



**LE SUEUR COUNTY BOARD OF COMMISSIONERS
MEETING AGENDA
August 21, 2018**

1. **9:00 a.m. Agenda and Consent Agenda (5 min)**
RE: August 7, 2018 Minutes and Summary Minutes
RE: August 17, 2018 Canvass Minutes
2. **9:05 a.m. Claims (5 min)**
3. **9:10 a.m. Human Services (35 min)**
4. **9:45 a.m. Pam Simonette, Auditor-Treasurer (10 min)**
RE: Application for Cancellation of Forfeiture
5. **9:55 a.m. Brian Kunz, AP (5 min)**
RE: BP2 Amendment
RE: Justice Center Contracts
6. **10:00 a.m. Jamie Von Bank (5 min)**
RE: Grant Application
7. **10:05 a.m. Justin Lutterman, GIS (10 min)**
RE: Grant Funds Dispersal
8. **10:15 a.m. Human Resources (5 min)**
9. **10:20 a.m. Dave Tiegs, Highway Engineer (5 min)**

10. **10:25 a.m. Jeff Neisen - State Fiber Switch Contract (5 min)**

11. **10:30 a.m. Darrell Pettis, County Administrator (5 min)**

RE: Le Sueur County Procurement Policy

RE: City of Preston Request

RE: Justice Center Utility Easement - Woelfel lot

RE: Purchase Agreement with Charles Theis for CSAH 104

12. **Commissioner Committee Reports**

13. **Future Meetings**



Le Sueur County, MN

Tuesday, August 21, 2018

Board Meeting

Item 1

9:00 a.m. Agenda and Consent Agenda (5 min)

RE: August 7, 2018 Minutes and Summary Minutes

RE: August 17, 2018 Canvass Minutes

Staff Contact:

Minutes of Le Sueur County Board of Commissioners Meeting

August 7, 2018

The Le Sueur County Board of Commissioners met in regular session on Tuesday, August 7, 2018 at 9:00 a.m. in the Courthouse at Le Center, Minnesota. Those members present were: Lance Wetzel, John King, Dave Gliszinski and Steve Rohlffing. Joe Connolly was excused. Also present was Carol Blaschko. County Administrator Darrell Pettis and County Attorney Brent Christian were excused.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the agenda for the business of the day.

On motion by Rohlffing, seconded by Gliszinski and unanimously approved, the Board approved the consent agenda:

- Approved the July 24, 2018 County Board Minutes and Summary Minutes
- Approved the August 2, 2018 Le Sueur County Drainage Authority Minutes and Summary Minutes for County Ditches 22, 35 and 49
- Approved the August 2, 2018 Le Sueur – Rice County Joint Ditch 54 Meeting Minutes and Summary Minutes
- Approved July 2018 Transfers:
 - #1704 Transfer 4,430.00 from Agency to Revenue (July Landshark)
 - #1705 Transfer 1,687.82 from Human Services to Road & Bridge (Jan – June Fuel)
 - #1706 Transfer 519.18 from Env Serv to Road & Bridge (Jan – June Fuel)
 - #1707 Transfer 23.20 from Victim Witness to Road & Bridge (Fuel – Conf at Craguns)
 - #1708 Transfer 35,764.73 from Revenue to Road & Bridge (Fuel Jan – June -Assessor 732.15; Vets 1094.43; Admin 430.30; Maint 635.62; Sheriff 32,618.04; Emerg Manage 254.19)

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved the claims for Human Services:

Financial: \$ 41,630.77
Soc Services: \$147,649.73

Nik Kadel, Ditch Inspector appeared before the Board with an update on county ditches.

Greg Ous and Lisa Bigham with MnDOT appeared before the Board with a CHIP Outreach Presentation.

Dave Tiegs, Highway Engineer appeared before the Board with one item for approval.

The following bids were received for the County Project 1115, Bridge Deck Repair CR 115:

PCI Roads – St. Michael, MN	\$146,451.68
Zenith Tech Inc. – Waukesha, WI	\$199,583.00

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved to award the County Project 1115, Bridge Deck Repair CR 115 to PCI Roads in the amount of \$146,451.68.

Jeff Neisen, IT Director appeared before the Board with two items for discussion and approval.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to buy out rather than renew the lease for county phones from Tamco in the amount of \$21,712.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved, the Board approved a one year contract proposal for design, set up and hosting a website and agenda management upgrade purchase from CivicPlus in the amount of \$40,311.

Cindy Westerhouse, HR Director appeared before the Board with two items for approval.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved to grant regular status to Nick Navejas, part time Correctional Officer/Dispatcher in the Sheriff's Office, effective July 30, 2018.

On motion by Rohlfing, seconded by King and unanimously approved, the Board approved to grant regular status to Jenny Blank, part time Homemaker in Public Health, effective July 29, 2018.

Carol Blaschko appeared before the Board on behalf of County Administrator Darrell Pettis with several items for approval.

On motion by King, seconded by Gliszinski and unanimously approved, the Board approved to designate the Le Sueur County News as the legal newspaper for the remainder of 2018 effective August 8, 2018 due to the merging of the Le Center Leader and Le Sueur News Herald.

On motion by King, seconded by Rohlfing and unanimously approved, the Board tabled a decision on the veterans home donation request made by the City of Preston to gather additional information.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved via roll call 4-0, with Connolly absent, the Board approved and authorized the Board Chair to sign the Findings and Order Initiating the Redetermination of Benefits and Appointing Viewers of Le Sueur County Ditch 22, Spur B.

On motion by King, seconded by Rohlfing and unanimously approved via roll call 4-0, with Connolly absent, the Board approved and authorized the Board Chair to sign the Findings and Order Initiating the Redetermination of Benefits and Appointing Viewers of Le Sueur County Ditch 35.

On motion by Rohlfing, seconded by Gliszinski and unanimously approved via roll call 4-0, with Connolly absent, the Board approved and authorized the Board Chair to sign the Findings and

Order Initiating the Redetermination of Benefits and Appointing Viewers of Le Sueur County Ditch 49.

On motion by Gliszinski, seconded by Rohlfing and unanimously approved, the Board approved and authorized the Board Chair to sign the contract with Gag Sheet Metal for the Justice Center project.

On motion by King, seconded by Rohlfing and unanimously approved, the Board approved and authorized the Board Chair to sign the contract with Custom Drywall for the Justice Center project.

On motion by Gliszinski, seconded by King and unanimously approved, the Board approved and authorized the Board Chair to sign the contract with Mid America Business Systems for the Justice Center project.

Commissioner Committee Reports:

Commissioner Rohlfing attended a county ditch meeting and an MRCI board meeting.

Commissioner Gliszinski attended a county ditch meeting, joint ditch meeting and a Justice Center progress meeting.

Commissioner King attended a county ditch meeting and a Justice Center progress meeting.

Commissioner Wetzel attended a South Central EMS meeting.

On motion by King, seconded by Rohlfing and unanimously approved, the following claims were approved for payment:

Warrant #	Vendor Name	Amount
50889	Accountemps	\$ 5,016.00
50890	Ag Partners Coop	\$ 10,358.25
50892	APG Media of Southern MN LLC	\$ 3,112.55
50899	Bolton & Menk Inc.	\$ 15,469.00
50905	Christian, Keogh, Moran & King	\$ 4,743.16
50907	Contech Engineered Solutions LLC	\$ 11,959.46
50922	Green Tech Recycling	\$ 16,760.00
50928	I & S Group Inc.	\$ 16,527.00
50931	ITsavvy LLC	\$ 2,198.60
50937	Kibble Equipment LLC	\$ 2,050.92
50945	Le Sueur Co Soil & Water Conserv.Dist.	\$ 10,063.00
50947	M-R Sign Co. Inc.	\$ 4,522.75
50955	MN CCC	\$ 7,761.99
50958	Molinaro Davis Law PLLC	\$ 2,662.50
50970	Paragon Printing & Mailing Inc.	\$ 6,257.47

50978	Roadside Vegetation Mgt. LLC	\$ 32,813.40
50981	Schmahl Construction LLC	\$ 7,265.00
50984	S.E.H. Inc.	\$ 12,591.13
50987	S.M.C. Co. Inc.	\$ 14,111.92
50991	Summit	\$ 8,408.37
50993	Thomson Reuters	\$ 2,061.24
50997	Traxler Construction Inc.	\$ 8,527.61
50999	Tri-County Solid Waste	\$ 21,546.41
51004	Waseca County Public Health	\$ 2,054.36
51006	Wayne's Auto Body Collision Repair	\$ 2,384.77
98	Claims paid less than \$2,000.00:	\$ 39,576.95
25	Claims paid more than \$2,000.00:	\$231,226.86
123	Total all claims paid:	\$270,803.81

On motion by King, seconded by Gliszinski and unanimously approved, the Board adjourned until Tuesday, August 21, 2018 at 9:00 a.m.

ATTEST: _____
Le Sueur County Finance Director Le Sueur County Chairman

Summary Minutes of Le Sueur County Board of Commissioners Meeting, August 7, 2018

•This is only a summary publication per MN Statutes 375.12 and 331A.01 sub. 10. The complete minutes are on file in the Le Sueur County Administrator's Office at 88 S Park Ave. Le Center, MN and are available at www.co.le-sueur.mn.us.

•Approved the agenda.(Gliszinski-King)

•Approved the consent agenda. (Rohlfing-Gliszinski)

•Approved Human Services claims: Financial \$ 41,630.77 and Soc Services \$147,649.73(Gliszinski-King)

•Approved to award the County Project 1115, Bridge Deck Repair CR 115 to PCI Roads in the amount of \$146,451.68. (King-Rohlfing)

•Approved to buy out the contract on county phones from Tamco in the amount of \$21,712.(King-Gliszinski)

•Approved a one year contract proposal for a website and agenda management upgrade purchase from CivicPlus.(Rohlfing-Gliszinski)

•Approved regular status to Nick Navejas in the Sheriff's Office.(Gliszinski-King)

•Approved regular status to Jenny Blank in Public Health.(Rohlfing-King)

•Approved to designate the Le Sueur County News as the legal newspaper for the remainder of 2018 effective August 8, 2018.(King-Gliszinski)

Approved to table a decision on the veterans home donation request made by the City of Preston. (King-Rohlfing)

•Approved the Findings and Order Initiating the Redetermination of Benefits and Appointing Viewers of Le Sueur County Ditch 22, Spur B.(Gliszinski-Rohlfing)

•Approved the Findings and Order Initiating the Redetermination of Benefits and Appointing Viewers of Le Sueur County Ditch 35.(King-Rohlfing)

•Approved the Findings and Order Initiating the Redetermination of Benefits and Appointing Viewers of Le Sueur County Ditch 49.(Rohlfing-Gliszinski)

•Approved the contract with Gag Sheet Metal for the Justice Center project.(Gliszinski-Rohlfing)

•Approved the contract with Custom Drywall for the Justice Center project.(King-Rohlfing)

•Approved the contract with Mid America Business Systems for the Justice Center project.(Gliszinski-King)

•The following claims were approved for payment. (King-Rohlfing)

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25	Claims paid more than \$2,000.00:	\$231,226.86
123	Total all claims paid:	\$270,803.81

•Adjourned until Tuesday, August 21, 2018 at 9:00 a.m.(King-Gliszinski)

ATTEST: Le Sueur County Finance Director Le Sueur County Chairman

Minutes of Canvass Board
Friday, August 17, 2018

Pam Simonette, Auditor-Treasurer, called the Canvass Board to order on Friday, August 17, 2018 at 10:00 a.m. in the Courthouse in Le Center, Minnesota. Those members present were Commissioner Dave Gliszinski, Commissioner John King, Court Administrator Joanne Kopet, Le Sueur City Mayor Gregory Hagg and Election Administrator Carol Blaschko.

