



*Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota*

*Adopted on: February 23, 2021 Resolution No. 21-139
Offered by Commissioner: Nelson*

**Request for St. Louis County to Act as Fiscal Agent for
Crane Lake Township's 2020 and 2021 LCCMR Grants**

WHEREAS, Crane Lake Township (Township) applied for two Legislative-Citizen Commission on Minnesota Resources (LCCMR) grants; and

WHEREAS, The proposed campground and visitor's center project has been recommended for funding in the amount of \$3.1 million in 2020 and \$2.7 million in 2021 contingent upon the Township finding a fiscal agent for the project; and

WHEREAS, The LCCMR grants are reimbursement based and the Township does not have the financial resources to front the cash or the staff to handle the purchasing and accounting functions required of these grants; and

WHEREAS, The Township has approached St. Louis County and is requesting the County to act as the fiscal agent for the Township's 2020 and 2021 LCCMR grants; and

WHEREAS, In order for the County's costs to be eligible for reimbursement under this grant the County must time record and bill the Township for our actual costs; and

WHEREAS, Once this grant is approved, the County will begin to bill the Township monthly for the costs associated with this grant and the Township will then need to approve the expenditure for it to become an eligible reimbursement under this grant.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the St. Louis County Auditor and the Purchasing Department to enter into an agreement with Crane Lake Township in order for St. Louis County to act as fiscal agent for the Crane Lake Township's 2020 and 2021 LCCMR grants.

Commissioner Nelson moved the adoption of the Resolution and it was declared adopted upon the following vote:
Yeas – Commissioners Jewell, Boyle, Grimm, McDonald, Musolf, Nelson and Chair Jugovich – 7
Nays – None

STATE OF MINNESOTA
Office of County Auditor, ss.
County of St. Louis

I, NANCY NILSEN, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 23rd day of February, A.D. 2021, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 23rd day of February, A.D., 2021.

NANCY NILSEN, COUNTY AUDITOR

By

Clerk of the County Board/Deputy Auditor

**AGREEMENT 5688D
FISCAL SERVICES**

**CRANE LAKE TOWNSHIP'S 2020 AND 2021 LCCMR GRANTS/ST. LOUIS COUNTY
AUDITOR'S DEPARTMENT**

THIS AGREEMENT is made effective the first day of June 30, 2021, by and between the **COUNTY OF ST. LOUIS, MINNESOTA**, a body corporate and politic, existing under the laws of the State of Minnesota; **NANCY NILSEN**, the St. Louis County Auditor; and **CRANE LAKE TOWNSHIP**.

PURPOSE

It has been determined that St. Louis County providing fiscal agent and purchasing services to CRANE LAKE TOWNSHIP in accordance with the terms of this Agreement is for the benefit of the citizens of St. Louis County. Therefore, the parties signing below memorialize this Agreement for the purpose of engaging St. Louis County to provide fiscal agent and purchasing services to CRANE LAKE TOWNSHIP.

SERVICES

1. The Auditor shall act as fiscal agent of CRANE LAKE TOWNSHIP'S 2020 AND 2021 LCCMR GRANTS and shall request and receive for deposit all funds accruing to CRANE LAKE TOWNSHIP'S 2020 AND 2021 LCCMR GRANTS from any source whatsoever.
2. The Auditor shall make payments of such funds in accordance with properly authenticated CRANE LAKE TOWNSHIP vouchers upon such forms as shall hereafter be designed by the Auditor in cooperation with CRANE LAKE TOWNSHIP.
3. CRANE LAKE TOWNSHIP shall identify individuals who are authorized to execute on behalf of CRANE LAKE TOWNSHIP vouchers for payment of funds. Payments made upon these vouchers shall be the official act of CRANE LAKE TOWNSHIP.
4. The County Auditor shall maintain as part of the books and records of St. Louis County, Minnesota, books, and records as to all the financial transactions of CRANE LAKE TOWNSHIP, which books and records shall be kept in accordance with proper accounting practice and procedure, and which shall be available for inspection at any time by any member of the CRANE LAKE TOWNSHIP Board of Supervisor's and its designated officers. The County procedures and record systems shall conform to the rules and regulations of the Minnesota State Auditor.

