
Le Sueur County, MN

Tuesday, August 5, 2014

Board Meeting

Item 5

9:45 a.m. Darrell Pettis, County Administrator / Engineer

RE: MCCC Joint Powers Agreement

RE: Aurora Energy

RE: Tyrone Twp Bridge Project

RE: County CIP and 2015 Bonding

RE: EMPG Grant 2014

Staff Contact:

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT**

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT, made as of the 4th day of June, 2014, by and between the Minnesota Counties Computer Cooperative ("MCCC") and _____ ("Member"), to amend, restate and redefine the operation of MCCC, and the rights, benefits, obligations and liabilities of MCCC members.

WITNESSETH:

WHEREAS, MCCC and its participating members have established by agreement an organization through which the parties may jointly and cooperatively provide for the establishment, operation, and maintenance of data processing facilities, software and other information management systems for the use and benefit of the parties; and

WHEREAS, Minnesota Statutes, Section 471.59, authorizes two or more units of government jointly or cooperatively to exercise any power common to the parties or any other similar power and by agreement to provide for a joint board representing the parties to the agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and pursuant to Minnesota Statutes, Section 471.59, as amended, and any other applicable statutes, the parties hereto do hereby mutually agree, affirm and agree as follows:

**Article I
Purpose**

Member and the other members of MCCC have agreed to a cooperative mechanism, enabling them to jointly exercise powers common to each participating member to:

- A. Develop, maintain and enhance proprietary software programs and related information systems and services of interest to MCCC members and licensees, that can be registered and owned by MCCC, and which may also be offered to third parties for commercialization by license or other agreement outside of Minnesota;
- B. Acquire or license third party software programs and related information systems and services of interest to MCCC members;
- C. Provide for post-installation training, maintenance, support, enhancement and related managed professional services for MCCC software programs and related information systems;

- D. Pursue government and related technology grants and related opportunities to acquire or improve software programs and information systems of interest to MCCC members and eligible licensees;
- E. Assess, collect, hold and disburse dues, contract payments and other member contributions authorized by the Board;
- F. Employ a full time Executive Director to administer MCCC operations and directives of the Board, and such other employees as may be necessary or desirable to administer MCCC operations;
- G. Rent, purchase or otherwise acquire and hold property and other assets necessary or reasonably desirable for the successful operation of the MCCC;
- H. Organize and conduct annual regional and MCCC conferences, User Group training sessions, workshops and other meetings of members and licensees; and
- I. Establish and maintain a listing of such minimum acceptable contract terms to be included in any software license or managed services agreement, including such minimum required liability insurance obligations for all such licensors or service providers that meet or exceed the minimum standards as recommended from time to time by the Minnesota Counties Intergovernmental Trust (MCIT), or of any other primary insurer of MCCC.
- J. Engage in such other similar or related services and programs as determined by the Board as are incident to and proper or reasonable to carry out the foregoing.

It is further the intent of the members to establish procedures whereby additional qualifying members may be added to Agreement, and to establish a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of MCCC members and eligible software licensees.

Article II Name

The name of this joint powers entity shall be the MINNESOTA COUNTIES COMPUTER COOPERATIVE, hereinafter sometimes referred to as the "MCCC".

Article III Membership

Membership in the MCCC shall be open to any governmental unit or other political subdivision of the State of Minnesota as contemplated by M.S. 471.59 Subdivision 1. The Board may impose such conditions on membership, and may create or modify different classes, levels or types of membership within MCCC, with differing member rights, privileges or obligations as it deems appropriate to protect the interest of the MCCC and to provide for the benefit of its

members; and in compliance with such conditions as are required by this Agreement, then-current Bylaws as amended ("Bylaws"), or by applicable statutes, administrative rules or other applicable Minnesota regulations for Minnesota joint powers organizations. During the term of membership, Member shall be entitled to use software and related managed professional services for all software in use by any User Group that Member belongs to, subject to payment of all applicable User Group fees or other associated charges relating to such software.