On motion by Hagg, seconded by King, and approved, the Le Sueur County Canvassing Board hereby appoints Carol Blaschko, Election Administrator as the Post Election Review Official pursuant to M.S. 206.89.

On motion by Kopet, seconded by Gliszinski, and approved, the Post Election Review of the State General Election shall be held in the Commission Chambers of the Le Sueur County Courthouse at 9:30 a.m. on Monday, November 19, 2018. If additional review is necessary, it is to be held at the same site on Tuesday, November 20, 2018 at 11:00 a.m.

ATTEST: _____
Le Sueur County Admininstrator Le Sueur County Board Chairman



Le Sueur County, MN

Tuesday, August 21, 2018

Board Meeting

Item 2

9:05 a.m. Claims (5 min)

Staff Contact:



Le Sueur County, MN

Tuesday, August 21, 2018

Board Meeting

Item 3

9:10 a.m. Human Services (35 min)

Staff Contact:

**Human Services Board Agenda
August 21, 2018 @ 9:10 a.m.**

100- INFORMATION/PRESENTATIONS:

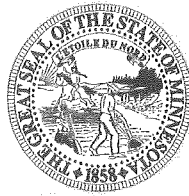
- 110 - New Employee Introduction -
 - 110.1 - Susanna Medina, Eligibility Worker (Financial)
 - 110.2 - Edith Hartje, Office Support Specialist (Front Lobby)
- 120 - August is Child Support Awareness Month
 - 120.1 - Governor Dayton Proclamation
 - 120.2 - New Parenting Expense Adjustment Law
 - 120.3 - Child Support Facts and Figures Handout
- 130 - "Yellow Line Project" Update
- 140 - SNAP ME Review
- 150 - August 27th is Mental Health Day @ The State Fair
 - 150.1 - Press Release

200- CHARTS/GRAPHS:

- 210- Finance Graphs/Report;
- 220- Income Maintenance/Child Support Graphs;
- 230- Family Services Graphs-
 - 231- Social Services Team
 - 232- Child Services Team
 - 232.1- Out of Home Placement Report
 - 232.2- In-Home Family Therapy Report;
 - 233- Behavioral Health Team

300- BOARD APPROVAL ITEMS:

- 310 - TRIMIN Systems, Inc. Computer Cooperative Agreement
- 320 - Commissioner's Warrants



STATE of MINNESOTA

Proclamation

- WHEREAS: Minnesota joins the nation in recognizing August as Child Support Awareness Month, and its commitment to promote the well-being of children; and
- WHEREAS: Minnesota salutes parents who support their 245,000 children with child support payments of over \$580 million dollars, as a consistent source of income and security for their families; and
- WHEREAS: County and state child support professionals work collaboratively with almost 346,000 parents and partners to ensure families receive quality services; and
- WHEREAS: Minnesota's collection of monthly child support and overdue support continues to rank in the top five nationally; and
- WHEREAS: The new Parenting Expense Adjustment law, effective August 1, 2018, helps reduce conflict between parents over parenting time, acknowledges that increased parenting time means increased expenses, and recognizes a child's need to have basic life necessities in both their homes; and
- WHEREAS: Child Support Awareness Month reminds us that we must all be invested in the future of Minnesota's children.

NOW, THEREFORE, I, MARK DAYTON, Governor of Minnesota, do hereby proclaim the month of August 2018, as:

CHILD SUPPORT AWARENESS MONTH

in the State of Minnesota.



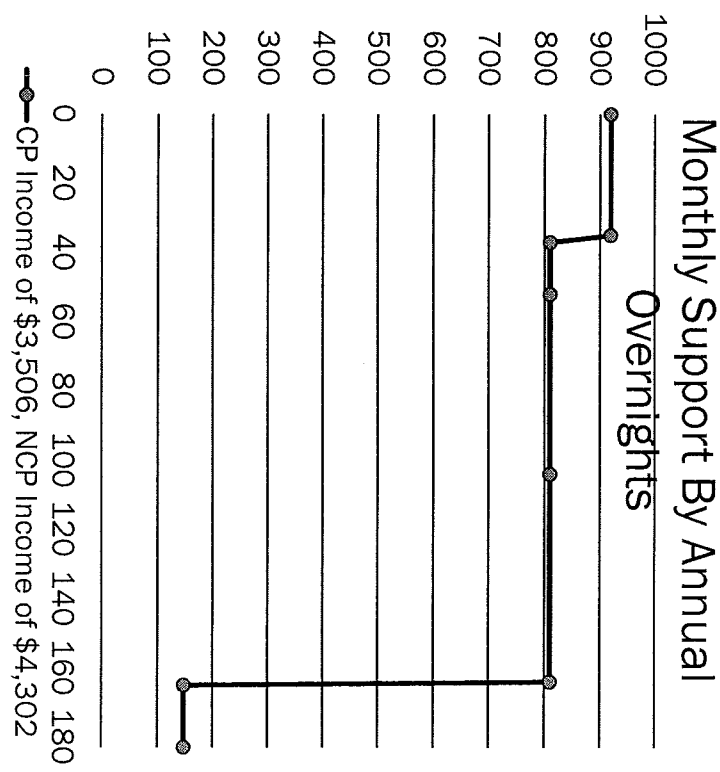
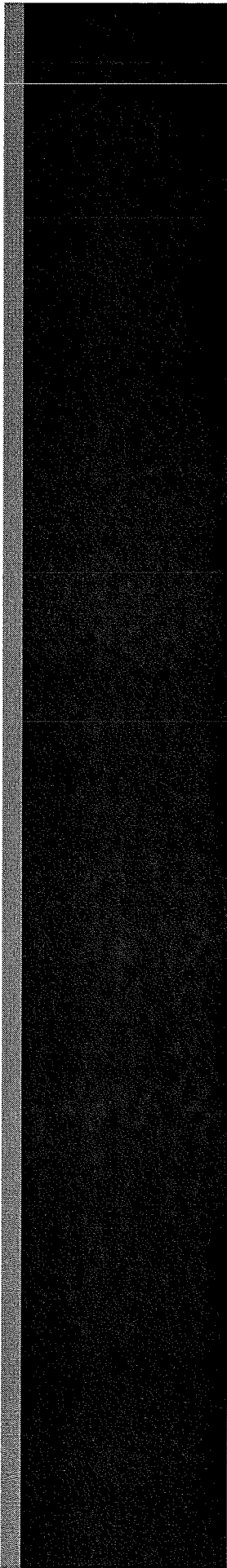
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be affixed at the State Capitol this 30th day of July.


GOVERNOR



SECRETARY OF STATE

**PARENTING EXPENSE
ADJUSTMENT (PEA) CHANGES**
LE SUEUR COUNTY CHILD SUPPORT



- One problem: "The Cliffs"**
- The abrupt increases between 9.9% to 10% and 45% to 45.1% parenting time are referred to as cliffs
- Other Issues:**
- Cliffs may encourage conflict
 - Some NCP expenses may not be adequately accounted for

8/17/2018

MINNESOTA DEPARTMENT OF HUMAN SERVICES | MN.GOV/DHS

2

A_o = Parent A's annual
overnights

B_o = Parent B's annual
overnights

A_s = Parent A's base
obligation

B_s = Parent B's base
obligation

$$\frac{(A_o)^3 \cdot (B_s) - (B_o)^3 \cdot (A_s)}{(A_o)^3 + (B_o)^3}$$

Negative result = Parent A pays

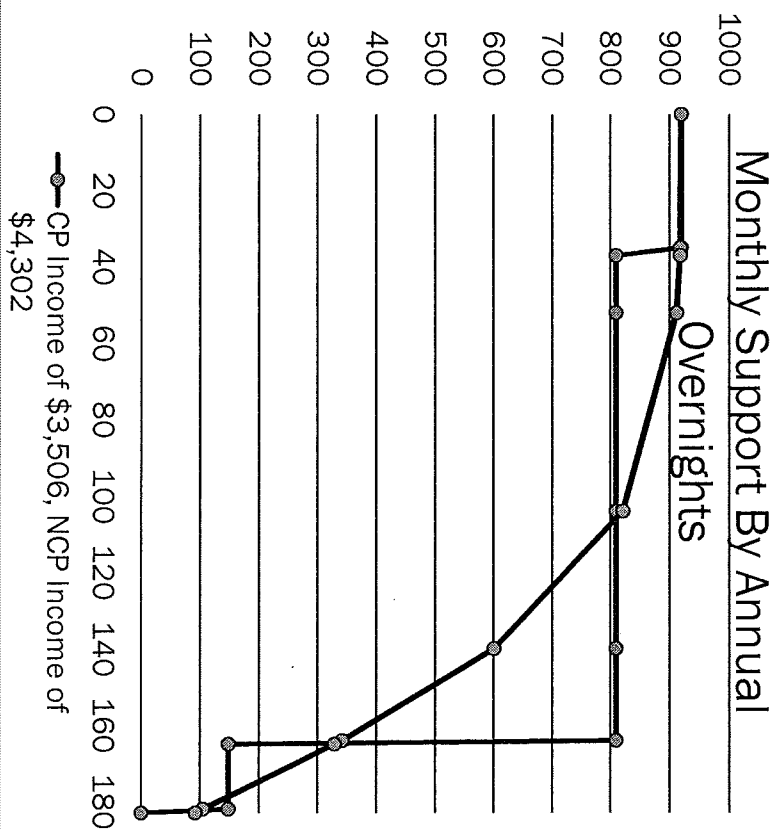
Positive result = Parent B pays

8/17/2018

MINNESOTA DEPARTMENT OF HUMAN
SERVICES | MN.GOV/DHS

3

"The Cliffs"
 The new model eliminates the cliffs,
 instead creating an adjustment for
 each overnight.
 Effective 08/01/2018



8/17/2018

MINNESOTA DEPARTMENT OF HUMAN
 SERVICES | MN.GOV/DHS

Information taken from MN Department of
Human Services Slide Show Presentation

8/17/2018

MINNESOTA DEPARTMENT OF HUMAN SERVICES |
MN.GOV/DHS

5

Child Support in Minnesota and Le Sueur County: Facts and Figures

County and state child support offices provide services for 345,946 parents and 239,540 children across 87 counties and 11 tribes. Child support staff, which includes 1,500 employees statewide, work in partnership to serve the needs of Minnesota families and carry out the core mission of the child support program; this is done by locating parents, establishing paternity, establishing orders and collecting support. The following facts include data from the 2017 Federal Fiscal Year.

