

Board of Commissioners

315 Tenth Street
P.O. Box 757
Worthington, MN 56187-0757



Phone: 507-295-5201
Fax: 507-372-8363
administration@co.nobles.mn.us

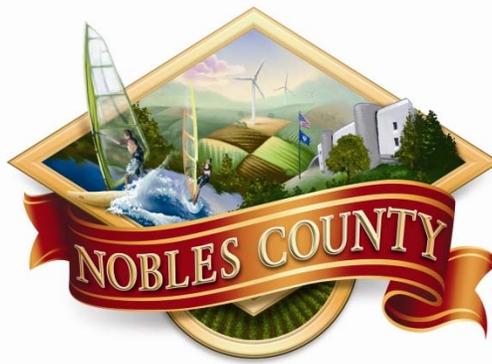
“In cooperation with our citizens, we improve the quality of life for individuals, families and communities by fostering a healthy economy and environment.”

“Looking Forward with Purpose”

COUNTY BOARD – PROPOSED ADDENDUM
WEDNESDAY, NOVEMBER 25, 2020, 10:00 A.M.
NOBLES COUNTY BOARD ROOM

4.1 County Attorney – Joe Sanow

A. Contract Extension



“In cooperation with our citizens, we improve the quality of life for individuals, families and communities by fostering a healthy economy and environment.”

“Looking forward with purpose.”

COMMISSIONER BRIEFING

**Authorization to extend Smith and Johnson Prosecution Contract
Nobles County Attorney’s Office
Joseph Sanow
Time needed (5)**

Issue:

The County Attorney’s office has hired a person to fill its Assistant County position. However, the new hire cannot start until January 4, 2021.

Discussion:

Smith and Johnson has expressed an interest in extending the current prosecution contract to the end of the year, December 31st. The extension would be in letter form and continue the current terms.

Options:

Authorize the extension.

Don’t authorize the extension.

Recommendation:

Authorize the extension.

OFFICE OF THE NOBLES COUNTY ATTORNEY

1530 Airport Road, Worthington, MN 56187

Phone: 507-295-5298 Fax: 507-372-8439

Joseph M. Sanow
NOBLES COUNTY ATTORNEY

Braden Hoefert
ASSISTANT COUNTY ATTORNEY

November 23, 2020

Smith and Johnson
2651 Broadway Avenue
Slayton MN 56172

Re: Legal Services Agreement – Prosecution Services for 2020

Dear Travis:

By way of this letter, Nobles County Attorney’s Office, through its County Attorney’s Office, wishes to renew the current Legal Services Agreement for Prosecution Services (LSAP) through the end of 2020.

LSAP paragraph 9(c) provides the LSA may be extended by mutual agreement of the parties and with consent of the board, and the terms of such extension will be reduced to a writing.

By signing this letter, the parties listed below agree the LSA shall be extended to 11:59 pm on December 31, 2020, incorporating by reference the same terms and conditions agreed upon in the current LSA.

Signatures:

For the County:

For the Contractor:

Chair, Board of Commissioners

Travis J. Smith

Dated: _____

Dated: _____

Attest:

For the County Attorney:

County Administrator

Joseph M. Sanow

Dated: _____

Dated: _____

MINNESOTA HISTORICAL SOCIETY
MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANT AGREEMENT

<u>Account No.</u>	<u>Fiscal Year</u>	<u>Object Code</u>	<u>MNHS Grant No.</u>	<u>Amount</u>
02484	2021	5260	2005-24642	\$198,301.00 grant \$45,300.00 match

This agreement is made by and between the Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102, hereinafter called the SOCIETY, acting through its Director, and **County of Nobles**, 315 10th St Worthington, Minnesota 56187 herein called the GRANTEE.