Member agrees that such access and use of software is also contingent upon and subject at all times to compliance with all then-current MCCC software and information systems rules and regulations (as well as those license and other covenants and obligations made by MCCC with any third party owners). Member shall maintain in strictest confidence any and all software source code, user documentation or other confidential asset of MCCC and/or any third party licensor, and acknowledges that such access and usage is reserved and authorized solely for Member's confidential internal use only, and that Member has no right to, and will not sell, license, distribute, transfer or otherwise make any unauthorized copy of any software source or object code or system or user documentation or any derivatives thereof, or to make any other unauthorized use of such assets without the prior written authorization of the MCCC Board or the Executive Director; and that all MCCC or third party licensor software or other property (including copies thereof) will be removed from such Member's computer system and returned to MCCC (or destroyed, if so requested by MCCC), promptly following such Member's withdrawal, other termination of membership, or following any uncured breach of such license or other software use agreement. In the event that any Member is authorized to and modifies the source code, such Member shall indemnify, defend and hold the MCCC, other members or licensees, harmless from any claims resulting from such modifications, as well as for any unauthorized disclosure or other unauthorized use of such source code.

Article IV

Board of Directors

There is hereby created a Board of Directors of the MCCC, herein referred to as the "Board", which shall be empowered to oversee and administer the MCCC, in the manner provided in the Bylaws, as may be amended from time to time. The Board shall be fully empowered to oversee and direct all the affairs of the MCCC and to do all things necessary or convenient for the furtherance of the purposes of the MCCC, including but not limited to: expending and receiving funds; entering into contracts, leases, and other agreements and obligations; employing personnel either as employees or by contract, including consultants, such as technology advisors, attorneys, accountants or others. At all times as Member is an eligible Voting Member (as such term is defined in the Bylaws), Member and each other eligible MCCC Voting Member shall elect those Board representatives as provided in the Bylaws, who shall each serve for an indefinite term and until such Board representative dies, resigns, retires from employment with, or is otherwise removed or replaced by the affirmative vote of a majority of the Voting Members present and participating at the Annual Meeting, or at a special meeting of the Voting Members called, noticed and held for such purposes.

The Board shall have the full authority and direction of Member to oversee and manage the business of the MCCC, except:(a) as may be limited or otherwise modified from time to time by

any resolution duly approved by the majority affirmative vote of Voting Members in attendance at the Annual Meeting, or at a special meeting of Voting Members called, noticed and held for such purposes; or (b) and/or except for matters of long range policy, or any proposed amendment of this Agreement or of the Bylaws; or (c) the approval of the MCCC annual budget, which shall each be the exclusive province of the Voting Members. The MCCC Board shall be comprised of the officers, regional representatives, and the Information Service Support Group at-large Member, all as designated in the Bylaws, and a majority of all then-current Board members shall be necessary and sufficient to constitute a quorum for the transaction of business.

Article V User Groups

The Board shall be empowered to create, manage, modify, or terminate MCCC user groups, to be comprised of members and other licensed end users of similar software programs and other information systems (“User Groups”), to be operated under such standard User Group rules and regulations as have been approved from time to time by the Board (the “User Group Rules and Regulations”). Subject to Board approval, User Groups may elect and replace User Group officers; create and administer annual User Group budgets; and prepare recommendations for User Group software or information systems acquisitions, enhancements or related services of interest to that User Group’s participants, or propose revisions to its User Group’s Rules and Regulations.

Article VI Bylaws and Operating Policies and Procedures

MCCC’s then-current Voting Members shall adopt, and shall have the sole power and authority to amend or replace the Bylaws, which shall provide for the operation and administration of the MCCC. The Voting Members, by resolution of the affirmative majority vote of eligible Voting Members in attendance at the Annual Meeting, or at any special meeting called, noticed and held for such purpose, or by electronic or mailed ballot in lieu of a meeting, may also adopt and modify User Group Rules, or any other operating policies and procedures, or other policies or agreements that may be created or utilized from time to time to direct and document the specific activities of the MCCC, consistent with this Agreement and the Bylaws.