Demographic information

- **Minnesota:** Nearly 240,000 children served
- **Le Sueur County:** More than 1,400

Paternity for children

- **Minnesota:** Nearly 174,000 children with open child support cases had paternity established
- **Le Sueur County:** More than 800 children with open child support cases had paternity established

Establishing court orders for support

- **Minnesota:** Nearly 193,000 open cases had court order established-88.56 percent of open cases
- **Le Sueur County:** Nearly 900 open cases had court orders established-95.59 percent of open cases

Collections on current support

- **Minnesota:** \$439.6 million in current, ongoing child support was collected and disbursed-74.53 percent of the total support due
- **Le Sueur County:** \$2.8 million in current, ongoing child support was collected and disbursed-75.60 percent of the total support due

Collections on arrears

- **Minnesota:** More than 125,400 cases with arrears or past due support received some arrears payment-72.26 percent of total case with arrears

Le Sueur County: More than 600 cases with arrears or past due support received an arrears payment-80.76 percent of total cases with arrears

Cost effectiveness

- **Minnesota:** For every \$1 spent on the child support program, \$3.30 was collected in support of children
- **Le Sueur County:** Fore every \$1 spent on the child support program, \$5.67 was collected in support of children

110 S 4TH ST
MINNEAPOLIS, MN 55401

JOHN DOE
XXXX TEST AVE N
MINNEAPOLIS, MN 55XXX

Driver's license suspended because of child support debt?

We want to work with you to get it back!
Call or visit us by September 28, 2018 to learn how.

Is your driver's license suspended for falling behind on your child support? As part of Child Support Awareness Month, in August, we are reaching out to parents with a suspended license giving them another chance to start paying their support and get their license back.

You may be able to get your license back if you:

- Are currently paying child support and you sign a payment agreement
- Are not currently paying child support and you talk to us about options and resources that may help
- Have not met the terms of a driver's license payment agreement in the past and you make an upfront payment and sign a new payment agreement.

We are here to help you. Call us to find out what options you have to get back on track and help your children!

Call 612-543-0438 or visit our office at:

110 S 4TH ST
MINNEAPOLIS, 55401

Marketing Materials for Mental Health Awareness at the State Fair 2018

Please direct all media inquiries to Sue Abderholden at sabderholden@namimn.org

General Press Release

NAMI Minnesota, 1919 University Ave. W., Suite 400, St. Paul, MN 55104

MEDIA RELEASE: June 19, 2018

Contact: Chuck Krueger, 651-645-2948, ckrueger@namimn.org

MN State Fair will Feature Mental Health Awareness on August 27

For the first time the MN State Fair will feature Mental Health Awareness. Visitors can explore mental health and wellness resources through inspiring stage performances, music, demonstrations, yoga, information, and much more. More than 30 awareness-raising activities, many of them geared for children and teens, will be offered. The event is free with fair admission and will be held on August 27, from 8:00 a.m. to 6:00 p.m. at Dan Patch Park located next to the Grandstand.

The State Fair provides a unique opportunity to educate a very large and diverse group of people about mental health and well-being, which is important for every Minnesotan. Led by the MN State Advisory Council on Mental Health & Subcommittee on Children's Mental Health and NAMI Minnesota, over 40 organizations will participate in the day's activities. Learn more about this important and fun event at www.namimn.org, or call 651-645-2948.

Partner Organization Press Release

[Agency Name and Address]

MEDIA RELEASE: *[Date]*

Contact: *[Agency contact person, phone, email]*

***[Agency Name]* to participate in Mental Health Awareness at the State Fair on August 27**

For the first time, the MN State Fair will have a dedicated day to focus on Mental Health Awareness. Visitors can explore mental health and wellness resources through inspiring stage performances, music, demonstrations, yoga, information, and much more. *[Agency Name]* will feature *[activity or performance description]* during the event. The event is free with fair admission and will be held on August 27, from 8:00 a.m. to 6:00 p.m. at Dan Patch Park located next to the Grandstand.

The State Fair provides a unique opportunity to educate a very large and diverse group of people about mental health and well-being, which is important for every Minnesotan. Led by the MN State Advisory Council on Mental Health & Subcommittee on Children's Mental Health and NAMI Minnesota, over 40 organizations will participate in the day's activities. Learn more about this important and fun event at www.namimn.org, or call 651-645-2948.

Detailed Press Release

NAMI Minnesota, 1919 University Ave. W., Suite 400, St. Paul, MN 55104

MEDIA RELEASE: June 19, 2018

Contact: Chuck Krueger, 651-645-2948, ckrueger@namimn.org

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- | | |
|--|---|
| 1. American Indian Mental Health
Advisory Council | Development- Vocational
Rehabilitation Service |
| 2. Amherst H. Wilder Foundation | 18. Minnesota Department of Health |
| 3. Arrowhead Telepresence Coalition | 19. Minnesota Department of Human
Services: Behavioral Health Division |
| 4. Aspire MN | 20. Minnesota Disability Law Center |
| 5. Canvas Health | 21. Minnesota Psychiatric Society |
| 6. Community Involvement Programs | 22. Minnesota Psychological
Association |
| 7. Crisis Text Line | 23. Minnesota School Counselors
Association |
| 8. Headway Emotional Health | 24. Minnesota Association of
Community Mental Health Plans |
| 9. Health Partners | 25. Minnesota Association of County
Social Service Administrators |
| 10. Hennepin County Adult Mental
Health Local Advisory Council | 26. Nystrom & Associates |
| 11. Lutheran Social Service | 27. PACER |
| 12. Melrose Center | 28. People Incorporated |
| 13. Mental Health Minnesota | 29. PrairieCare |
| 14. Minnesota Association for Children's
Mental Health | 30. Pregnancy and Postpartum Support
Minnesota |
| 15. Minnesota Association of Resources
for Recovery and Chemical Health | 31. Protect Your Crown |
| 16. Minnesota Counseling Association | |
| 17. Minnesota Department of
Employment and Economic | |

32. This is Medicaid
33. UCare

34. University of Minnesota Extension
35. Vail Place
36. Wellness in the Woods

Stage performances include:

- 8:00AM: Drum circle by the American Indian Mental Health Advisory Council
- 8:30AM: Yoga with Megha Varghese
- 9:15AM: Fidgety Fairy Tales
- 10:15AM: Hilarious World of Depression with John Moe
- 11:00AM: Interview with Ted Matthews, psychologist with Minnesota Department of Agriculture
- 11:15AM: Fidgety Fairy Tales
- 12:00PM: Music with Elsa Lee
- 1:00PM: Interview with Rick Aberman, Director of Peak Performance with the Minnesota Twins
- 1:20PM: Therapy animals with Pet Partners
- 1:40PM: Youth performance from the Irreducible Grace Foundation
- 2:15PM: Music with Katana Da Don
- 3:15PM: Music with Joyann Parker
- 4:30PM: Music with Adam Levy of the Honeydogs
- 5:30PM: Drum circle by the American Indian Mental Health Advisory Council

The event will also include guest emcee appearances by Dr. Kaz Nelson (Mind Deconstructed), Alisha Perkins and Colleen Lindstrom (podcasters, *Chili and Mimosas*), Bob Collins (Minnesota Public Radio), and Bryan Piatt (Kare 11).

Learn more about this important and fun event at www.namimn.org, or call 651-645-2948.

Social Media Samples

- Use hashtag #mentalhealthforall

For Facebook (@mentalhealthawarenessMNstatefair):

- Mental health conditions affect 1 in 5 people every year, and yet very few talk about it. Join us on August 27 from 8a-6p in Dan Patch Park for Mental Health Awareness at the State Fair! We'll have fun activities and stage performances to spread awareness and start the conversation about mental health. We can't wait to see you! #mentalhealthforall @minnesotastatefair @mentalhealthawarenessMNstatefair
- 1 in 5 kids experience a #mentalhealth condition each year. Join us on August 27 from 8a-6p in Dan Patch Park for Mental Health Awareness at the State Fair! We'll have fun activities and stage performances to spread awareness and start the conversation about mental health. We can't wait to see you! @minnesotastatefair @mentalhealthawarenessMNstatefair #mentalhealthforall

- #Mentalhealth and #wellness affects all Minnesotans. That's why we're excited to announce the first ever Mental Health Awareness at the State Fair! Join us in Dan Patch Park on August 27 from 8a-6p for interactive exhibits, stage entertainment, information, and resources on mental health. @minnesotastatefair @mentalhealthawarenessMNstatefair #mentalhealthforall
- Mark your calendar for the first ever Mental Health Awareness at the State Fair on August 27! We'll be in Dan Patch Park from 8a-6p with over 30 other #mentalhealth organizations to promote awareness about mental health. Stop by for fun activities for both children and adults as well as a full lineup of stage entertainment! @minnesotastatefair @mentalhealthawarenessMNstatefair #mentalhealthforall
- Kids' #mentalhealth matters! 50% of all cases of mental illness begin by age 14, 75% by age 24. Join us for Mental Health Awareness at the State Fair in Dan Patch Park on August 27 to learn about children's mental health! We'll have games, activities, resources, and stage performances for kids and families--see you there! @minnesotastatefair @mentalhealthawarenessMNstatefair #mentalhealthforall

For Twitter (@MH_Awareness_MN):

- 1 in 5 people experience a mental illness every year. Join us in Dan Patch Park on Aug. 27 for Mental Health Awareness at the State Fair to raise awareness! @mnstatefair @MH_Awareness_MN #mentalhealthforall
- 1 in 5 children experience a mental illness every year. Join us in Dan Patch Park on 8/27 for Mental Health Awareness at the State Fair to raise awareness! @mnstatefair @MH_Awareness_MN #mentalhealthforall
- We're excited to announce the first ever Mental Health Awareness at the State Fair on Aug. 27! See you there! @MH_Awareness_MN @mnstatefair #mentalhealthforall
- Mental health affects everyone. Learn about yours-- Join us on 8/27 for Mental Health Awareness at the State Fair! @MH_Awareness_MN @mnstatefair #mentalhealthforall
- Kids' mental health matters! Visit Mental Health Awareness at the State Fair on 8/27 for info, games, and activities for kids and families @MH_Awareness_MN @mnstatefair #mentalhealthforall

Website Copy

Mental Health Awareness at the State Fair on August 27

Join us at the Minnesota State Fair on August 27 in Dan Patch Park! For the first time, the MN State Fair will have a dedicated day to focus on Mental Health Awareness. Visitors can explore mental health and wellness resources through inspiring stage performances, music, demonstrations, yoga, information, and much more. The event is free with fair admission and will be open from 8am-6pm.

The State Fair provides a unique opportunity to educate a very large and diverse group of people about mental health and well-being, which is important for every Minnesotan. Led by the MN State Advisory Council on Mental Health & Subcommittee on Children's Mental Health and

NAMI Minnesota, over 40 organizations will participate in the day's activities. Learn more about this important and fun event at www.namimn.org, or call 651-645-2948.

**AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN
MINNESOTA COUNTIES COMPUTER COOPERATIVE**

And

TRIMIN SYSTEMS, INC.

January 1, 2019

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

WITNESSETH

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

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

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be Supported

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

II. Definition of Included Support Services

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

A. General IFSpi Support Activities

These activities are in support of all IFSpi users:

1. Track IFSpi support incidents and report out to Joint IFSpi Committee (JIC) per the IFSpi Service Level Agreement (SLA) attached and incorporated by reference as **Attachment B**.
2. Provide supporting documentation for JIC meetings (up to 6 times per year) with respect to IFSpi bugs/fixes and open Enhancement Requests (including categories Approved, Completed, New, Committee, Tabled, Denied, Withdrawn and Study statuses).
3. Provide any IFSpi revisions necessitated by changes in applicable Minnesota statutes, laws or regulations. MnCCC will advise TriMin of any requested changes to IFSpi as necessitated by changes in Minnesota statutes, laws, or regulations and provide sufficient details to support TriMin in making the

IFSpi Support Agreement – Page 1

changes. Further, these changes will be subject to the same enhancement scope limitation as listed in section III-H.

B. Level 1 Support

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

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

C. Level 2 Support

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

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

D. Level 3 Support

Perform IFSpi code analysis, programming, testing and project management related to bugs as escalated from Level 2 support.

Level 3 support will also include the following:

1. Estimating of IFSpi Functional Enhancement Requests, based on the documented requirements as submitted by MnCCC and Level 2 support.
2. Technical Design of approved Functional Enhancement Requests, with review and sign-off by MnCCC prior to coding activities on projects over 20 hours.
3. Project Management, Coding and Technical testing of Functional Enhancements.
4. On-going design, development, technical testing and deployment as described in "IFSpi Infrastructure Modernization" Section II-E below.

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

E. Installation Support

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

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

F. IFSpi Analyst Services

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

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

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

G. IFSpi Infrastructure Modernization

With the specific activity as agreed to and approved by MnCCC, Level 3 support will work continuously on the underlying architecture of IFSpi with the goal of remaining current with respect to the "code stack" that supports the functional capabilities of IFSpi and which will take up to 3,000 person hours to complete. The code stack refers to, but is not limited to: security layer, web browser, web server, framework, software and scripting language, web services and other interfaces. In addition to this activity, also includes new capabilities to support a more automated installation of product updates and new releases, and on-going technical documentation of same. Technical documentation requirements to be defined with MnCCC and prioritized along with code update activity. Examples of technical documentation:

1. Detailed documentation on the database structure and core application design, interfaces and Microsoft AD integration.
2. Documentation on all application module usage and code levels, including any registrations or licensing. Develop a plan to keep these current, patched and up to date.

TriMin will develop and maintain an IFSpi Infrastructure Modernization report document, to include: descriptions of specific modernization activities – including the rationale for why it was needed and hours logged by resource to support activities.

The IFSpi Infrastructure modernization fund is to include 3,000 person hours during this agreement, initially allocated at 1,000 hours for each calendar year, with bi-monthly report out on specific progress made against approved plans and hours logged. Should 1,000 hours not be sufficient for the demand/needs in

IFSpi Support Agreement – Page 3

this area, then additional hours may be authorized by MnCCC during a calendar year, including the allocation of hours from future years, and/or new hours chargeable at time and materials rates, per **Attachment A**.

Should TriMin fail to utilize 1,000 hours in support of IFSpi infrastructure modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s). During year 3 of this agreement, if the balance of hours required for IFSpi infrastructure support, based on actual activity in year 1 and year 2, is projected to be greater than remaining hours required to support known modernization activities then hours may be shifted to IFSpi functional enhancement activity to "consume" available hours. At this contract's end (December 31, 2021) any unused hours will not be recoverable.

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

H. Additional Requirements

1. TriMin must obtain written permission from MnCCC to add any plug ins or third party code incorporated into the IFSpi system. This includes, but is not limit to, any "Freeware" or "Shareware". Once approved, those plugins will be maintained and updated as part of this Agreement without any additional fees, unless a special support addendum is executed and attached to this Agreement. TriMin will continue to provide MnCCC a detailed list specifying all third party code and plugins, used in the existing IFSpi application. The listing to be updated and provided to MnCCC annually, or more frequently if any significant changes made. MnCCC acknowledges and agrees that pre-existing plug ins and third party code incorporated into the IFSpi system are accepted, and shall remain subject to support hereunder.
2. TriMin shall provide current, full and detailed database and application design and programming documentation for all parts of the IFS application including 3rd party add ons, per provision in Section II – G above.
3. TriMin shall follow the MnCCC policy on submission of source code and documentation to MnCCC.
4. TriMin shall maintain and provide to MnCCC annually, or more frequently as requested by MnCCC, the following Version Control documents:
 - i. County/Agency Listing – Identifying version level of IFSpi and Cash Drawer (if installed) for each county/agency.
 - ii. The latest release notes documentation to include functions added to IFSpi and Cash Drawer in latest release.

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

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

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

IFSpi Support Agreement – Page 4

virus, malware, unapproved and/or any unauthorized code containing or triggering any copyright, insane, mentally disturbing, vulgar, adult or porn type, virus, malware, trojans, bugs, tracking or reporting code or device, or politically motivating data into MnCCC and / or member systems or networks.

K. Compliance with Laws

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

L. Ownership, Proprietary Considerations and Data Security

1. TriMin agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all MnCCC/TriMin documentation pertaining to the system design to avoid pirating of this information and subsequent software license disputes. TriMin shall assign to MnCCC, and MnCCC shall solely own any data, databases, programs, or Interfaces developed by TriMin as a result of this Agreement.
2. MnCCC and TriMin agree that all materials and information developed under this Agreement shall become the sole property of MnCCC.
3. TriMin agrees to protect the security of and to keep confidential all data received or produced under the provisions of this Agreement, and shall not disclose them without the prior written consent of MnCCC.
5. Procedures and software created by TriMin pursuant to this Agreement, or modifications made to existing software to meet the specifications herein, shall be proprietary to MnCCC. TriMin shall not disclose or otherwise make said software available to third parties, or utilize in any other non-related applications without prior written consent of MnCCC.
6. TriMin shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in users' computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by MnCCC and/or MnCCC members, without express written authorization of the other party. The provisions of this Section, shall survive the expiration or termination of this Agreement.

III. Items Not Included

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

- A. Any third party software (fees or support), this does not include any 3rd party code or plugins used in the application.
- B. Server migrations and server setup.
- C. Operating System updates or troubleshooting (IBM i or Windows servers).

IFSpi Support Agreement – Page 5

- D. Applying application server and/or web server updates.
- E. Networking issues internal to county or agency.
- F. Local PC operating system support or troubleshooting.
- G. Remote connection issues.
- H. IFSpi functional enhancements greater than 20 hours, without additional approval and funding by MnCCC.
- I. Other support for non-IFSpi / non-Cash Drawer applications or county systems.
- J. Future third party fees (if any) for what is currently "freeware" embedded within IFSpi (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.).

IV. Billings of Charges and Costs

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

The minimum fee to be paid to TriMin for support services for IFSpi support over the duration of this Agreement shall be \$650,000 in 2019, \$674,400 in 2020, and \$699,576 in 2021, with support fees as defined in **Attachment A**. Any expenditure in addition to those specified above must be pre-authorized in writing by MnCCC. Additional services will be provided at the hourly rates and specifications defined in Sections C and D below.

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

- B. Invoices pursuant to Section III-A, above, shall be billed in advance to MnCCC on a quarterly basis and shall be paid by MnCCC within sixty (60) days of the date of the invoice, other than any portion(s) disputed in good faith by MnCCC.
- C. The chargeable hourly rates by TriMin during the duration of this Agreement for project management, technical work and training personnel shall be those as defined in **Attachment A**.
- D. For any and all services pre-authorized by MnCCC, the breakdown of the actual hours worked shall be reported by TriMin to MnCCC, which reserves the right to inspect TriMin's time records to substantiate charges and costs.
- E. Direct Support (projects outside of this support Agreement) will also be available to users at the annual rates specified in **Attachment A**. Direct Support services will be billed to MnCCC, who will then bill the requesting county. Both requesting county and MnCCC to sign any related Statement of Work (SOW).
- F. For services pre-authorized and performed pursuant to this Agreement, TriMin is authorized to bill for time incurred in actual travel, and for all transportation and overnight expenses except automobile mileage as per the US General Services Administrative Schedule.
- G. Non-payment and remedies of TriMin: In the event that MnCCC does not pay TriMin within sixty (60) days of the date of the invoice (other than any portion disputed in good faith), TriMin shall have the option to terminate its obligation to render further services to MnCCC upon at least ninety (90) days' written notice thereof.

V. Representations, Warranties and Indemnifications of the Parties

- A. Each party represents and warrants that it has the right to enter into this agreement.
- B. Except as expressly provided in this Agreement, neither party makes any warranty, either express or implied, with respect to the IFSpi computer software system or software support services provided herein, their quality, merchantability, or fitness for a particular purpose. Except as expressly provided in this Agreement, there are no warranties, either express or implied, regarding the IFSpi computer software system or software support services provided hereunder, and any and all such warranties are hereby disclaimed and negated. No oral or written information or advice given by either party or its employees shall create a warranty or make any modification, extension or addition to this warranty.
- C. In no event whatsoever shall either party be liable to the other or to third parties for any damages caused, in whole or in part, by the use of the IFSpi computer software system or the software support services provided hereunder, or for any lost revenues, lost profits, lost saving or other direct or indirect, incidental, special, statutory or consequential damages incurred by any person, even if advised of the possibility of such damages or claims.
- D. TriMin further represents, warrants and agrees as follows:
 - 1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above will be designed and developed in a skilled, ethical, professional and lawful manner, and are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties and will execute on the IBM ISeries, Current Microsoft Server and SQL, PC networks, and Websphere Application server (or mutually agreed upon future modernizations).
 - 2. TriMin further warrants that these services will not alter or diminish the underlying performance of the existing IFSpi software system.
 - 3. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products, that are each hereby irrevocably assigned to and shall be owned by MnCCC, that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, trade secret or other third party legal rights.
 - 4. TriMin will provide true, correct and complete copies of the IFSpi source code to MnCCC and at no charge at least twice per calendar year, and at other times upon MnCCC's reasonable request. MnCCC will provide TriMin with written media, logistics, and delivery instructions.
 - 5. TriMin agrees to perform background checks on any new hires that may provide services to MnCCC during the term of this Agreement, and to have all employees providing services hereunder as of or after January 1, 2019, bonded to work on a financial system by a bonding company authorized by the State of Minnesota. If MnCCC desires to increase the bonding amount beyond the amount TriMin has secured then any additional fees associated with the increase in bonding amount will be paid for by MnCCC over and above the fees listed in section IV above.
- E. MnCCC further represents, warrants and agrees as follows:
 - 1. MnCCC represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for MnCCC and for the

IFSpi Support Agreement – Page 7

MnCCC activity or system involved.