WHEREAS, the Minnesota Legislature, under Minnesota Session Laws 2019, 1st Special Session, Chapter 2, Article 4, Section 2, Subdivision 4, approved funding to the SOCIETY for Statewide Historic and Cultural Heritage Grants for the purpose of supporting history programs and projects operated or conducted by or through local, county, regional, or other historical or cultural organizations; or for activities to preserve significant historic and cultural resources such as that which is contemplated by GRANTEE, and

WHEREAS, the GRANTEE and its project *Worthington Armory HVAC System* meets the eligibility criteria for funding under the grants program; and

WHEREAS, the SOCIETY'S Governing Board approved a grant recommended for funding by the Historical Resources Advisory Committee on October 22, 2020.

NOW THEREFORE, in consideration of the award of the grant, the GRANTEE agrees to administer said grant in accordance with the following policies and procedures:

I. PROJECT DESCRIPTION

- A. The project period for this activity is from December 01, 2020 to December 01, 2021.
- B. The project will be carried out in accordance with the provisions of the *Minnesota Historical and Cultural Heritage Grants Manual*. The project will also be carried out in accordance with the GRANTEE'S Minnesota Historical and Cultural Heritage Grants Program Grant Application. Page 1 of the application is included as Attachment A, and the entire application is hereby incorporated by reference.
- C. The official Scope of Work Form as approved by the SOCIETY supersedes the GRANTEE's grant application scope of work form and is included as Attachment C and hereby incorporated by reference. All work on the project will be in conformance to the Secretary of the Interior's Standards for the Treatment of Historic Properties.
- D. The official project budget as approved by the SOCIETY supersedes the GRANTEE'S grant application budget and is included as Attachment B and hereby incorporated by reference.
- E. Only the items set forth in the Approved Project Budget (Attachment B) may be charged against the grant project.
- E. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- F. Changes in the Approved Project Budget may not exceed twenty (20) percent of any line item. Changes occurring after the project begins that exceed twenty (20) percent of any line item will not be allowed except

upon prior written request by the GRANTEE and prior written approval by the SOCIETY.

- G. Changes in the Project Completion Date will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- H. No grant funds may be used to pay indirect costs, commonly referred to as overhead.

II. ASSURANCES

- A. The GRANTEE understands that this agreement is funded by a grant financed by the State of Minnesota.
- B. The GRANTEE agrees that this project will be administered and conducted in accordance with the following:
 - a. Minn. Stat. 129.17 for Arts and Cultural Heritage Fund;
 - b. Minn. Stat. 16B.98 for Grants Management;
 - c. Secretary of the Interior's Standards for Archaeology and Historic Preservation;
 - d. History and Architecture Survey Manual (June 2017) and the SHPO Manual for Archaeological Projects in Minnesota (July 2005).
 - e. Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
- C. The Grantee agrees that work will be carried out by project personnel who meet the Secretary of the Interior's Professional Qualifications Standards (as published in the Federal Register of September 29, 1983).
- D. Pursuant to Minnesota Session Laws 2019, 1st Special Session, Chapter 2, Article 4, Section 2, Subdivision 4, the GRANTEE must give consideration to Conservation Corps Minnesota and Northern Bedrock Conservation Corps, or an organization carrying out similar work.
- E. The GRANTEE agrees to sign a Letter of Agreement Governing Use of Historic Site assuming responsibility to maintain the historic property in a satisfactory manner for a specified number of years after the grant-funded project is completed. For grants up to \$50,000, a five (5) year letter of agreement is required and for grants greater than \$50,000, a ten (10) year letter of agreement is required.
- F. The GRANTEE shall hold the SOCIETY and the State of Minnesota harmless from any loss, damage, or expense including reasonable attorneys' fees and other costs of defense, arising as the result of any claim, action, complaint, proceeding, or litigation of any kind whatsoever, directly or indirectly brought about as a result of the funded project.
- G. The GRANTEE agrees that in hiring of common or skilled labor for the performance of any work on the grant project that no contractor, material supplier or vendor shall, by reason of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age, discriminate against any person or persons who are citizens of the United States, or resident aliens, who are qualified and available to perform the work to which the employment relates.
- H. The GRANTEE agrees no contractor, material supplier or vendor shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in the preceding paragraph, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