Article VII Financial Matters/Limitation of Liability

MCCC shall have a calendar fiscal year beginning January 1 and ending each December 31. On or before June 1 of each year, the MCCC Board shall prepare and circulate to each Member a proposed annual budget for the following calendar fiscal year, comprised of budgeted operating costs, other expenses, capital costs and other revenues and expense categories, which budget will be subject to review, adjustment and/or approval for the next year by the affirmative majority vote of Voting Members at the Annual Meeting, to be held each June. During each fiscal year, the approved MCCC budget and individual line items therein may be adjusted by the Board in order to reflect actual costs incurred; changes in estimated expenses, costs or revenues; or reallocation of budgeted costs and expenses, with any such adjustments promptly reported to all

MCCC members. Each User Group shall be responsible for determining and providing amounts to MCCC's Executive Director by June 30 of each fiscal year, which will be invoiced to participating User Group members for the following year's participation and other shared fees and expenses and as otherwise provided in the Bylaws.

Member agrees to promptly pay its proportional share of all MCCC expenses, as well as its User Group fees or other contributions upon receipt of and in the manner designated in MCCC invoices, and to pay or reimburse MCCC for its reasonable attorney's fees or other costs incurred in enforcement of this Agreement (collectively, "Costs"). All software licenses and similar agreements will include comparable provisions for User Group Members, or for licensee User Group participants, who are not eligible for MCCC membership as defined in Article III above. Member will be temporarily ineligible to vote if and for as long as any invoice(s) and any interest or other expenses remain unpaid. Minnesota Statutes Chapter 118A shall govern all depositories and investments of MCCC funds.

The Board may, at its discretion and from time to time, determine that an assessment is necessary to insure the financial integrity of the MCCC, to operate and maintain the MCCC or to carry out other purposes of the MCCC pursuant to this Agreement. Such assessments shall be in a form, manner and amount as determined by the Board, and shall be payable to MCCC by Member and other members in the manner specified by the Board, provided that any proposed assessment of Member that exceeds the amount of \$50,000 will not be binding unless and until such assessment has also been ratified by a majority of the applicable County Board of Commissioners or other ultimate governing bodies of those Voting Members present and voting at the Annual Meeting, or at a special meeting of all MCCC Voting Members called, noticed and held for such purpose.

To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity", and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, Subd. 1(a); provided further that for purposes of that statute, Member expressly declines responsibility for the acts or omissions of MCCC, or of any other MCCC member. The parties to this Agreement are not liable for the acts or omissions of the other participants to this Agreement, except to the extent to which they have expressly agreed in writing to be responsible for acts or omissions of any other MCCC member(s).

Article VIII

Withdrawal of Member

Member or any other MCCC members may only withdraw from this Agreement, or any MCCC User Group created pursuant to Article V, in the manner provided in this Article VIII. To withdraw from a User Group and/or the MCCC, Member must first give at least ninety (90) days prior written notice of its intent to do so to the MCCC's Executive Director, to be delivered by certified or registered mail or national overnight courier service or by facsimile or email, in cases where Member can provide verified, reliable proof of delivery, with such withdrawal to become effective as of the first day of the calendar quarter following the quarter in which such notice was given and the 90 day notice period expires.

Member shall remain jointly and severally liable for its full share of all fees, costs, expenses, debts, obligations and liabilities which were incurred by or on its behalf during the term of its membership, including, without limitation, any such amounts attributable to Member's participation in any User Group for then-current or pending software or other information system deliverable, service obligation, updates, enhancements or other participatory projects or other work then in progress through the expiration or conclusion of each such User Group program as approved by the User Group prior to Member's delivery of the termination notice specified in the prior paragraph. Member's financial withdrawal liability and payment arrangements therefor will be determined by the Board, who shall calculate and offer a present value discount if such liabilities are paid as a lump sum by the Member on or prior to the effective date of termination. Member shall also be liable for all MCCC enforcement Costs for any withdrawal obligation not paid within 10 days of invoice, or of such other payment deadline as specified by the Board.

Member's withdrawal shall not affect the continuance of the MCCC or any User Group by the remaining members and other participants. If Member terminates or ceases to qualify for participation in the MCCC, Member shall have no right or claim to the assets, reserves or other holdings of the MCCC on withdrawal or termination, unless deemed appropriate by the Board, who may, in its sole discretion, determine the nature and timing of any distribution of assets to a withdrawing member.

Member may apply for post-termination use of MCCC software in use by such Member as of withdrawal, in the same manner as provided in Article X below for termination of MCCC membership.