2. MnCCC represents and warrants that it will make prompt and full disclosure to TriMin of any unpublished information it receives regarding the government requirements and regulations related to the government program which the system services, in order to assist TriMin with its ongoing contractual obligations to monitor Minnesota legislative and administrative activities, and to update IFSpi, in order to accommodate applicable changes in Minnesota laws.

VI. Other Conditions

A. Entire Agreement

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

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

B. Non-Assignment

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

C. Conflicts of Interest

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

D. Subcontracting

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

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

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

E. Expenses Incurred

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

F. Independent Contractor

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

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

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

H. Local Alterations

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

I. Data Practices

All data collected, created, received, maintained, disseminated or used for any purposes in the course

IFSpI Support Agreement – Page 9

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

J. Force Majeure

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

K. Severability

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

L. Governing Laws

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

M. Non-Discrimination

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

N. Document Examination

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

VII. Term and Termination

The term of this Agreement shall be January 1, 2019, to December 31, 2021, inclusive, unless earlier terminated prior to expiration as provided by herein.

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

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

Trimlin Systems

By: 

Title:

Date:

VP- Director of Services

8/6/2018

MnCCC

By: 

Title:

Date:

Chair

August 9, 2018

MnCCC

By: 

Title: Executive Director

Date: 8/7/2018

MnCCC

By: 

Title: JIC Chair

Date: 8-10-18

ATTACHMENT A

IFSPI Support Agreement 2019 – 2021

Fee Summary – Annual

<u>Support Elements</u>	2019 Support	2020 Support	2021 Support
	Fees	Fees	Fees
Level 1 Support	\$ 125,000.00	\$ 130,000.00	\$ 135,200.00
Level 2/3 Support	\$ 360,000.00	\$ 374,400.00	\$ 389,376.00
Infrastructure Modernization	\$ 165,000.00	\$ 170,000.00	\$ 175,000.00
Annual Contract Total	\$ 650,000.00	\$ 674,400.00	\$ 699,576.00

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

IFSpi Release Update Fees	2019	2020	2021
Hourly Rates	\$165	\$170	\$175

ATTACHMENT B

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

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

Severity Levels, Prioritization, and Response Time Requirements

- Each Support request will be logged into TriMin's support tracking system (JIRA) and assigned a unique tracking number.
- New Support Requests will be given a label regarding Severity:
 - Severity 1: Critical Business Impact** - IFSpi system is not accessible
 - Severity 2: Significant Business Impact** – An IFSpi component is unavailable to users
 - Severity 3: Some Business Impact** - IFSpi system is fully available, but a significant issue is causing delays or workarounds
 - Severity 4: Minimal Business Impact** - IFSpi system is fully available, but minor issue requires assistance
- Highest priority will be given to Severity 1 Issues, with Severity 2, 3, and 4 in descending priority sequence.
- End user will assign severity, TriMin can adjust severity label with MnCCC approval.
- Response Time Goals:
 - Severity 1** – Within 1 hour for initial response, with all available TriMin resources to support until IFSpi system is up and running again. TriMin resources will work 7 days a week, 24 hours a day until the issue is solved. TriMin will provide regular updates to the client personnel on the status and resolution of the issue. MnCCC and the effected client personnel shall be notified if the issue is not resolved in 4 hours. The notification shall include an expected time to resolution. This update shall occur every 4 hours until the issue is resolved.
 - Severity 2** – Within 2 hours for initial response, subject to Severity 1 priorities, with all available resources to support issue resolution until the issue is solved. Regular updates (at least at every 20 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 20 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.
 - Severity 3** – Within 4 hours for initial response, subject to Severity 1 and 2 priorities. Regular updates (at least at every 40 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 60 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.
 - Severity 4** – within 8 hours for initial response, subject to Severity 1, 2 and 3 priorities. TriMin will work on during normal business hours. These issues are expected to be resolved within a commercially reasonable time. No escalation of these types of issues is required unless the issue has not been resolved within 3 months. After 3 months escalation of the issue must be made to MnCCC, and the affected client designated staff.

Hours of Service

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

Boundaries of Service

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

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

Examples of services not covered under the IFSpI Support Agreement:

- 3rd party software fees or support unless the 3rd party software is part of the IFSpI application.
- Server migrations and server setup.
- Operating System updates or troubleshooting (IBM or Windows servers), except as related to Microsoft or IBM standard updates that IFSpI must operate under / or with.
- Applying OS updates to application and/or web server updates.
- Networking issues internal to county or agency.
- PC issues or PC troubleshooting, except as related to Microsoft or IBM standard updates that IFSpI must operate under / or with.
- Remote connection issues.
- Issues controlled by State of MN.
- Issues caused or initiated by county/agency that impact IFSpI or Cash Drawer that require TriMin assistance to resolve (i.e. user error - approving budget prematurely and needing to manually "fix" data).
- Support for non-IFSpI / non-Cash Drawer applications or county systems.
- Future 3rd party fees (if any) for what is currently "freeware" embedded within IFSpI (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.) These must be identified ASAP and a written report supplied to MnCCC within 90 days of contract signing.

Customer Responsibilities

- IFSpI Users will support their own requests for support with timely communication during and after problem resolution.
- IFSpI users will provide a high speed remote access capability to TriMin, as needed, to help resolve support issues. TriMin agrees to follow the individual agencies / counties requirements for this connectivity.
- IFSpI users will work with their local IT staff to rule out local issue before contacting TriMin.

- IFSpi users are encouraged to consult the TriMin IFS Portal and/or IFS Golden for additional help information.
- Users need to supply as much detail of the issue to the TriMin help desk as possible. Examples of information needed is:
 - Knowing if they are running IE in compatibility mode, and what IE version they are on.
 - Knowing if the issue is isolated, or happening multiple time and to different IFSpi users.
 - If the problem can readily be recreated, knowing the specific steps that cause the issue.
 - Knowing if any changes have occurred in the local system/network environment (new levels of operating system, or hardware, or web server, etc.).
 - If any local diagnostics were run, being able to share them with TriMin.
 - Sharing screen shots of issue, or error code.

Reporting

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

ATTACHMENT C

Levels of support will be maintained by the JIC Contract Committee and a list will be provided to TriMin upon commencement of the contract and when any changes are made.

BOARD RATIFICATION STATEMENT

The Board of Le Sueur County has ratified the Professional Services Agreement between TriMin Systems Inc. and the Minnesota Counties Computer Cooperative (MnCCC) for the maintenance and support of IFS. The Agreement will be effective January 1, 2019 through December 31, 2021. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this agreement.

Signed: _____
Board Chair

Date: _____

Attest: _____

Title: _____

Date: _____



Le Sueur County, MN

Tuesday, August 21, 2018

Board Meeting

Item 4

9:45 a.m. Pam Simonette, Auditor-Treasurer (10 min)

RE: Application for Cancellation of Forfeiture

Staff Contact:

Application for Cancellation of Forfeiture**PT90**in Le Sueur County

The applicant requests that the certificate of forfeiture for the property described below be canceled pursuant to Minnesota Statutes, sections 279.33 and 279.34.

Applicant Information	Name(s) of applicant(s) Le Sueur County			
	Mailing address of applicant 88 S Park Ave			
	City Le Center	State MN	Zip code 56057	Phone 507-357-8142
	Applicant is: <input checked="" type="checkbox"/> County auditor <input type="checkbox"/> Property owner <input type="checkbox"/> Owner's agent			
Property Information	Legal description of property: (attach additional sheets if needed) South 36 feet of Lot 14, Block 6, Smith's Addition to Le Sueur, County of Le Sueur, State of Minnesota.			
	All or part of the described real property is registered (Torrens): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Certificate of Forfeiture	Date of execution August 18, 2017		Date of recording August 21, 2017	
	Location of recording Le Sueur County		Recording number 411657	
	Reason for Cancellation <input type="checkbox"/> Exemption <input checked="" type="checkbox"/> Administrative error			
	Explain in detail the reason(s) for cancellation. Attach additional sheets if necessary. The owner of record, Joseph Schwartz filed Chapter 7 bankruptcy dated 1/24/17. His parcel was in tax forfeiture in 2017 and was erroneously published and posted prior to discharge.			
Sign Here	Signature of applicant		Date	
County Approval	Auditor to complete this section. The County Board and county auditor of <u>Le Sueur</u> County, Minnesota, have reviewed this application for the cancellation of the certificate of forfeiture for the property described above, pursuant to Minnesota Statutes 279.33 and 279.34, and recommend that the cancellation be granted by the Minnesota Department of Revenue.			
	Signature of county auditor		County	Date
Department Use Only	Return application to: Minnesota Department of Revenue Property Tax Division Mail Station 3340 St. Paul, MN 55146-3340			
	Order of the Minnesota Department of Revenue Upon examination of the contents of this application, it is hereby: <input type="checkbox"/> rejected. Reasons for rejection: <input checked="" type="checkbox"/> accepted. The certificate of forfeiture is to be canceled, and the county auditor is to record this application as a certificate of cancellation pursuant to Minn. Stat. 279.33 and 279.34 which will void the tax forfeiture of the property described in this application.			
Commissioner of Revenue		By	Date application received by Minnesota Department of Revenue	
Minnesota Department of Revenue's number		County Auditor's number		

(09/16)



Le Sueur County, MN

Tuesday, August 21, 2018

Board Meeting

Item 5

9:55 a.m. Brian Kunz, AP (5 min)

RE: BP2 Amendment

RE: Justice Center Contracts

Staff Contact:



Le Sueur County, MN

Tuesday, August 21, 2018

Board Meeting

Item 6

10:00 a.m. Jamie Von Bank (5 min)

RE: Grant Application

Staff Contact:



Le Sueur County, MN

Tuesday, August 21, 2018

Board Meeting

Item 7

10:05 a.m. Justin Lutterman, GIS (10 min)

RE: Grant Funds Dispersal

Staff Contact:



Le Sueur County, MN

Tuesday, August 21, 2018

Board Meeting

Item 8

10:15 a.m. Human Resources (5 min)

Staff Contact:



Human Resources

88 SOUTH PARK AVENUE • LE CENTER, MINNESOTA 56057

Telephone: 507-357-8517 • Fax: 507-357-8607

Cindy Westerhouse – Human Resources Director

HUMAN RESOURCES

AGENDA ITEMS

August 21, 2018

Recommendation to grant regular status to Abbie McCabe, full time Registered Nurse in Public Health, effective August 21, 2018. Abbie has completed the one-year probationary period.

Recommendation to hire Nancy Gens as a full time Administrative Assistant II in the County Attorney's Office as a Grade 4, Step 11 at \$24.24 per hour, effective August 27, 2018.

Recommendation to hire Derek Rossow as a full time Correctional Officer/Dispatcher in the Sheriff's Office, as a Grade 6, Step 4 at \$20.35 per hour, effective September 2, 2018.