- I. This Agreement may be canceled or terminated by the SOCIETY, and all money due, or to become due hereunder may be forfeited for a second or any subsequent violation of the terms of this section.
- J. The GRANTEE assures that no part of the project budget will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a member of the Minnesota Legislature, to favor or oppose, by vote or otherwise, any legislation or appropriation by the Legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This shall not prevent communicating to members of the Minnesota Legislature on the request of any member or to the Legislature, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.
- K. Both parties agree that if intellectual property is created in project, the parties will discuss the allocation of ownership and use rights.
- L. Copyright to copyrightable materials, including computer software, resulting from this project shall vest in the GRANTEE with a non-transferable royalty-free license to the SOCIETY for its non-commercial use. The GRANTEE shall grant the SOCIETY an option to license any such material(s) it wishes to develop for commercial purposes on terms and conditions, including a royalty, as the parties hereto agree in a subsequent writing.
- M. Except for (a) the above limitation, (b) the GRANTEE's right to control publication of its own research results, (c) patented and patent-pending property and (d) the GRANTEE's confidential information, the SOCIETY will have the free, irrevocable, non-exclusive unlimited right to use any research results collected in project by both the GRANTEE and the SOCIETY for any purpose worldwide.
- N. The GRANTEE agrees to include the Arts and Cultural Heritage logo on any and all communications, websites, and promotional materials associated with the approved project. The logo can be found at <http://www.legacy.leg.mn/legacy-logo/legacy-logo-download>.
- O. The GRANTEE agrees to post a sign in a prominent location while restoration/preservation project work is in progress substantially incorporating the following acknowledgment:

"This project has been financed in part with funds provided by the State of Minnesota from the Arts and Cultural Heritage Fund through the Minnesota Historical Society."

- P. The GRANTEE agrees that any publicity releases, informational brochures, public reports, publications, and public information relating to approved projects must acknowledge funding assistance from the State of Minnesota from the Arts and Cultural Heritage Fund. Any written materials shall include the following:

"This publication was made possible in part by the people of Minnesota through a grant funded by an appropriation to the Minnesota Historical Society from the Minnesota Arts and Cultural Heritage Fund. Any views, findings, opinions, conclusions or recommendations expressed in this publication are those of the authors and do not necessarily represent those of the State of Minnesota, the Minnesota Historical Society, or the Minnesota Historic Resources Advisory Committee."

III. PROCEDURES FOR CONTRACTING SERVICES AND MATERIALS

- A. Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process. Evidence of the process along with copies of the bids received must be included in the GRANTEE's financial records for the project.

- B. Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders. The GRANTEE must maintain financial records that verify the cost was competitively based on at least three written quotes submitted in response to written specifications.
- C. Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes. The GRANTEE must maintain financial records that verify the cost was competitively based on at least three verbal quotes.
- D. For contracting services, the GRANTEE will follow the requirements of Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.

IV. PAYMENT SCHEDULE

- A. The total obligation of the SOCIETY for all compensation and reimbursements to the GRANTEE under this grant agreement will not exceed **\$198,301.00**.
- B. Grantee must obtain and supply matching funds as indicated in the approved budget (Attachment B) or for any project overages necessary to complete the approved project.
- C. GRANTEE will receive payments from the SOCIETY in accordance with the following for up to eighty percent (80%) of the grant award.