5. A statement of the condition of the accounts of CRANE LAKE TOWNSHIP shall be rendered monthly by the Auditor. The Auditor shall be furnished with a certified copy of the annual budget of CRANE LAKE TOWNSHIP and shall be furnished, within ten (10) days of any amendment thereof, a certified copy of such amendment of the budget. That County Purchasing shall assist CRANE LAKE TOWNSHIP with all matters regarding purchases for the LCCMR GRANTS and project using this money in the manner required by St. Louis County Purchasing Rules and Regulations.
6. That Purchasing will counsel and assist CRANE LAKE TOWNSHIP regarding best methodology for solicitation of contracts when required by County Purchasing Rules and Regulations.

COMPENSATION

7. For such services, the County Auditor and St. Louis County shall be reimbursed for actual expenditures incurred in performing the accounting and purchasing functions for CRANE LAKE TOWNSHIP'S 2020 AND 2021 LCCMR GRANTS, which sum shall cover all services performed. Compensation shall be paid by CRANE LAKE TOWNSHIP'S 2020 AND 2021 LCCMR GRANTS quarterly, at the beginning of each quarter. Any requests for accounting services that, in the opinion of the County, are not routine but will require extra staff time or cost to the County not intended to be governed by this Agreement shall be negotiated between the parties.

TERM

8. The term of this agreement is June 30, 2021 to June 30, 2024, at which time this Agreement shall end unless otherwise renewed by agreement of all parties. The 2020 AND 2021 LCCMR GRANTS must be spent within three years. Furthermore, either party may terminate this Agreement by giving ninety (90) days' written notice of such fact.

NOTICES

9. All questions, assignments or correspondence during the duration of this Agreement shall be directed to:

Crane Lake Township

Gretchen Janssen
 Committee Member
 7642 Gold Coast Road
 Crane Lake, MN 55725
 218-348-0025
gretchen@voyagaire.com

St. Louis County

Nancy Nilsen
 Auditor
 100 N 5th Ave. W. #202
 Duluth, MN 55802
 218-726-2450
nilsenn@stlouiscountymn.gov

INDEPENDENT CONTRACTOR

10. The County is to be and shall remain an independent contractor with respect to all services performed under this Agreement, and its employees shall remain employees of the County and shall not be deemed to be employees of CRANE LAKE TOWNSHIP for any purpose whatsoever. County employees shall continue to receive their normal compensation and benefits from County and shall not receive additional compensation or benefits from CRANE LAKE TOWNSHIP by virtue of rendering services to CRANE LAKE TOWNSHIP. CRANE LAKE TOWNSHIP shall not be charged for overtime costs for County employees unless the overtime is approved in advance by CRANE LAKE TOWNSHIP.

LIABILITY

11. Neither St. Louis County, the County Auditor, nor any employee of St. Louis County shall incur any liability whatsoever arising out of functions performed under this Agreement on behalf of CRANE LAKE TOWNSHIP, so long as all terms of this Agreement are properly complied with. ST LOUIS COUNTY reserves the right to cancel this agreement at anytime if CRANE LAKE TOWNSHIP fails to perform their role as the project manager and submit status reports and budget amendments in a timely manner.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year indicated below.

Crane Lake Township

By: Terry Pahlman
Printed Type/Name

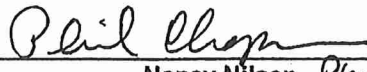

Signature

Title: Chairman

Date: April 13, 2021

Email: info@cranelaketwp.com

County of St. Louis

By: 
~~Nancy Nilsen~~ Phil Chapman
~~Auditor~~ Deputy Auditor

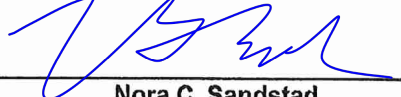
Date: 4/21/2021

By: 

Michael Jugoich
Chair, County Board

Date: 4-22-21

APPROVED AS TO FORM & EXECUTION:

By: 
Nora C. Sandstad
Assistant County Attorney

Date: 4/26/21

Damion Number: 2021-014392