Article IX Insurance

From time to time, MCCC may purchase and maintain liability insurance coverage with carriers and such coverage terms as are approved by the Board, in order to insure the activities of MCCC and its joint software, information systems and services, with copies of such policies made available to members upon request.

- A. MCCC shall be considered a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Amended and Restated Joint Powers Agreement. MCCC shall comply with all laws and rules that govern a public entity in the State of Minnesota, and shall be entitled to the protections of Minnesota Statutes, Chapter 466.
- B. MCCC shall defend, indemnify and hold Member harmless against all claims, losses, liability, suits, judgment, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of MCCC. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

Article X
Term of Agreement/Termination of All Member Agreements

This Agreement shall remain in effect indefinitely until:

- A. Terminated by the written agreement of Member and all other MCCC members;
- B. Suspended or superseded by a subsequent agreement between all MCCC members, adopted and approved at a duly called meeting or otherwise as provided by the Bylaws;
- C. Dissolution of MCCC by affirmative vote of a majority of its members;
- D. Otherwise terminated by operation of law;

In the event that the MCCC is terminated as specified in subsections (A)-(D) above, and subject to the provisions of Article XII below relating to potential future use of software products then in use by MCCC, any property or other assets acquired by the Board shall be distributed to Member and the then-current other members in a manner commensurate with their contributions, or otherwise as determined by the Board. However, sufficient reserves shall be retained and maintained consistent with the MCCC's obligations and known or foreseeable risks, under this Agreement, the Bylaws, and applicable laws or regulations.

Article XI
Term of Agreement/Termination of Member's Agreement

This Agreement shall remain in effect indefinitely until:

- A. Terminated by the mutual written agreement of MCCC and Member; or
- B. Terminated by MCCC following delivery of any exclusion notice issued by MCCC to Member under [Article VI] of the then-current MCCC Bylaws, or otherwise in any manner provided for therein.

Article XII
Post Termination Use of MCCC Software

Termination under Article X or Article XI will also terminate Member's rights and license to use MCCC software or related services, except with MCCC's express prior written consent. MCCC agrees to grant its consent upon request and provided that Member is no longer delinquent in any payment or other pre-termination obligations for the then-current version(s) of any software owned by MCCC, and/or licensed from third parties and sublicensable after termination of such membership. Any such post-termination use of software by a former Member will be on a nonexclusive, nontransferable basis; fully subject to the terms of any then-current license or sublicense agreements; and contingent on the execution of an assumption, release and indemnification agreement in a form specified by MCCC, acknowledging that such software is

being acquired without warranty and in “AS IS” condition, and that the user(s) thereof will indemnify, defend and hold MCCC, its other members, employees, licensees and other affiliates harmless from any liability for post- termination use thereof.

Article XIII

Entire Agreement; Amendments

This Agreement, the Bylaws and applicable User Group Rules and Regulations constitute the parties’ entire agreement and understanding regarding the organization and general operation of the MCCC. This Agreement replaces all prior oral or written agreements or understandings regarding the common exercise of joint powers as contemplated by Minnesota Statutes § 471.59. Any Voting Member may propose one or more amendments to this Agreement, which shall be forwarded to all Members upon receipt. In order to amend this Agreement, at least fifty five percent (55%) of all eligible Voting Members attending the Annual Meeting or any special meeting called for such purpose, or voting by electronic or mailed ballot taken in lieu of a meeting, must affirmatively approve of such amendment, effective as of the date of the meeting or resolution, or such later affirmative date as may be specified therein.

Article XIV

Remedies

Amounts not paid by Member within 30 days of invoice (or such other time period as may be specified by the Board) shall bear interest on the unpaid balance from date of invoice at the lower of : (a) 9 percent per annum, compounded quarterly; or (b) the highest legal rate allowed by applicable law. MCCC shall also be entitled to recover or be reimbursed from Member for all Costs incurred in enforcement.