Project Milestone:	Payment Percentage
Execute Grant Agreement	30
1. Grant must submit the peer review of the HVAC construction documents, including drawings and specifications, with questions/issues raised by the Peer Reviewer and agreed upon solutions before construction begins. The Peer Reviewer must be a qualified HVAC engineer from a firm other than the design engineer. (Upload to Milestone/Condition 1 report in the SOCIETY’S grants portal, https://mnhs.fluxx.io . Reviews may take up to 30 working days. Incomplete materials or revisions to already submitted requests, restart the review clock.)	20
2. Grantee must submit a spending report at 25% project completion with written confirmation that no grant funding will be paid before the approved grant period. (Upload to Milestone/Condition 2 report in the SOCIETY’S grants portal, https://mnhs.fluxx.io . Reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.)	20
3. Grantee must conduct a site visit to review the project progress with the Grants Office when at least 50% of the work has been completed. To schedule a site visit, upload proposed dates and times at least 30 days prior to the proposed visit. (Upload to Milestone/Condition 3 report in the SOCIETY’S grants portal, https://mnhs.fluxx.io .)	10

- D. Reimbursement. A total of twenty percent (20%) of the grant funds will be released as the final payment after work is complete and financial documentation and the project completion report, have been reviewed and accepted by the SOCIETY.

V. FINANCIAL DOCUMENTATION AND FINAL REPORTING

- A. The GRANTEE will submit a completed final report including documentation for project expenditures and project products on or before January 01, 2022. (Work on the project must be concluded by December 01, 2021)
- B. The final report must be completed electronically in the Minnesota Historical Society's Grants Portal (<https://mnhs.fluxx.io>).
 - a. The financial documentation for project costs to be uploaded with the final report shall include acceptable types of documentation such as: (1) copies of paid invoices/receipts, (2) copies of project personnel timesheets (if applicable), (3) copies of in-kind and/or donated services timesheets (if applicable), and (4) copies of donated materials forms.
 - b. The Final Products to be uploaded with the final report are: **Detailed photographs of completed work, copy of completed architect's punch list or completed Scope of Work form, and an electronic copy of the installer's report containing environmental monitoring data for no less than 30 days documenting that the system is achieving the requisite temperature and humidity parameters. The data should be collected during a period when there have been daily temperature swings of at least 20 degrees. The data, preferably from electronic data loggers, should be in tables showing daily maximum and minimum temperature and humidity for the controlled space(s). Graphs can be included but may not be the sole form of documentation.**
- C. Unexpended Funds. The Grantee must promptly return any unexpended funds that have not been accounted in the financial documentation to the SOCIETY at grant closeout.

VI. AUDIT

- A. The GRANTEE must maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure the proper disbursing of and accounting for grant funds. The GRANTEE must maintain records and accounts for this project on file for a minimum of six (6) years after approval of the Final Report.
- B. The GRANTEE agrees to maintain records to document any matching funds claimed as part of the project. The GRANTEE further agrees to secure reasonable written proof of the value of Staff or Volunteer Labor, and for Donated Materials contributed to the project.
- C. The GRANTEE agrees that accounts and supporting documents relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by the SOCIETY, its designated representatives, or any applicable agency of the State of Minnesota.

VII. AMENDMENTS AND CANCELLATION

- A. Amendments

Any significant variations from proposed work, costs, and/or time frames described in this agreement which are experienced or anticipated during the course of the project and any significant problems, delays, or adverse conditions which materially affect planned performance should be submitted in writing to Grants Office, Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102.

The SOCIETY will respond in writing, either approving or not approving the changes, and may amend the agreement if deemed necessary. Variations which are not known until the conclusion of the project may be submitted with the Financial Documentation; however, the GRANTEE understands that costs may be disallowed if changes are not approved. Any amendments to this agreement shall be in writing, and shall be executed by the same parties who executed the original agreement or their successors in office.

B. Cancellation

The SOCIETY may withhold, cancel, or revoke in whole or in part the grant amount if it determines that the GRANTEE has materially breached any term or condition of this agreement. GRANTEES will be given a 30-day notice. In lieu of cancellation, GRANTEES may be given proposed remedies to ensure successful completion of the project.

In addition, both parties may mutually agree to cancel the agreement if they determine that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of either party. In the event of cancellation, the SOCIETY may withhold proceeds of the Grant; demand that the GRANTEE return any already disbursed proceeds to the Finance Commissioner; and seek any additional legal or equitable remedy(ies).