Recommendation to hire Nancy Toth as a part time Homemaker in Public Health as a Grade 1, Step 4 at \$15.22 per hour, effective September 12, 2018.

Recommendation to hire Kimberly Goettl as a part time Home Health Aide in Public Health as a Grade 2, Step 4 at \$16.14 per hour, effective September 17, 2018.

Recommendation to promote Theresa Kubes to a full time Payroll/HR Technician in Human Resources, as a Grade 10, Step 4 at \$25.69 per hour, effective September 12, 2018.

Recommendation to post and advertise for a full time Administrative Assistant in the Sheriff's Office, as a Grade 6, Step 4 at \$20.35 per hour.

Equal Opportunity Employer



Le Sueur County, MN

Tuesday, August 21, 2018

Board Meeting

Item 9

10:20 a.m. Dave Tiegs, Highway Engineer (5 min)

Staff Contact:

Highway Department Agenda Items

Tuesday, August 21st, 2018 County Board Meeting:

- 1.) Set Bid Date for SAP 040-645-003 (Rabbit Road Repair) Monday, September 17th, 1:00 p.m.
- 2.) Contracts for SP 040-070-005 (Rumble Striping Project).



Le Sueur County, MN

Tuesday, August 21, 2018

Board Meeting

Item 10

10:25 a.m. Jeff Neisen - State Fiber Switch Contract (5 min)

Staff Contact: Jeff Neisen

Quote Details	
Quote #:	3133639
Date:	08/15/2018
Payment Method:	Net 30 Days
Client PO#:	
Cost Center:	
Shipping Method:	Ground

Bill To:
ACCT #: 574110
Le Sueur County
Accounts Payable
88 S Park Ave
Le Center, MN 56057
United States
507-357-8286

Ship To:
Le Sueur County
Jeff Neisen
88 S Park Ave
Le Center, MN 56057-1658
United States
507-357-8286

Client Contact:
Jeff Neisen
(P) 507-357-8286
jneisen@co.le-sueur.mn.us

Client Executive:
Jason Hawkins
(P) 630.396.6318
(F) 630.396.6322
jhawkins@ITsavvy.com

Description: Cisco

Item Description	Part #	Tax	Qty	Unit Price	Total
1 Cisco Catalyst 3850-12XS-S Switch - L3 - managed - 12 x 1 Gigabit / 10 Gigabit SFP+ - desktop, rack-mountable Manufacturer Part #: WS-C3850-12XS-S	16560082	Y	6	\$9,983.40	\$59,900.40
2 Cisco SMARTnet Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: WS-C3850-12XS-S, WS-C3850-12XS-S-RF, WS-C3850-12XS-S-WS Manufacturer Part #: CON-SNT-WSC3851X	16561245	Y	6	\$706.15	\$4,236.90
3 Cisco SFP+ transceiver module - 10 GigE - 10GBase-LR - LC/PC single-mode - up to 6.2 miles - 1310 nm Manufacturer Part #: SFP-10G-LR-S=	16345224	Y	7	\$1,234.04	\$8,638.28
4 Cisco SFP (mini-GBIC) transceiver module - GigE - 1000Base-T - RJ-45 - for Cisco 20-port 1-Gigabit; Nexus 7700 F3-Series, 9372PX, 9396PX Manufacturer Part #: GLC-TE=	16722041	Y	13	\$277.66	\$3,609.58

Fair Market Value		\$1 Buy Out	
3 Year FMV / Year	5 Year FMV / Year	3 Year \$1 / Year	5 Year \$1 / Year
\$25,033.10	\$16,773.95	\$27,316.73	\$17,228.58

Lease prices listed above are estimates. They apply for Public School and Municipal Entities only. They are based upon individual credit review and approval. Your final rates will be determined after credit review.

Subtotal: \$76,385.16
Shipping: \$0.00
Tax: Exempt
TOTAL: \$76,385.16

ITsavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

All non-recurring services are 50% due upon signing of contract, 40% due upon delivery of equipment, balance due upon install.

ITsavvy's General Terms and Conditions of Sale, which can be found at www.ITsavvy.com/termsandconditions, shall apply to and are incorporated into all agreements with Client, including all Orders.

Printed Name: _____

Title: _____

Authorized Signature: _____

Date: _____



Pricing Proposal
Quotation #: 15802846
Created On: 8/15/2018
Valid Until: 9/14/2018

County of Le Sueur

Senior Inside Account Executive

Jeff Neisen
88 South Park Avenue
Le Center, MN 56057
United States
Phone: 507.357.2251 ext 286
Fax:
Email: jneisen@co.le-sueur.mn.us

Stephanie Hawley
290 Davidson Ave
Somerset, NJ 08873
Phone: (732) 652-0332
Fax: (732) 564-8078
Email: Stephanie_Hawley@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Cisco Catalyst 3850-12XS-S - Switch - L3 - managed - 12 x 1 Gigabit / 10 Gigabit SFP+ - desktop, rack-mountable Cisco Systems - Part#: WS-C3850-12XS-S	6	\$9,776.00	\$58,656.00
2	Cisco SMARTnet Solution Support - Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: WS-C3850-12XS-S, WS-C3850-12XS-S-RF, WS-C3850-12XS-S-WS Cisco Systems - Part#: CON-SSSNT-WSC3851X	6	\$928.00	\$5,568.00
3	UNIVERSAL Cisco Systems - Part#: S3850UK9-163	6	\$0.00	\$0.00
4	Cisco - Power cable - IEC 60320 C15 to NEMA 5-15 (M) - AC 110 V - 2.44 m - North America - for Catalyst 3850-24, 3850-48 Cisco Systems - Part#: CAB-TA-NA	6	\$0.00	\$0.00
5	No Stack Cable Selected Cisco Systems - Part#: C3850-STACK-NONE	6	\$0.00	\$0.00
6	No Stack Cable Selected Cisco Systems - Part#: C3850-SPWR-NONE	6	\$0.00	\$0.00
7	Cisco - Power supply slot cover Cisco Systems - Part#: PWR-C1-BLANK	6	\$0.00	\$0.00
8	Cisco Network Module Blank - Blank panel - for Catalyst 3850-24, 3850-48 Cisco Systems - Part#: C3850-NM-BLANK	6	\$0.00	\$0.00
9	Cisco - Power supply - hot-plug / redundant (plug-in module) - AC 100-240 V - 350 Watt - for Catalyst 3850-12, 3850-16, 3850-24, 3850-48 Cisco Systems - Part#: PWR-C1-350WAC	6	\$0.00	\$0.00
10	Cisco - SFP+ transceiver module - 10 GigE - 10GBase-LR - LC/PC single-mode - up to 10 km - 1310 nm	7	\$1,209.00	\$8,463.00

11	Cisco - SFP (mini-GBIC) transceiver module - GigE - 1000Base-T - RJ-45 - for Cisco 20-port 1-Gigabit; Nexus 7700 F3-Series, 9372PX, 9396PX Cisco Systems - Part#: GLC-TE=	13	\$272.00	\$3,536.00
			Subtotal	\$76,223.00
			Total	\$76,223.00

Additional Optional Items

	Cisco - SFP (mini-GBIC) transceiver module - GigE - 1000Base-T - RJ-45 - up to 100 m - refurbished - for P/N: CWDM-SFP-1490, GLC-GE-100FX, SFP-GE-L, SFP-GE-L=, SFP-GE-S, SFP-GE-T=, SFP-GE-Z Cisco Systems - Part#: SFP-GE-T-RF	13	\$160.00	\$2,080.00
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Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

CURRENT BILLING SUMMARY

Local Service from 04/16/18 to 05/15/18

Qty Description	507/357-2251.0	Charge
Basic Charges		
PRI Bundle - 100 DID's 3 Year Term		500.00
Caller ID Name & Number		
DID Block of 100 Numbers		
ISDN PRI 3 Year Term		
6 Telephone Line-Business		222.54
Telephone Line-PBX		48.84
17 Flat Rate-Private Line		280.50
7 Access Recovery Charge Line Business		21.00
7 Multi-Line Federal Subscriber Line Charge-Bus		64.40
2 Subscriber Multiline PRI		92.00
6 DID 20 Add'l T-Adv		30.00
9 DID Block of 20 Numbers		45.00
PRI Port Charge A Monthly Recurring		27.84
Federal USF Recovery Charge		32.60
31 MN TAM Surcharge		1.55
31 MN TAP Surcharge		.93
31 MN State 911 Surcharge		29.45
Total Basic Charges		1,396.65
Non Basic Charges		
Simply Business Broadband Ultimate Plus - Dynamic IP		50.00
Simply Business Broadband Ultimate Plus		
Simply Business Broadband Ultimate Plus		
Call Forward Fixed		6.00
2 Additional Listing - Business		9.00
5 Directory Listing Extra Lines - Business		22.50
4 Foreign Exchange Listing - Business		22.00
2 Non-Published Listing		6.02
Ethernet Port & Access Intrastate 20 Mbps		1,000.00
Other Charges-Detailed Below		51.72
FCA Long Distance - Federal USF Surcharge		9.50
Total Non Basic Charges		1,176.74
Toll/Other		
15,000 Minutes Block of Time		400.00
Other Charges-Detailed Below		3.99
FCA Long Distance - Federal USF Surcharge		74.33
Total Toll/Other		478.32

TOTAL 3,051.71

** ACCOUNT ACTIVITY **

Qty Description	Order Number Effective Dates	
1 Carrier Cost Recovery Surcharge	AUTOCH 4/16	3.99
1 Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH 4/16	4.31
507/357-2251 Subtotal		8.30
1 Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH 4/16	4.31
507/357-2252 Subtotal		4.31
1 Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH 4/16	4.31
507/357-4140 Subtotal		4.31
1 Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH 4/16	4.31
507/357-4282 Subtotal		4.31
1 Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH 4/16	4.31
507/357-4284 Subtotal		4.31
1 Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH 4/16	4.31
507/357-4341 Subtotal		4.31
1 Multi-Line Business Federal Pre-Subscribed Line Charge	AUTOCH 4/16	4.31

CUSTOMER TALK

If your bill reflects that you owe a Balance Forward, you must make a payment immediately in order to avoid collection activities. You must pay a minimum of \$1371.65 by your due date to avoid disconnection of your local service. All other charges should be paid by your due date to keep your account current.

Operator Services Discontinuation Information...

Pending federal and state regulatory approval where applicable, Frontier Communications will discontinue operator service features Busy Verification (BV) and Busy Interrupt (BI) effective June 1, 2018. These services will be discontinued throughout Frontier's service territory nationwide. Please note that this discontinuance is for the BV and BI features only and does not include all operator services.

The FCC will normally authorize this proposed discontinuance of service unless it is shown that customers would be unable to receive service or a reasonable substitute from another carrier or that the public convenience and necessity is otherwise adversely affected. If you wish to object, you should file your comments as soon as possible, but no later than 15 days after the Commission releases public notice of the proposed discontinuance. You may file your comments electronically through the FCC's Electronic Comment Filing System using the docket number established in the Commission's public notice for this proceeding, or you may address them to the Federal Communications Commission, Wireline Competition Bureau, Competition Policy Division, Washington, DC 20554, and include in your comments a reference to the 63.71 Application of Frontier Communications. Comments should include specific information about the impact of this proposed discontinuance upon you or your company, including any inability to acquire reasonable substitute service. You may also contact us in writing at Frontier Communications, P. O. Box 5166, Tampa, FL 33675.



