee requests an extension in writing and the State approves an extension in writing. Minnesota statutes and rules require that you have a separate account for the state boat & water safety funds.

PERSONNEL - Personnel expenses (including salary, insurance, social security, retirement, worker's compensation, etc.) for persons who are actually engaged in boating and water safety duties. Records or logs of time spent on the program are necessary to support these expenses and should be retained not less than three years. If officer hours are a part of your reimbursement, please send **one** (1) completed officer log for the time period in which reimbursement is being requested.

SUPPLIES AND EXPENSES - This includes uniforms, fuel, oil, lubricants, repairs, rental/lease costs (docks, buildings, office facilities, equipment, etc.), insurance, travel costs, training expenses and expendable supplies (fuel, rope, paint, printing, etc.). No cell phone charges will be allowed. All expenditures need to be verifiable as allowable expenditures under this grant. Items must be listed on Exhibit A (proposed spending plan) of this grant and be descriptive in nature.

EQUIPMENT - Includes boats, motors, trailers, buoys, depth locators, radios, etc. Equipment that is being used for general duties may be either charged to the boat and water safety account according to percentage of use or by mile/hour of operation. Mileage logs showing dates, odometer readings and assignment are necessary to support all vehicle use and should be retained not less than three years. If you purchase equipment and it is greater than $5,000, please submit a copy of the purchase invoice. The purchase of snowmobiles and ATVs with boat and water funds is not allowed.

County sheriff's departments are urged to contact Boat and Water Safety at the Minnesota Department of Natural Resources for a determination prior to any questionable proposed expenditure. All expenditures are subject to state audit. Be sure to keep accurate documentation and records of all expenditures.

REVISED 2024

DEPARTMENT OF NATURAL RESOURCES

Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it. There are several types of conflicts of interest.

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee *or a* grant reviewer is any situation in which *their* judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to *an immediate family member,* business, or organization with which they are involved.

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

This section to be completed by Grantee's Authorized Representative

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name: Steele County Sheriff's Office

Project Name: 2024 State Boat Grant

Legal Citation: Under Minnesota Statutes § 86B.701 & .705 the State is empowered to enter into this grant.

Authorized Representative Printed Name: Lon Thiele, Sheriff

Authorized Representative Signature/Date: ____________________

Steele County
Agenda Item

Request for Board Action

Subject: Equitable Sharing Agreement and Certification Renewal

Department: Attorney's Office

Committee: Choose an item.

Committee Meeting Date: Enter a date.

Work Session Date: May 28, 2024

Board Meeting Date: May 28, 2024

Consent Agenda: ☐ Yes ☒ No **Resolution:** ☐ Yes ☒ No

Policy Committee Recommendation:

Enter the recommendation from the Committee to the Board of Commissioners. This must be filled out for all Board Meeting agenda items. If the item did not go to a committee list as "N/A" or a reason why.

Recommendation:

Renew Equitable Sharing Agreement and Certification and authorize the Chair to sign

Background *(Including Budget Impact)*:

This is an annual form to keep the SCAO eligible to receive any federal forfeiture funds. No negative impact. This creates the opportunity to receive funds associated with criminal cases.

Attachments:

Equitable Sharing Agreement

OMB Number 1123-0011
Expires: December 31, 2024

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: MN074013A
Agency Name: Steele County Attorneys' Office **Type:** Prosecutor's Office
Mailing Address: 303 South Cedar
Owatonna, MN 55060

Agency Finance Contact
Name: Zabel, Stacey L.
Phone: 507-444-7782 **Email:** stacey.zabel@steelecountymn.gov

Jurisdiction Finance Contact
Name: Lemarr, Candi
Phone: 5074447422 **Email:** candi.lemarr@SteeleCountyMN.gov

ESAC Preparer
Name: Zabel, Stacey L.
Phone: 507-444-7782 **Email:** stacey.zabel@steelecountymn.gov

FY End Date: 12/31/2023 **Agency FY 2024 Budget:** $1,183,778.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds[1]	Treasury Funds[2]
1	Beginning Equitable Sharing Fund Balance	$2,554.60	$610.55
2	Equitable Sharing Funds Received	$0.00	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$0.00	$0.00
5	Interest Income	$0.00	$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$0.00	$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	$0.00	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$2,554.60	$610.55

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$0.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$0.00	$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$0.00	$0.00
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$0.00	$0.00
n	Salaries	$0.00	$0.00
	Total	$0.00	$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Hediger, Sheanne
Company: Baker, Tilly, Virchow, Krause, LLP
Phone: 6128764599 **Email:** sheanne.hediger@bakertilly.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☐ THRESHOLD NOT MET ☒

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Forbes, Julia A
Title: Steele County Attorney
Email: julia.forbes@SteeleCountyMN.gov

Signature: ______________________ Date: ______________________

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Abbe, Jim
Title: Chair/Board of Commissioners
Email: jim.abbe@SteeleCountyMN.gov

Signature: ______________________ Date: ______________________

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Steele County Agenda Item

Request for Board Action

Subject: Compliance fund: GIS Technician I.T. equipment

Department: GIS

Committee: Choose an item. **Committee Meeting Date:** Enter a date.