Finally, the GRANTEE hereby acknowledges that the proceeds of the Grant are being financed in part with funds provided by the State of Minnesota and administered through the SOCIETY, and that, per Minnesota Session Laws 2019, 1st Special Session, Chapter 2, Article 4, Section 2, Subdivision 4, the funding will be canceled to the extent a court determines that the appropriation, or portion thereof, unconstitutionally substitutes for a traditional source of funding.

I have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date(s) indicated below intending to be bound thereby.

MINNESOTA HISTORICAL SOCIETY
345 KELLOGG BOULEVARD WEST
SAINT PAUL, MINNESOTA 55102

COUNTY OF NOBLES
315 10TH ST,
WORTHINGTON, MINNESOTA 56187

Carolyn Veese-Egbide (date)
Grants Manager

signature (authorized official)

Mary Green-Toussaint (date)
Contract Manager

(print name)

(print title) (date)



MINNESOTA HISTORICAL AND CULTURAL HERITAGE PROGRAM

County of Nobles
G-MHCG-2005-24642 | \$ 198,301 | MN Historical and Cultural
Worthington Armory HVAC System

APPLICANT INFORMATION

Program Organization: County of Nobles
Project Director: Patrick Demuth
Authorized Officer: Tom Johnson
Applicant County: Nobles
Applicant Organization Type: Local/Regional Government
Governance/Board Members:
Justin Ahlers, Gene Metz, Matt Widboom, Robert S. Demuth Jr., Donald Linssen

PROJECT INFORMATION

Project Title: Worthington Armory HVAC System

Brief Project Summary:

Installing a museum-quality HVAC system in the former Worthington Armory, recently listed on the National Register, enabling NCHS to relocate its museum to this historic site.

MINNESOTA HISTORICAL SOCIETY
Heritage Preservation Department
Minnesota Historical and Cultural Heritage Grants
Approved Project Budget

Grantee: County of Nobles
MNHS Grant #: 2005-24642
Project: Worthington Armory HVAC System

	Budget Item	Amount Requested	Grant Amount	Match
1.	HVAC Installation - HVAC contractor.	\$112,807.00	\$133,107.00	\$25,000.00
2.	HVAC Installation - Mechanical contractor	\$40,911.00	\$40,911.00	\$0.00
3.	Electrical contractor	\$5,828.00	\$5,828.00	\$0.00
4.	Contingency Funds	\$18,455.00	\$18,455.00	\$0.00
5.	Administrative	\$20,300.00	\$0.00	\$20,300.00
6.				
7.				
8.				
9.				
10.				
11.				
12.				
	TOTAL		\$198,301.00	\$45,300.00

Scope of Work Form

MNHS Grants Office

FOR OFFICE USE ONLY

Grantee: _____

Grant No.: _____

Attachment: _____

PROPERTY NAME:
PROPERTY ADDRESS:

DATE:
NRHP LISTING NO.:

ITEM NO:	FEATURE:	CONST. DATE:	FUNDING SOURCE(S):	<input type="checkbox"/> GRANT <input type="checkbox"/> OTHER	BUDGET ITEM No.:
DESCRIBE EXISTING FEATURE AND ITS CONDITION					
DESCRIBE WORK AND IMPACT ON EXISTING FEATURE					
PHOTOS: DRAWING SHEET No.: ADD'L DOCUMENTATION:					
UPDATES AFTER PROJECT IS COMPLETED					

ITEM NO:	FEATURE:	CONST. DATE:	FUNDING SOURCE(S):	<input type="checkbox"/> GRANT <input type="checkbox"/> OTHER	BUDGET ITEM No.:
DESCRIBE EXISTING FEATURE AND ITS CONDITION					
DESCRIBE WORK AND IMPACT ON EXISTING FEATURE					
PHOTOS: DRAWING SHEET No.: ADD'L DOCUMENTATION:					
UPDATES AFTER PROJECT IS COMPLETED					