Central Office – 658 Cedar St, St Paul, MN 55155

Service Authorization

COUNTY OF LE SUEUR LEC

435 E DERRYNANE ST
LE CENTER, MN 56057

Customer Contact: JEFF NEISEN
Phone: 507-357-8286

Date: August 10, 2018
Authorization No: SRW-00000162348

Purpose

This Service Authorization provides pricing information for the one-time and monthly costs for MNIT to purchase, install, configure, manage and maintain LAN devices for the new LeSueur County LEC and the Environment Building. MNIT provides:

- A 5 year refreshment on devices
- Keeps devices current with Cisco PCERT requirements
- 24/7 support
- Replacement with on-hand spare devices in the event that a device becomes faulty

The pricing provides two separate quotes:

- 2 managed layer2 devices – plus 1 LAN 24 port device
- 4 managed layer2 devices – plus 1 LAN 24 port device

All costs and configurations are identified in the Cost Summary section below. The rates are based upon the current Cost Recovery Schedule. The rates are subject to annual and/or periodic rate adjustments as jointly approved by the State Chief Information Officer and the Commissioner of Minnesota Management and Budget as part of the rate change process. *Minn. Stat.* §§ 16A.15 and 16C.05 requires that funds have been encumbered by the State agency to pay for these services.

Cost Details and Summary:

Customer Number **100A04002** Charge Number **N/A**

Option 1 - Cost for 2 managed layer2 devices and 1 24 port LAN device:

<u>Product Code</u>	<u>Description</u>	<u>Units</u>	<u>Monthly Rate</u>	<u>Monthly Charges</u>	<u>One Time Rate</u>	<u>One Time Charges</u>
LAN-12-FIBER	LAN-12-Fiber Device	2.00	\$394.00	\$788.00		
LAN-24	LAN 24 Port Device	1.00	\$158.00	\$158.00		
LAN-CONFIG	Install: LAN Device Config	3.00			\$215.00	\$645.00
LAN-INSTALL	Install: LAN Device Install	3.00			\$215.00	\$645.00
LAN-PS-ADV	LAN - Professional Services Hours Advanced – One-time	10.00			\$95.70	\$957.00
Summarized Totals - Monthly and One Time Charges:				\$946.00		\$2,247.00

Option 2 - Cost for 4 managed layer2 devices and 1 24 port LAN device:

<u>Product Code</u>	<u>Description</u>	<u>Units</u>	<u>Monthly Rate</u>	<u>Monthly Charges</u>	<u>One Time Rate</u>	<u>One Time Charges</u>
LAN-12-FIBER	LAN-12-Fiber Device	4.00	\$394.00	\$1,576.00		
LAN-24	LAN 24 Port Device	1.00	\$158.00	\$158.00		
LAN-INSTALL	Install: LAN Device Install	5.00			\$215.00	\$1,075.00
LAN-CONFIG	Install: LAN Device Config	5.00			\$215.00	\$1,075.00
LAN-PS-ADV	LAN - Professional Service hours Advanced	18.00			\$95.70	\$1,722.60
Summarized Totals - Monthly and One Time Charges:				\$1,734.00		\$3,872.60

Agency Approval:**LeSueur County selects to proceed with service implementation for:**

- ☐ **Option 1**
☐ **Option 2**

By signing below, authorization is given to MN.IT Services to proceed with the service implementation based upon the option selected for the Service Request Details contained in SRW-00000162348. The implementation timeline is 90 days from the date the approved Service Authorization is received by MNIT Services or a later date as agreed upon between LeSueur County and MNIT Services.

Signature of staff person with delegated authority

Date

Print Name

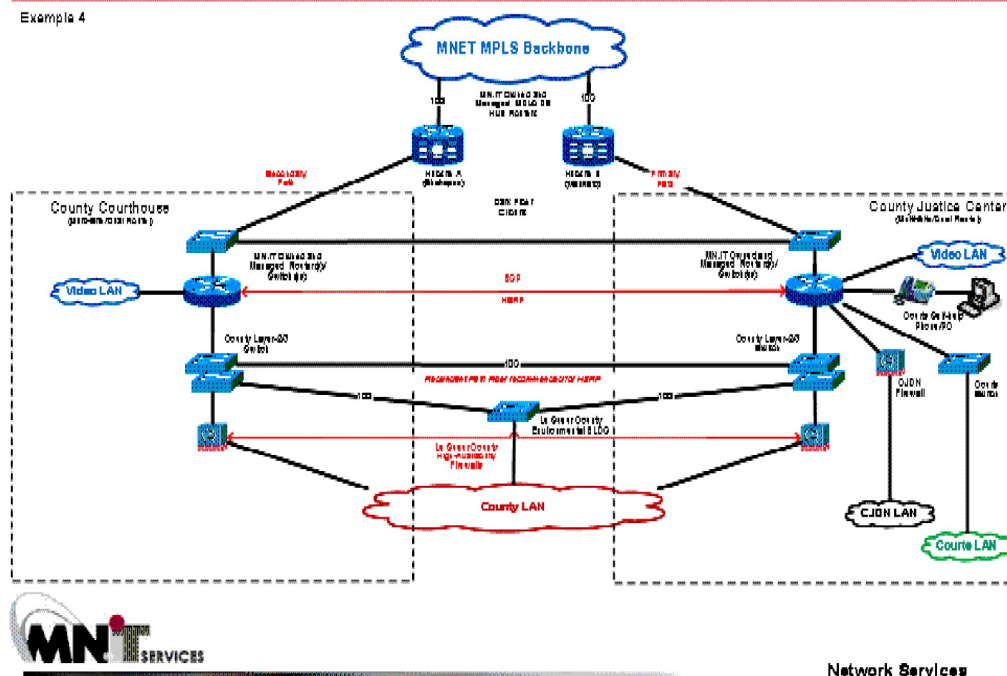
Title

Phone

Dual-Homed Dual Router Multi-site

Last modified 10 August 2018 at 11:02:45
VEDC\ADMIN\F801\home\dlfowers\Desktop\WIN.IT Le Sueur County Redundancy v1.0.ved
INTERNAL USE ONLY

Example 4



Recommended State Managed Fiber

	Purchase
ITSavvy	\$76,385.16
SHI	\$76,223.00

State Proposal	\$1,734.00 Monthly
	\$104,040.00 5 year cost

Current Frontier Cost to Highway	\$1,000.00
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Advantages	24/7 monitored/managed/supported No cost replacement/upgrades New Justice Center and Courthouse linked together 50 Times speed increase at Highway/Enviromental Already putting fiber in ground
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Le Sueur County, MN

Tuesday, August 21, 2018

Board Meeting

Item 11

10:30 a.m. Darrell Pettis, County Administrator (5 min)

RE: Le Sueur County Procurement Policy

RE: City of Preston Request

RE: Justice Center Utility Easement - Woelfel lot

RE: Purchase Agreement with Charles Theis for CSAH 104

Staff Contact:



CITY OF PRESTON

P.O. Box 657, 210 Fillmore Street West
Preston, MN 55965

Telephone: 507-765-2153

Fax: 507-765-2794

July 25, 2018

Darrell Pettis
Le Sueur County Board
88 S Park Avenue
LeCenter, MN 56057

Mr. Pettis,

I'm very excited to share with you, and the Le Sueur County Board, that the first skilled nursing Veterans Home in Southeastern Minnesota is very close to becoming a reality. Preston was chosen as one of three sites across greater Minnesota for the construction of a new veterans home.

The construction costs for Veterans Homes are funded by a combination of local, state and federal funds. In May of this year, the Legislature and Governor allocated \$10.2 million in state bond funds for construction of this home. The City of Preston will purchase and donate the 15-acre site (\$210,000) and has pledged an additional \$360,000 in cash. Fillmore County has pledged \$350,000 in cash. While ongoing, to date individuals and organizations in the Preston area have pledged \$110,000 in cash. The federal government will match local and state contributions 2-1.

The facility design work will start in October and while our hope is to build a 72-bed home, the local contributions pledged in the next 5 weeks will dictate the size and amenities of the facility.

The City of Preston respectfully requests the Le Sueur County Board to consider a contribution to this project.

Why should Le Sueur County consider a contribution?

While this facility will be open to veterans from across Minnesota, our 2017 needs assessment estimates that 10% of the residents in this facility will come from the study's "tier 3" counties (Le Sueur, Rice, Goodhue and Wabasha).

How much should our County Board consider donating?

A number of Counties near to the other proposed veterans homes have pledged \$50,000 each to their respective projects.

When does our County Board need to make a decision?

The Minnesota Department of Veterans Affairs has requested the pledge commitments be made by August 31, 2018. The contributions will need to be received by the state no later than March 23, 2019. Contributions will be placed into a state-managed escrow fund. If your County intends to make a donation, please return the enclosed pledge card by Friday, August 24.

Please see the attached pledge card for additional information. Please direct questions relating to the project or the pledge to our City Administrator, Joe Hoffman, at (507) 765-2153 or jhoffman@prestonmn.org.

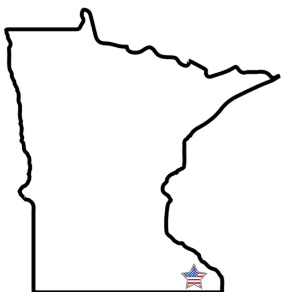
Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Kurt Reicks" followed by a vertical line and the initials "MR".

Kurt Reicks
Mayor

PRESTON VETERAN'S HOME



- ▶ 72-bed skilled nursing care facility – first and only in Southeastern Minnesota
- ▶ Proposed to serve 15 Counties in Southeastern Minnesota
- ▶ \$30+ million facility cost
- ▶ Many veterans left their communities behind to serve their country – having veterans homes in Greater Minnesota ensures our veterans don't again need to travel far from home to get the care they deserve.

Pledges are due by August 24, 2018.

County Name _____

Amount of Pledge \$_____

Funds to be deposited in State escrow account no later than March 23, 2019

Please send pledge card to: City of Preston, PO Box 657, Preston, MN 55965

Please contact Joe Hoffman, Preston City Administrator, with any questions about the project or your pledge. 507-765-2153 or jhoffman@prestonmn.org

2018 Minnesota Session Laws

Key: (1) language to be deleted (2) new language

CHAPTER 107--H.F.No. 3841

An act relating to local government; increasing the contract ranges in the Uniform Municipal Contracting Law; amending Minnesota Statutes 2016, section 471.345, subdivisions 3, 4.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 2016, section 471.345, subdivision 3, is amended to read:

Subd. 3. **Contracts over ~~\$100,000~~ \$175,000.** If the amount of the contract is estimated to exceed ~~\$100,000~~ \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing contracts by the particular municipality or class thereof. With regard to repairs and maintenance of ditches, the provisions of section 103E.705, subdivisions 5, 6, and 7, apply.

