

Le Sueur County, MN

Tuesday, April 4, 2017
Board Meeting

Item 4

9:20 a.m. Dave Tietz and Brett Mason (15 min)

RE: 2017 County Boat and Water Safety Grant Agreement

RE: Contracts

Staff Contact:



2017 STATE OF MINNESOTA ANNUAL COUNTY BOAT AND WATER SAFETY GRANT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract #: 120355

PO#: 3000 108003

State Accounting Information:

Dept. ID	PC Bu	PC Bus. Unit Fiscal Year		Source Type			Vendor Number
R29	R290)1			State		0000197299-001
Total Amount		Project ID		Billing Location DI		DUNS	
\$10,534		R29G40CGFFY		R297000221 052381993		81993	

Accounting Distribution:

Fund	Fin. Dept, ID	Appropriation ID	Category	Account	Activity
2100	R2937714	R297400	84101501	441302	A4CG002

Grant Begin Date	Grant End Date
January 1, 2017	June 30, 2018

Grantee Name and Address:

Le Sueur Co. Sheriff 88 S. Park Ave. Le Center, MN 56057

Payment Address:

(where DNR sends the check)

Le Sueur Co. Treasurer 88 S. Park Ave. Le Center, MN 56057

MN DNR 2017 State Boating Grant

2017 STATE OF MINNESOTA ANNUAL COUNTY BOAT AND WATER SAFETY GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Enforcement Division ("State") and Le Sueur Co. Sheriff, 88 S. Park Ave., Le Center, MN 56057 ("Grantee"). The payment address for this grant agreement is Le Sueur Co. Treasurer, 88 S. Park Ave., Le Center, MN 56057.

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 agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1 Term of Grant Agreement

- 1.1 Effective date: January 1, 2017 or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, Subdivision 5, whichever is later. Reimbursements will only be made for expenditures made according to the terms of this grant agreement.
- 1.2 Expiration date: June 30, 2018. 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 agreement: 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.

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.

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 agreement. In the performance of this grant 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 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 Ten thousand five hundred thirty-four dollars (\$10,534).
 - (b) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Ten thousand five hundred thirty-four dollars (\$10.534).

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 shall be submitted in a form prescribed by the State within the dates previously noted in "Term of Grant Agreement" in this contract.
- (b) Federal funds. (Where applicable, if blank this section does not apply) Payments under this grant agreement will be made from federal funds obtained by the State through Title NA_CFDA number ______ of the ______ Act of _____. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

MN DNR 2017 State Boating Grant

- 4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:
 - (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
 - (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
 - (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

All services provided by the 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 <u>Rodmen Smith</u>, <u>Director</u>, <u>Enforcement Division – Central Office</u>, <u>Minnesota Department of Natural Resources (DNR)</u>, 500 <u>Lafayette Rd.</u>, St. Paul, <u>MN 55155-4047</u>, (651) <u>259-5361</u>, rodmen.smith@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 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 the <u>County Sheriff or designee</u>. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Agreement Complete

- 7.1 Assignment. The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 Amendments. Any amendments to this grant 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 agreement, or their successors in office.
- 7.3 Waiver. If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it
- 7.4 Grant Agreement Complete. This grant agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant 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 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 agreement.

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9 State Audits

Under Minnesota Statute § 16B.98, Subdivision 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

10.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 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 Minnesota Statute § 176.181, Subdivision 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 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 agreement.
- 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 agreement. Venue for all legal proceedings out of this grant 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. The State may immediately terminate this grant 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.
- 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 Minnesota Statute § 270C.65, Subdivision 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 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.

1. STATE ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.
Signed: Saraadhuse
Date: 1/27/17
SWIFT Contract # 120365
Purchase Order # <u>3000 108 00 3</u>
2. GRANTEE: The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.
By: Title: County Sheriff Date: 3 2011
Title: County Sheriff
Title: County Sheriff Date: 3 (201)
Title: County Sheriff Date: 3 (201) By:

3. STATE AGENCY: NATURAL RESOURCES

By: (With o	lelegated authority)
Title:	Director, Enforcement Division - Central Office
Date: .	

Attachments: Exhibits "A" & "B"

Distribution:

- 1, DNR OMBS
- 2. Grantee 2 (Sheriff's Office & Co. Board)
- 3. State's Authorized Representative

MN DNR 2017 State Boating Grant

Title: County Auditor or Administrator

Date: _

COUNTY BOAT AND WATER SAFETY 2017 BUDGET SPENDING PLAN

(January 1, 2017 - June 30, 2018)

MN DNR - Enforcement Division Boat & Water Safety 500 Lafayette Road St. Paul, MN 55155-4047 Email: deb.ethier@state.mn.us Deb's phone #: 651-259-5361 Le Sueur

County

Emily O'Brien/Dave Tietz

Contact Name
507-357-8549

Contact Phone

GROUP I - PERSONNEL	Number		Amount				TOTAL	
			County		State			
Full-Time	1.0	\$	33,000.00	\$	10,534.00	\$	43,534.00	
Seasonal						\$	-	
GROUP I SUBTOTALS	1.0	s	33,000.00	s	10,534.00	\$	43,534.00	

GROUP II - SUPPLIES & EXPENSES			TOTAL	
DESCRIPTION (Itemize)	County	Stat	e	1487
Fuel & Oil	\$	500.00	\$	500.00
Repairs & Maintenance	\$ 3	,200.00	\$	3,200.00
Supplies	\$ 3	,200.00	\$	3,200.00
Training Expense (Lodging, Meals & Registration)	\$ 2	2,400.00	\$	2,400.00
Clothing Expense	\$	500.00	\$	500.00
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	
GROUP II SUBTOTALS	S 9	0,800.00 S	- S	9,800.00