ITEM NO:	FEATURE:	CONST. DATE:	FUNDING SOURCE(S):	<input type="checkbox"/> GRANT <input type="checkbox"/> OTHER	BUDGET ITEM No.:
DESCRIBE EXISTING FEATURE AND ITS CONDITION					
DESCRIBE WORK AND IMPACT ON EXISTING FEATURE					
PHOTOS: DRAWING SHEET No.: ADD'L DOCUMENTATION:					
UPDATES AFTER PROJECT IS COMPLETED					

Scope of Work Form

MNHS Grants Office

FOR OFFICE USE ONLY
Grantee: _____
Grant No.: _____
Attachment: _____

PROPERTY NAME:
PROPERTY ADDRESS:

DATE:
NRHP LISTING NO.:

ITEM NO:	<u>FEATURE:</u>	CONST. DATE:	FUNDING SOURCE(S):	<input type="checkbox"/> GRANT <input type="checkbox"/> OTHER	BUDGET ITEM No.:
DESCRIBE EXISTING FEATURE AND ITS CONDITION					
DESCRIBE WORK AND IMPACT ON EXISTING FEATURE					
PHOTOS: DRAWING SHEET No.: ADD'L DOCUMENTATION:					
UPDATES AFTER PROJECT IS COMPLETED					

ITEM NO:	<u>FEATURE:</u>	CONST. DATE:	FUNDING SOURCE(S):	<input type="checkbox"/> GRANT <input type="checkbox"/> OTHER	BUDGET ITEM No.:
DESCRIBE EXISTING FEATURE AND ITS CONDITION					
DESCRIBE WORK AND IMPACT ON EXISTING FEATURE					
PHOTOS: DRAWING SHEET No.: ADD'L DOCUMENTATION:					
UPDATES AFTER PROJECT IS COMPLETED					

ITEM NO:	<u>FEATURE:</u>	CONST. DATE:	FUNDING SOURCE(S):	<input type="checkbox"/> GRANT <input type="checkbox"/> OTHER	BUDGET ITEM No.:
DESCRIBE EXISTING FEATURE AND ITS CONDITION					
DESCRIBE WORK AND IMPACT ON EXISTING FEATURE					
PHOTOS: DRAWING SHEET No.: ADD'L DOCUMENTATION:					
UPDATES AFTER PROJECT IS COMPLETED					

MINNESOTA HISTORICAL SOCIETY
LETTER OF AGREEMENT GOVERNING USE OF HISTORIC SITE

This agreement is made on the 01 day of December, 2020, by the County of Nobles (hereinafter referred to as the GRANTEE), and in favor of the State of Minnesota acting through the Minnesota Historical Society's Heritage Preservation Office (hereafter referred to as the SOCIETY), for the purpose of preservation of a certain property known as the: Worthington Armory and Community Building hereinafter the Property.

The Worthington Armory and Community Building, listed on the National Register of Historic Places, is comprised of grounds, collateral, appurtenances, and improvements and is located at 225 9th St., Worthington, in Nobles County.

In consideration of the sum of \$ 198,301 given to the GRANTEE through the Minnesota Historical and Cultural Heritage Grants Program through the SOCIETY from the State of Minnesota (MNHS Grant Number: 2005-24642), the GRANTEE hereby agrees to the following for a period of ten (10) years:

1. The GRANTEE agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the property eligible for listing on the National Register of Historic Places.
2. The GRANTEE agrees that no visual or structural alterations will be made to the property without prior written permission of the SOCIETY.
3. The GRANTEE agrees that the SOCIETY, its agents or designees shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.

This agreement shall be enforceable in specific performance by a court of competent jurisdiction.

MINNESOTA HISTORICAL SOCIETY
345 KELLOGG BOULEVARD WEST
SAINT PAUL, MINNESOTA 55102

COUNTY OF NOBLES
315 10TH ST,
WORTHINGTON, MINNESOTA

Mary Green-Toussaint (date)
Contract Manager

signature (authorized official)

(print name)

(print title) (date)