Work Session Date: May 28, 2024 **Board Meeting Date:** May 28, 2024

Consent Agenda: ☐ Yes ☐ No **Resolution:** ☐ Yes ☒ No

Policy Committee Recommendation:

N/A

Recommendation:

Approve the expenditure of $3,534.67 from the Recorder's Compliance Fund to purchase two monitors, a mobile workstation and dock for the GIS Technician position.

Background ***(Including Budget Impact)*****:**

I.T. equipment is needed for the new GIS Tech position. There is no budget impact as the Recorder's Compliance Fund will be utilized for this purchase.

Attachments:

Price Summary

Price Summary

		Qty	Unit Price	Subtotal
	**Dell UltraSharp 27 Monitor - U2724D**	**2**	**$479.99**	**$595.18**
Contract Code: C000001145017				
Premier Discount		−24.14		
	**Dell Performance Dock- WD19DCS**	**1**	**$449.99**	**$269.99**
Contract Code: C000001145017				
Premier Discount		−11.26		
	**Precision 5690**	**1**	**$5,339.00**	**$2,669.50**
Contract Code: C000001145017				
Premier Discount		−213.56		

Subtotal:	**$3,534.67**
Shipping &/or Handling:	**$0.00**
Non-Taxable Amount:	**$3,534.67**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total (USD):	**$3,534.67**

Need Help?

We're here to answer any of your Order Support questions. Contact Us.

CONNECT WITH DELL:

Steele County
Agenda Item

Request for Board Action

Subject: On-Sale 3.2 Beer and Wine License for Blooming Prairie Country Club

Department: Property Tax & Elections

Committee: **Committee Meeting Date:**

Work Session Date: May 28, 2024 **Board Meeting Date:** May 28, 2024

Consent Agenda: ☐ Yes x No **Resolution:** ☐ Yes x No

Policy Committee Recommendation:

Recommendation:

Approve the On-Sale 3.2 Beer License and Wine License for Blooming Prairie Country Club

Background *(Including Budget Impact)*:

This is an annual request for On-Sale 3.2 Beer License and Wine License. The applicant has received consent from the appropriate Township Board, has the required authorized signatures and has provided the Certificate of Insurance.

Attachments:

N/A

Steele County
Agenda Item

Request for Board Action

Subject: Owatonna School District Facility Use Agreement

Department: Emergency Management

Committee: Public Safety & Health **Committee Meeting Date:** March 28, 2023

Work Session Date: May 28, 2024 **Board Meeting Date:** May 28, 2024

Consent Agenda: ☐ Yes ☐ No **Resolution:** ☐ Yes ☐ No

Policy Committee Recommendation:

.

Recommendation:

Staff recommends approving the Owatonna School Reunification Use Agreement with the Four Seasons and the Board authorizes the Administrator to sign.

Background *(Including Budget Impact)*:

Emergency Management Director, Kristen Sailer and Four Seasons Director, Steve Schroht presented the Four Seasons Reunification Facility Agreement draft between ISD 761 and the Four Seasons Centre in a Work Session on March 28, 2023. This agreement would provide the use of the Four Seasons Centre after an emergency occurs where they must reunify parents with students. The Commissioners provided input regarding the agreement. Main concern was for the safety of the children. Review of insurance coverage for interruptions based on catastrophic event MCIT would consider claims to cover interruptions. MCIT would also consider insurance coverage for lost revenue. Request the County Administrator be approved to sign agreement.

Attachments:

Facility Use Agreement

Certificate of Insurance from School District

PROCEEDINGS OF THE STEELE COUNTY BOARD OF COMMISSIONERS

SPECIAL SESSION March 28, 2023

STATE OF MINNESOTA)
)ss
COUNTY OF STEELE)

The Steele County Board of Commissioners held a Work Session at 3:30 p.m. on March 28, 2023, with Commissioners Abbe, Krueger, Brady, Glynn, and Gnemi present. Also present were Human Resources Director Julie Johnson, Emergency and Safety Director Kristen Sailer, Four Seasons / Park & Rec Director Steve Schroht, County Treasurer Cathy Piepho, Assessor Tom Reineke, IT Director Dave Purscell, Facilities and Fleet Director Jake Rysavy, Sheriff Lon Thiele, Chief Deputy Sheriff Scott Hanson, Detention Center Administrator Anthony Buttera, Assistant County Attorney II Tazio Lombardo, County Administrator Scott Golberg and Executive Administrative Assistant Rebecca Kubicek.