Article XV

Governing Law/Jurisdiction and Venue

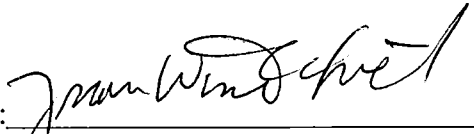
This Agreement will be governed by the laws of the State of Minnesota. Each party irrevocably submits to the jurisdiction of the applicable federal or state courts located in Ramsey County, Minnesota. Member and MCCC each agree that such courts shall be the exclusive venues for any disputes arising hereunder.

IN WITNESS WHEREOF, the undersigned Member and MCCC have caused this agreement to be signed in duplicate or counterpart originals, all of which are considered to be a single agreement dated and effective as of the date hereof and delivered on their behalves.

_____ (MEMBER)

MINNESOTA COUNTIES
COMPUTER COOPERATIVE (MCCC)

By: _____
Name: _____
Board Chair

By:  _____
Fran Windschitl, Board Chair

And:  _____
Lisa Christine Meredith
Executive Director

009577/313002/483466_9



July 23, 2014

RE: Instructions for Following the 100 MW Aurora Distributed Solar Project Site Permit Application on the MPUC eDockets System, PUC Docket Number 14-515

Aurora Distributed Solar, LLC (“Aurora”) has filed its site permit application with the Minnesota Public Utilities Commission for our Aurora Solar Project, a 100 megawatt (MW) distributed solar energy project on July 9, 2014. The Aurora Solar Project will be constructed on up to twenty-four (24) different locations throughout Xcel Energy’s Minnesota service territory.

Aurora has been assigned **Docket Number 14-515** for the site permit application as well as additional documentation regarding the Aurora Project and its 24 potential facilities.

The site permit application for the Aurora Solar Project will be available to the public at <http://mn.gov/puc/>. Enclosed are the step-by-step directions to 1) locate, 2) subscribe for electronic copies of related documents and the site permit application, and/or 3) request paper copies of the same documents.

If you have any trouble accessing the site permit application, please contact us so we can help walk you through the process.

Thank you for your time.

Sincerely,

A handwritten signature in cursive script that reads "Tena Rytel".

Tena Rytel
Project Developer
952-988-9000
tena@geronimoenergy.com



How to Locate the Aurora Solar Project Site Permit

Step 1. Go to <http://mn.gov/puc/>.

Step 2. Click the blue **Search eDocket** button.



Step 3. Scroll down to the “Basic Search” section and click on the drop down menu next to **Docket Number**. In the drop down menu for Docket Number, select **14**.

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Step 4. Next to the drop down menu under Docket Number, there will be a dash followed by an empty box. This box is titled “Number”. In the “Number” box, type **515**.

Basic Search
From here you can search the documents filed in utility cases that are stored in the eDockets Search System. You may search using a combination of the following criteria:

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Number

Docket Number: 14 - 515 Docket Lookup Examples: 05-101, 04-820.05

Document Type: -Select-

Submission Number:

On Behalf Of:

☐ Received Date:

☐ Received Date Range:

From Date:
To Date:

Format: mm/dd/yyyy

Step 5. Click **Search**.

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Search Criteria - Search Returned 2 Results

- Docket Number: 14-515

Results per Page: All

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Click the column heading to sort the results.

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Document ID	Class	Docket #	Subscribe	Docket Type	On Behalf Of	Document Type	Received Date
20146-100555-01	PUBLIC	14-515	<input type="checkbox"/>	GS	AURORA, DISTRIBUTED SOLAR, LLC	INITIAL FILING--NOTICE OF INTENT TO FILE SITE PERMIT APPLICATION UNDER ALTERNATIVE PERMITTING PROCESS	06/18/2014

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20146-100555-01	PUBLIC	14-515	<input type="checkbox"/>	GS	AURORA DISTRIBUTED SOLAR, LLC	INITIAL FILING--NOTICE OF INTENT TO FILE SITE PERMIT APPLICATION UNDER ALTERNATIVE PERMITTING PROCESS	06/18/2014