GROUP III - EQUIPMENT	Amount				
DESCRIPTION (Itemize)	County				
Hazard Bouy's with Solar Lights	\$ 1,250.00		\$	1,250.00	
			\$	-	
			\$	S.	
			\$	72	
			\$		
			\$	-	
			\$	-	
			\$	-	
			\$	-	
			\$		
GROUP III SUBTOTALS	\$ 1,250.00	s -	s	1,250.00	

2017 STATE GRANT TOTAL	s	44,050.00	s	10,534.00	s	54,584.00
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Scan and email the signed form. Send to: deb.ethier@state.mn.us $% \left(\frac{1}{2}\right) =\frac{1}{2}\left(\frac$

"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."

Frieg O'Bries 3-28-17
Signature Date



Exhibit B

ALLOWABLE EXPENDITURES & REPORTING REQUIREMENTS 2017 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) – Invoices may be submitted at the end of the grant period or as often as monthly. 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) example 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 2017



Conflict of Interest Disclosure

Conflict of Interest:

A conflict of interest (actual, potential, or perceived) 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.

Actual Conflict of Interest:

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples include, but are not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a
 financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest:

A potential conflict of interest may exist if one party 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. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily, create a conflict of interest, depending on the nature of the relationship between the two parties. A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of

the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Perceived Conflict of Interest:

A perceived conflict of interest is any situation in which a reasonable third party would conclude that conflicting duties or loyalties exist. A disclosed perceived conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Organizational Conflict of Interest:

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee or potential grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

Minnesota Department of Natural Resources • Enforcement Division 500 Lafayette Road, St. Paul, MN 55155-4047



2017 State Boat & Water Safety Grant Instructions

Deadline for return of the 2017 State Boat & Water Safety grant to our office is <u>WEDNESDAY</u>, <u>APRIL 26, 2017</u>. In addition, your 2016 County Boat and Water Safety Report must be on file and accepted by us before we can process your 2017 grant paperwork.

<u>Boat and Water Safety Agreement</u> (1 copy) – The agreement needs the signature of the sheriff, county auditor or administrator and county board chairperson in the spaces provided on page five of the contract. Electronic signatures are not acceptable on the grant agreement.

Exhibit A (2017 Spending Plan) (1 copy) - It is very important that it be done accurately since it will be sent back with your agreement form. Complete the form on the computer, print it and sign the form.

Here are some tips when completing the form:

- Use Exhibit B Allowable Expenditures under the Boat and Water Safety Program as a guide.
- The total in the "state" column must add up to the amount listed on the agreement. Fill in the "county" column if you get non-state funds directly from the county.
- Check to make sure you are specific enough when describing an expenditure proposal. They do not necessarily have
 to list a specific name brand, model number etc. since we realize that budgets, programs and equipment needs vary
 somewhat over a year's time. Do not use terms like "miscellaneous".

<u>Exhibit B - Allowable Expenditures & Reporting Requirements</u> (1 copy) - It should be used as a reference when completing the budget form. Read it carefully and note the reporting requirements.

Resolution or County Board Minutes (1 copy) - A copy of the resolution or county board minutes authorizing the chairperson to sign must also be returned to us. Some counties are exempt from this requirement because they have a resolution authorizing officials in the county to sign off on grants.

<u>Conflict of Interest Form</u> (1 copy) – Review and sign the conflict of interest form. The signed form will be kept on file in our office along with your approved grant paperwork.

Scan and e-mail me the following information: Boat & Water Agreement, Exhibit A (Spending Plan), Exhibit B, resolution or county board minutes and conflict of interest form.

The document becomes an official agreement once the State signs off on it. A copy of the approved agreement will be scanned and e-mailed back to you. The start date of your 2017 state boat and water safety grant is the date the DNR authorized representative signs the grant. The end date of the grant is June 30, 2018. This grant works on a reimbursement basis — you must submit invoices to our office to get grant funds paid to the county. Individual receipts are required for purchases \$5000 or greater.

Grants not received by April 26 are subject to cancellation, unless an extension is approved in writing by this office.

Scan completed documents to: deb.ethier@state.mn.us

Contact Deb Ethier if you have questions (651) 259-5361

This section to be completed by Grantee's Authorized Representative (AR):
I certify that we will maintain an adequate Conflict of Interest Policy and throughout the term of our agreement we
will monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized
Representative.
I also certify that I have read and understand the description of conflict of interest above and as of this date
(Check one of the two boxes below):
☑I do not have any conflicts of interest relating to this project.
□ I have an actual, potential, perceived, or organizational <i>(circle)</i> conflict of interest. The nature of the conflict is as follows:
If at any time during the grant project I discover a conflict of interest, I will disclose that conflict immediately to the State's Authorized Representative.
Grantee AR's Printed Name: <u>Fmily O'Brien</u> Date: <u>3-28-17</u>
Grantee AR's Printed Name: <u>Fmily O'Brien</u> Date: <u>3-28-17</u> Grantee AR's Signature: <u>Fmily O'Brien</u> Organization Name: <u>Le Sueur Co Sheriff's Office</u>
Organization Name: Le Sueur Co Sheriff's Office
Project Name: 2017 Annual County Boat and Water Safety State Grant
State AR's Printed Name: Date:
State AR's Signature:

Minnesota Department of Natural Resources • Enforcement Division 500 Lafayette Road, St. Paul, MN 55155-4047