

July 14, 2020

AMBER HAGLUND-PAGEL
City of Duluth Police Dept
2030 N Arlington Ave
Duluth, MN 55811

Dear AMBER HAGLUND-PAGEL:

Your application for a Minnesota Safety Grant has been reviewed. We have recommended approval of your application to the Deputy Commissioner's Office. I am enclosing the original of your Safety Grant contract for your signature.

To expedite the processing of your application, please sign the contract via DocuSign within 8 business days. Failure to do so will result in cancellation of the award. If you do not wish to accept the award, please contact Jennifer Rouleau immediately so that we can award the funds to another applicant. If you agree to accept the grant award, please sign your name in box two on page three of the agreement. Once we receive your signed contract, it will be sent to the Deputy Commissioner's Office for approval. The date of approval by the Deputy Commissioner will be the effective date of the contract. You will then have 120 days from that effective date to complete your project.

Please be advised that you cannot purchase any equipment or conduct any training which is reliant on grant funds prior to the effective date of your contract. Any receipts, invoices, or retainers dated prior to the agreement's effective date will not be covered by the grant.

A fully executed contract will be sent to you for your records along with a Certificate of Completion Form. After you complete your purchase, project, or conclude your training, submit your request for reimbursement to Jennifer Rouleau according to the instructions on the Certification of Completion Form.

Should you have any questions or concerns, you may contact our Safety Grants Administrator at (651) 284-5060, toll free at 1-800-731-7232, or via e-mail at dli.grants@state.mn.us.

Sincerely,



Tyrone Taylor
Director, Workplace Safety Consultation

Equal Opportunity Employer

**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its Department of Labor and Industry MNOSHA Workplace Safety Consultation Unit ("STATE") and City of Duluth Police Department, 2030 N Arlington Ave, Duluth, MN 55811 ("GRANTEE").

Recitals

1. Under Minn. Stat. §79.253 the State is empowered to enter into this grant contract agreement.
2. The State is in need of the performance of a grant project hereunder to be important to the safety of workers.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective date:

This Grant Contract shall be effective upon the date that the final required signature is obtained by the State. Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 Expiration date:

One year after the effective date, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).

Perform and complete the Black leather keeps with black, silver, brass, hidden snaps, basket weave keepers with black, silver, hidden, conversion snaps, standard top black keeper with black, silver, hidden snaps, standard top basket weave keeper with black, silver, hidden snaps purchase and implement project activities according to the description incorporated herein (16) and submitted in the grant application.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid up to \$4721.74. Grantee certifies that the dollar for dollar matching requirement for the grant will be met by Grantee. Any cost overruns incurred in the development and implementation of the project shall be the sole responsibility of the recipient.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$4721.74.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents proof of payment/receipts and the Certificate of Completion form, and the requirements of the project have been met, for project costs expended and the State's Authorized Representative accepts the expenditures. Proof must be submitted timely and be based on the detailed records maintained of all expenditures related to the project and according to the following schedule:

Proof of payment/receipt(s) and certification upon project completion.

5 Conditions of Payment

The project described by the Grantee under this grant contract agreement must be implemented to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Tyrone Taylor, Director of Workplace Safety Consultation, 443 Lafayette Road N, St Paul, MN 55155, 651-284-5060, tyrone.taylor@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the project implementation provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on the Certificate of Completion form submitted by the Grantee.

The Grantee's Authorized Representative is Amber Haglund Pagel, Safety & Training Officer, 2030 N Arlington Ave, Duluth, MN 55811, 218-349-8141, AHAGLUNDPAGEL@DULUTHMN.GOV. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Agreement Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations

under this grant contract agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State

may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 *Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.*

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Susan Hartman

Date: _____

SWIFT Contract/PO No(s). _____

2. GRANTEE

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

By: _____

Amber Haglund-Pagel

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title Deputy Commissioner: _____

Date: _____

Distribution:
Agency
Grantee
State's Authorized Representative