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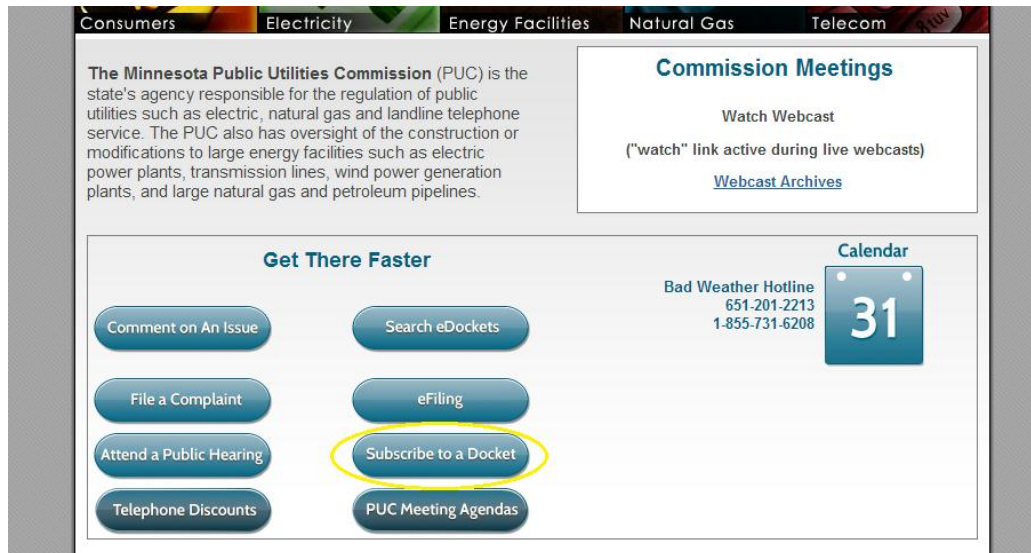
Step 8. Once you have clicked on the Document ID number, a PDF format of the document will appear. The Site Permit Application was submitted on July 9, 2014 and will be available on this results page.



How to Subscribe to the Aurora Solar Project Site Permit Application

Step 1. Go to <http://mn.gov/puc/>.

Step 2. Click the blue **Subscribe to a Docket** tab.



Step 3. Under the “Instructions” section, **type in the email address** you would like to use for your subscription. This email address will be where all updates regarding the Aurora Solar Project site permit application will be sent. Next, click on the drop down menu labeled as **Type of Subscription** and select **Docket Number**.

Minnesota Department of Commerce

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<input type="checkbox"/>	14-515	Notice of Intent to File Site Permit Application Under Alternative Permitting Process			

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How to Request a Paper Copy

If you desire a paper copy of the site permit application, you can request one from the PUC directly by:

Please fill out the attached document titled "Paper Copy Request Form" and return it to:

Minnesota Public Utilities Commission (PUC)
121 East 7th St., Suite 350
St. Paul, MN 55101



Paper Copy Request Form

I, _____ (name), am
contacting the PUC with a desire to be provided a written copy of Docket 14-515, regarding the
Aurora Distributed Solar, LLC’s distributed solar facilities Site Permit. Please kindly return a
paper copy of all relevant documents regarding Docket 14-515 to:

Address:

Thank you,

Signature_____

Printed Name_____

Date _____

MINNESOTA DEPARTMENT OF PUBLIC SAFETY



Alcohol
and Gambling
Enforcement

Bureau of Criminal
Apprehension

Driver
and Vehicle
Services

Emergency
Communication
Networks

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Pipeline Safety

Office of
Traffic Safety

State Fire
Marshal



Homeland Security and Emergency Management

445 Minnesota Street, Suite 223 • Saint Paul, Minnesota 55101-6223

Phone: 651.201.7400 • Fax: 651.296.0459

<http://hsem.dps.mn.gov>

July 30, 2014

Ms Ann Traxler, Emergency Management Director
Le Sueur County
88 South Park Avenue
Le Center, Minnesota 56057

Re: Grant # A-EMPG-2014-LESUECO-00043

Dear Ms Traxler:

I am pleased to announce that Le Sueur County has been awarded a 2014 Emergency Management Performance Grant (EMPG) in the amount of \$ 23,859.00 so long as a local match of at least \$23,859.00 is provided.

The grant agreement can be downloaded from your 2014 EMPG grant file in E-grants by using the following process: click on the "VIEW FORMS" button in the HSEM Application Menu page, scroll down to under the "Grant" heading and click on "Grant Agreement and Amendments" link, and follow the attached directions to have your county's 2014 EMPG grant contract digitally signed.