Emergency Management Director, Kristen Sailer and Four Seasons Director, Steve Schroht presented the Four Seasons Reunification Facility Agreement draft between ISD 761 and the Four Seasons Centre. This agreement would provide the use of the Four Seasons Centre after an emergency occurs where they must reunify parents with students. The Commissioners provided input regarding the agreement. Main concern was for the safety of the children. Recommend a review of insurance coverage for interruptions based on catastrophic event. Insurance coverage for lost revenue was discussed. Recommended no charge for use.

Administrator Scott Golberg introduced the discussion of the Sheriff's Office addition/ Renovation and history of the Master Plan. The date of October 2022 was confirmed as "approval of developing a schematic for the Sheriff's Office Addition to the Detention Center". Facilities and Fleet Director Jake Rysavy covered operations efficiencies and savings. Jake Wollensak from Wold Architects discussed the plans of the addition and renovations. Discussion regarding how to lower costs through the upcoming phases was discussed. County Treasurer Cathy Piepho presented the Budget Overview and Impact for the Sheriff's addition/renovation with additional information as requested. Item will be brought forward to the Board Meeting for a vote.

Meeting was adjourned at 4:41 p.m.

____
CHAIRMAN

ATTEST:_____________________
AUDITOR

This agreement is between Independent School District 761 (I.S.D. 761) and Steele County, a Minnesota Political subdivision. Whereas I.S.D. 761 can use the facility to provide reunification services to students, staff, and parents to reunite after disaster. This agreement only applies when I.S.D. 761 requests the use of the facility and is managing the activity at the facility.

Reunification Center Facility Use Agreement

Owner:

Full Name of Owner	Steele County
Address	630 Florence Avenue Owatonna MN 55060
Name and Title Work Phone Cell Phone	Scott Golberg, Administrator 507-444-7431

School District of Owatonna:

Name	Independent School District 761 (I.S.D. 761)
Address	515 W Bridge St, Owatonna, MN 55060
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Bob Olson Director of Facilities, Infrastructure and Security Work - 507-444-8606 Cell - 507-390-4127

Facility:

Four Seasons Centre
1525 S Cedar Avenue
Owatonna MN 55060
Office 507-451-1093

24/7 Facility Coordinator Contacts:
Steve Schroht Cell: 507-390-4647
Sean Benz Cell: 507-363-6338

This section intentionally left blank

Terms and Conditions

1. Use of Facility: Upon request, Steele County (Owner) will permit I.S.D. 761 to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	I.S.D. 761
Reunification Center (Operations, Services, or Volunteer Intake)		JSE
Storage of supplies		JSE
Parking of vehicles		JSE

2. Facility Management: I.S.D. 761 will designate an official to manage the activities at the Facility. The Owner will designate a Facility Coordinator to coordinate with I.S.D. 761 regarding the use of the Facility by I.S.D. 761.

3. Condition of Facility: The Facility Coordinator and I.S.D. 761 (or designee) will jointly conduct a survey of the Facility before it is turned over to I.S.D. 761. They will use the first page of the *Reunification Center Opening/Closing Form* to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that I.S.D. 761 should not use. I.S.D. 761 will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. Custodial Services (*This paragraph applies only when the Facility is used as a reunification center.*): Upon request of I.S.D. 761 and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with I.S.D. 761.

5. Security/Safety: In coordination with the Facility Coordinator, I.S.D. 761, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

6. Signage and Publicity: I.S.D. 761 may post signs identifying the Facility as a site reunification operation in locations approved by the Facility Coordinator. I.S.D. 761 will remove such signs when I.S.D. 761 concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning I.S.D. 761 activities at the Facility without the written consent of I.S.D. 761 Designee. The Owner will refer all media questions about I.S.D. 761 activities to I.S.D. 761 Designee.

7. Closing the Facility: I.S.D. 761 will work cooperatively and in good faith with the Owner or Facility Coordinator to establish the date and time when I.S.D. 761 will vacate the Facility. Before I.S.D.

761 vacates the Facility, the Designee and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Reunification Center Opening/Closing Form,* to record any damage or conditions.