Sec. 2. Minnesota Statutes 2016, section 471.345, subdivision 4, is amended to read:

Subd. 4. **Contracts exceeding \$25,000 but not ~~\$100,000~~ \$175,000.** If the amount of the contract is estimated to exceed \$25,000 but not to exceed ~~\$100,000~~ \$175,000, 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.

Sec. 3. **EFFECTIVE DATE.** Sections 1 and 2 are effective August 1, 2018, and apply to contracts entered into on or after that date.

Presented to the governor April 26, 2018

Signed by the governor April 26, 2018, 11:13 a.m.

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Le Sueur County Federal Award Procurement Policy

Purpose

The Federal Office of Management and Budget (OMB) released new guidance on Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards in OMB 2 CFR 200.317 through 200.326. The new guidance for all Federal Grant Awards and additional funding will be implemented as of January 1, 2017.

Responsibilities for Persons Procuring Federal Awards

It is the responsibility of persons procuring Federal awards to ensure each type of procurement is following Federal policies and procedures and complies with OMB 2 CFR 200.317 through 200.326 as attached to this policy from the Code of Federal Regulations. It is also the responsibility of persons procuring Federal awards to follow applicable state and local laws and regulations that are more restrictive than the guidelines spelled out in the OMB 2 CFR 200.317 through 200.326, and as applicable to refer to and comply with the remainder of subpart D, which can be found online at:

<https://www.ecfr.gov/cgi-bin/text-idx?SID=eb4197da3399f44aabc1b1e282acf0&mc=true&node=pt2.1.200&rgn=div5#sp2.1.200.d>

Le Sueur County Written Standards of Conduct for Federal Award Procurement

All procurements of property and services under a Federal award must follow Le Sueur County's written standards of conduct, as referenced from 2 CFR part 200 subpart D §200.318. Specifically, no employee, officer or agent may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. A conflict of interest arises with the employee, officer, or agent, and member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of Le Sueur County may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

A conflict of interest also exists if Le Sueur County has a parent, affiliate, or subsidiary organization that is not a state, local government or Indian tribe, and Le Sueur County is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

Methods of Procurements under a federal Award [§200.320]

1. Micro-Purchases: Acquisition of supplies and services less than \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act).
 - a. No quotations needed if the price is reasonable
 - b. Equitable distributions among qualified suppliers
2. Small Purchases: Relatively simple and informal procurement methods for services, supplies or other property that is up to \$175,000.

- a. Price or rate quotations must be obtained from an adequate number of qualified sources.
- 3. Sealed Bids (formal advertising): more than \$175,000. Le Sueur County will use the lesser of the 175,000 minimum indicated in Minnesota Statute 471.345 and the \$150,000 minimum prescribed in the Federal Acquisition Regulations. Publicly solicited and a firm fixed price contract is awarded the bid that is the lowest price. The sealed bid method is the preferred method for procuring construction, if the conditions in §200.320 paragraph C (1) apply.
 - a. In order for sealed bidding to be feasible, the following conditions should be present:
 - i. A complete, adequate, and realistic specification or purchase description is available;
 - ii. Two or more responsible bidders are willing and able to compete effectively for the business; and
 - iii. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 - b. If sealed bids are used, the following requirements apply:
 - i. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, the invitation for bids must be publicly advertised;
 - ii. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - iii. All bids will be opened at the time and place prescribed in the invitation for bids, the bids must be opened publicly;
 - iv. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - v. Any or all bids may be rejected if there is a sound documented reason.
- 4. Competitive Proposals: More than \$175,000. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost reimbursement type contract is awarded. Generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The County must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

- e. The County may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
5. Non-Competitive Proposals: Procurement through solicitation of a proposal from only one source. May only be used when one or more of the circumstances apply:
 - a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from Le Sueur County; or d. After solicitation of a number of sources, competition is determined inadequate.

General Standards for Procurements

When procuring property and services, the following procurement standards must be followed as referenced from §200.318:

1. Ensure contractors are performing in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Contracts should only be awarded to responsible contractors who have the ability to perform successfully under the terms and conditions of the procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
2. To reduce costs, the use of value engineering clauses is encouraged for large projects, such as construction. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
3. Consideration and analysis should be made to make the most economical approach of procurements. Avoid acquisition of unnecessary or duplicative items, and analyze the value of a lease versus purchase when applicable, or any other purchases for that matter. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase.
4. Le Sueur County is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate, or use of common or shared goods and services to promote a cost-effective use of shared services. Also, the use of Federal excess and surplus property in lieu of purchasing new is encouraged whenever feasible.
5. The following records must be maintained to detail the history of the procurement: reason for the method of procurement, selection of contract type, contractor selection or rejection, and basis for contract price.
6. Time and material type contract may be used only after it is determined there is no other suitable contract and if the contract includes a ceiling price that the contractor exceeds at its own risk. If this contract is used, a high degree of oversight is required to ensure the contractor is using efficient methods and effective cost controls.

7. Le Sueur County is responsible for the settlement of all contractual and administrative issues arising out of procurements, which include, but are not limited to: source evaluation, protest, disputes and claims.

Competition

Le Sueur County must engage in full and open competition for all procurement transactions consistent with the standards as referenced from §200.319. Records that sufficiently detail the history of all procurements, including small purchases, must be kept on file.

Contractors that draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for procurements. Some other examples of situations include but are not limited to:

1. Placing unreasonable requirements on firms for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices and contracts;
4. Organizational conflicts of interest;
5. Specifying only a "brand name" instead of allowing "an equal" product to be offered; and
6. Any arbitrary action in the procurement process.

In addition, Le Sueur County must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local or tribal geographical preferences in the valuation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preferences, or for state licensing law. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract [§200.319].

Le Sueur County must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used when possible [§200.321]. A list of persons, firms, or products which are used in acquiring goods and services must be kept current and include enough sources to ensure open and free competition.

All procurements under a Federal award must ensure that all solicitations have the following:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. Detailed product specifications should be avoided if at all possible.
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

Procurements of Recovered Materials

Le Sueur County must comply with section 6002 of the Solid Waste Disposal Act as referenced from §200.322.

Contract Cost and Price

As referenced from §200.323; refer for a detailed explanation of this requirement.

1. Every procurement action in excess of the \$175,000 threshold, including contract modification, must have a cost or price analysis. As a starting point, the County must make independent estimates before receiving bids or proposals.
2. Profit must be negotiated as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed.
3. For information on costs or prices based on estimated costs for contracts, please refer to CFR 2 subpart E which defines cost principles or Polk County purchasing policy.
4. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Federal Awarding Agency or Pass-Through Entity Review

Le Sueur County must make available, upon request from the Federal awarding agency or pass-through entity, technical specifications, pre-procurement review, and all other documents related to proposed procurements, as referenced in §200.324.

Bonding Requirements

Le Sueur County will follow Minnesota Statute 574.26 for bonding requirements on construction or facility improvement contracts or subcontracts exceeding our \$175,000 Simplified Acquisition Threshold, which is more restrictive than the Uniform Federal Guidance.

Contract Provisions

Follow provisions as described in Appendix II to Part 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

1. Contracts for more than the simplified acquisition threshold currently set at \$175,000 for Le Sueur County, (Le Sueur County will use the lesser of the 175,000 minimum indicated in Minnesota Statute 471.345 and the \$150,000 minimum prescribed in the Federal Acquisition Regulations), must address administrative contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the County including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41CFR Part 60-1.3 must include the equal opportunity clause provided under 41CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by Le Sueur County must

include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Le Sueur County must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Le Sueur County must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Le Sueur County must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by Le Sueur County in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires Le Sueur County to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be

reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Camp., p. 189) and 12689 (3 CFR part 1989 Camp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$175,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Le Sueur County award.
10. See §200.322 Procurement of recovered materials.

200.322: Le Sueur County must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Le Sueur County and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

When you enter into a covered transaction with another person at the next lower tier, you must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by: (a) Checking SAM Exclusions; or

(b) Collecting a certification from that person; or

(c) Adding a clause or condition to the covered transaction with that person.

Approved by the Le Sueur County Board of Commissioners on _____, 2018.

Le Sueur County Board Chair

Le Sueur County Administrator

Code of Federal Regulations

Title 2 - Grants and Agreements

Volume: 1

Date: 2014-01-01

Original Date: 2014-01-01

Title: Section 200.317 - Procurements by states.

Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. - Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS. Subpart D - Post Federal Award Requirements. - Procurement Standards.

§ 200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with § 200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section § 200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

§ 200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

Code of Federal Regulations

Title 2 - Grants and Agreements

Volume: 1

Date: 2014-01-01

Original Date: 2014-01-01

Title: Section 200.319 - Competition.

Context: Title 2 - Grants and Agreements, Subtitle A - Office of Management and Budget Guidance for Grants and Agreements, CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE, - Reserved, PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, Subpart D - Post Federal Award Requirements, - Procurement Standards.

§ 200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

Code of Federal Regulations

Title 2 - Grants and Agreements

Volume: 1

Date: 2014-01-01

Original Date: 2014-01-01

Title: Section 200.320 - Methods of procurement to be followed.

Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. - Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS. Subpart D - Post Federal Award Requirements. - Procurement Standards.

§ 200.320

Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be publicly opened at the time and place prescribed in the invitation for bids;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

Code of Federal Regulations

Title 2 - Grants and Agreements

Volume: 1

Date: 2014-01-01

Original Date: 2014-01-01

Title: Section 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. - Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS. Subpart D - Post Federal Award Requirements. - Procurement Standards.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§ 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§ 200.323 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Code of Federal Regulations

Title 2 - Grants and Agreements

Volume: 1

Date: 2014-01-01

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Title: Section 200.324 - Federal awarding agency or pass-through entity review.

Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. - Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS. Subpart D - Post Federal Award Requirements. - Procurement Standards.

§ 200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§ 200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§ 200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Performance and Financial Monitoring and Reporting



Le Sueur County, MN

Tuesday, August 21, 2018

Board Meeting

Item 12

Commissioner Committee Reports

Staff Contact:

Le Sueur County, MN

Tuesday, August 21, 2018

Board Meeting

Item 13

Future Meetings

Staff Contact:

Future Meetings August - September 2018

August 2018

Tuesday, August 21	Board Meeting, 9:00 a.m. **Budget Meetings to continue after the meeting.
Tuesday, August 28	Board Meeting, 9:00 a.m. *West Jefferson Work Session *No Wake Zone Ordinance Work Session

September 2018

Monday, September 3	Offices Closed for Labor Day
Tuesday, September 4	Board Meeting, 9:00 a.m.
Thursday, September 13	P&Z Meeting, 7:00 p.m. at Environmental Services
Thursday, September 20	Board of Adjustment Meeting, 3:00 p.m. at Environmental Services
Tuesday, September 18	Board Meeting, 9:00 a.m.
Tuesday, September 25	Board Meeting, 9:00 a.m.