Please have the authorized official(s) of your agency who have the legal authority to sign grant agreements digitally sign this agreement in "Box 2. Grantee" on page 2. A notice is attached that describes the contract signature requirements in MN Statutes. Please include any pertinent County Board Resolutions by uploading in the "Authorized Signatures Verification" form. The link to this form is located under the "grant" heading. Then, fill in the authorized signer's names in the same form.

Please upload the grant agreement in the "Grant Agreement and Amendments" form of your EMPG application in e-grants as described. Then, change the status appropriately to notify me that your grant agreement is ready for my action.

If your grant award is \$100,000 or more, please sign the Certification Regarding Lobbying form that is attached. Then, upload the Lobbying form into the appropriate link under the grant heading.

If you have questions, please contact me by e-mail at ann.kuzj@state.mn.us, or by phone at 651-201-7422. Thank you.

Sincerely,

Ann Kuzj
Grants Specialist

EQUAL OPPORTUNITY EMPLOYER

Attachments



Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101	Grant Program: Emergency Management Performance Grant 2014 Grant Agreement No.: A-EMPG-2014- LESUECO-00043
Grantee: Le Sueur County 88 South Park Avenue Le Center, Minnesota 56057	Grant Agreement Term: Effective Date: 1/1/2014 Expiration Date: 12/31/2014
Grantee's Authorized Representative: Ann Traxler, Emergency Management Director 88 South Park Avenue Le Center, Minnesota 56057 Phone: 507-380-0048 e-mail: atraxler@co.le-sueur.mn.us	Grant Agreement Amount: Original Agreement \$23,859.00 Matching Requirement \$23,859.00
State's Authorized Representative: Kathryn Halling Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101 Phone: 651-201-7493 Kathryn.Halling@state.mn.us	Federal Funding: CFDA 97.042 State Funding: none Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Emergency Management Performance Grant 2014 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the Emergency Management Performance Grant 2014 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Grant Agreement No. A-EMPG-2014-LESUECO-00043/ PO# 3000028201

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Emergency Management Performance Grant 2014

Organization: Le Sueur County

Budget Summary

EMPG: 2014 EMPG			
Budget Category		Award	Match
Planning			
EMPG Planning		\$18,000.00	\$18,000.00
Other EM Expenditures		\$2,500.00	\$2,500.00
Total		\$20,500.00	\$20,500.00
Equipment			
EM Equipment		\$3,359.00	\$3,359.00
Total		\$3,359.00	\$3,359.00
Total		\$23,859.00	\$23,859.00
Allocation		\$23,859.00	\$23,859.00
Balance		\$0.00	\$0.00

PLEASE READ

Important Signature Requirements

Legal authority for signing contracts for cities and counties is identified in statute. If not signed by the office/official(s) identified in statute, the authority may be delegated by resolution from the city council or county board. If a resolution delegates to more than one person and if the word “and” is used between the names, then **all named individuals must sign**. If a resolution uses the word “or” between the names, then **either individual may sign** the contract.

Statutory Cities: MS. 412.201 Execution of instruments

“Every contract, conveyance, license or other written instrument shall be executed on behalf of the city by the mayor and clerk, with the corporate seal affixed, and only pursuant to authority from the council.”

<https://www.revisor.leg.state.mn.us/statutes/?id=412.201>

Home Rule Charter Cities: MS. 410. Minneapolis, St. Paul and Duluth are the three Home Rule Charter Cities, sometimes referred to as “Cities of the First Class”. All three cities pass Resolutions that name an office/official(s) as authorized to sign a contract.

County Board: MS. 375.13 Chair

“The county board, at its first session in each year, shall elect from its members a chair and a vice-chair. The chair shall preside at its meetings and sign all documents requiring signature on its behalf. The chair’s signature, attested by the clerk of the county board, shall be binding as the signature of the board. In case of the absence or incapacity of the chair, the vice-chair shall perform the chair’s duties. If the chair or the vice-chair are absent from any meeting, all documents requiring the signature of the board shall be signed by a majority of it and attested by the clerk.”

<https://www.revisor.leg.state.mn.us/statutes/?id=375.13>