8. Fee: *I.S.D. 761 does not pay a usage or rental fee to use facilities as reunification centers.* Both parties must initial one of the two statements below:

    a. Owner will not charge a fee for the use of the Facility.
    Owner initials: _____ I.S.D. 761 initials: _____

9. Reimbursement: Subject to the conditions in paragraph 10(c) below, I.S.D. 761 will reimburse the Owner for the following:

    a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of I.S.D. 761. Reimbursement for facility damage will be based on replacement value. The I.S.D. 761, in consultation with the Owner, will select from bids from at least three reputable contractors. I.S.D. 761 is not responsible for storm damage or other damage caused by the disaster.
    b. The Owner will submit any request for reimbursement to I.S.D. 761 within 60 days after the occupancy of I.S.D. 761 ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
    d. If the disaster is a Federally declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Steele County Emergency Management is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

10. Insurance: I.S.D. 761 shall maintain general liability insurance for bodily injury and property damage claims consistent with the Owner's liability limits pursuant to Minn. Stat. §466.04. I.S.D. 761 shall provide the Owner with a Certificate of Insurance demonstrating the general liability coverage. The Owner shall be named as an "Additional Insured" under I.S.D. 761's general liability coverage in the event the Owner is the subject of a claim, suit, or demand for damages as a result of I.S.D. 761's negligent acts in connection with this agreement.

11. Indemnification: I.S.D. 761 shall defend, hold harmless, and indemnify the Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from I.S.D. 761 use of the Facility.

12. Term: The term of this agreement begins on the date of the last signature below and will remain in effect for 60 months thereafter. Either party may terminate this agreement with 30 days written notice to the other party.

This section intentionally left blank

Signed:
Steele County

____________________________________ ______________ Date
By (Signature)

____
Name (Printed)

____
Title

I.S.D. 761

____________________________________ Date 10.24.23
By (Signature)

Jeffrey S. Elstad
Name (Printed)

Superintendent
Title

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
North Risk Partners
285 18th St. SE
Owatonna MN 55060

CONTACT NAME:	Bonnie Ebner
PHONE (A/C, No, Ext):	(507) 451-3684
FAX (A/C, No):	(507) 451-6874
E-MAIL ADDRESS:	bonnie.ebner@northriskpartners.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	EMC Insurance	
INSURER B :	Employers Mutual Casualty Company	21415
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Owatonna ISD #761
515 West Bridge Street
Owatonna MN 55060

COVERAGES **CERTIFICATE NUMBER:** 23/24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS-MADE [X] OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC; OTHER:			BBB0193	07/01/2023	07/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY; [X] ANY AUTO; [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS; [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			6E57507	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR; [ ] EXCESS LIAB [ ] CLAIMS-MADE; DED RETENTION $			6J57507	07/01/2023	07/01/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Public Officials and Employment Practices Liability			6K57507	07/01/2023	07/01/2024	Each Loss	$1,000,000
							Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Steele County Emergency & Risk Management
630 Florence Avenue
Owatonna MN 55060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steele County Agenda Item

Request for Board Action

Subject: County Administrator Employment Agreement

Department: Administration Office

Committee: Choose an item.

Committee Meeting Date: Enter a date.

Work Session Date: May 28, 2024

Board Meeting Date: May 28, 2024

Consent Agenda: ☐ Yes ☐ No **Resolution:** ☐ Yes ☐ No

Policy Committee Recommendation:

N/A

Recommendation:

Approve Employment Agreement

Background *(Including Budget Impact)*:

Employment Agreement between the County and Renae Fry, which is attached, as negotiated between Ms. Fry and the Negotiating Committee

Attachments:

Employment Agreement

Steele County
Agenda Item

Informational

Subject: Board of Appeals and Equalization

Department: Administration Office

Committee: Choose an item.

Committee Meeting Date: Enter a date.

Work Session Date: May 28, 2024

Board Meeting Date: Enter a date.

Purpose:

To confirm which Commissioners will be present for the Board of Appeals and Equalization on June 18th at 7:00 p.m.

Background:

For the Board of Appeals and Equalization, a quorum is needed (three Commissioners with one Commissioner certified)

Financial Impacts:

None

Attachments:

None

Steele County
Agenda Item

Informational

Subject: AMC Fall District 9 Meeting

Department: Choose an item.

Committee: Choose an item.

Committee Meeting Date: Enter a date.

Work Session Date: May 28, 2024

Board Meeting Date: Enter a date.

Purpose:

To decide where to have the AMC Fall District meeting in Steele County and to have a list of three caterers.

Background:

AMC will be calling in June to ask for a location in Steele County to hold the upcoming fall AMC district 9 meeting and we need to provide a small list of caterers

Financial Impacts:

None

Attachments:

None