

**SUB-RECIPIENT FUNDING AGREEMENT BETWEEN  
INDEPENDENT SCHOOL DISTRICT NO. 709 AND  
CITY OF DULUTH  
FOR THE 2018 COPS OFFICE STOP SCHOOL VIOLENCE: SCHOOL VIOLENCE  
PREVENTION PROGRAM AWARD**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (“Effective Date”), is by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota, (the “City”) and INDEPENDENT SCHOOL DISTRICT No. 709, an independent school district under the laws of the State of Minnesota, (the “Sub-recipient”).

WHEREAS, the City, in cooperation with the Sub-recipient, applied for a grant from the U.S. Department of Justice, Office of Community Oriented Policing Services (“COPS”) under the STOP School Violence: School Violence Prevention Program (SVPP) to improve school safety; and

WHEREAS, the City received approval for SVPP award funds (“Award Funds”) in the amount of \$625,000 to be utilized to improve security at schools and on school grounds within the City of Duluth through evidence-based school safety programs. The Award Document, including the Award terms and conditions, is attached as Exhibit A; and the Management and Implementation Plan is attached as Exhibit D.

WHEREAS, under the Award terms and conditions the federal share of the award is \$468,750 and the local match (or Sub-recipient share) is \$156,250; and

WHEREAS, the Sub-recipient desires to utilize the Award Funds to upgrade equipment and technology to improve school safety in the City of Duluth and will provide the required local matching funds in the amount of \$156,250; and

WHEREAS, the City desires to have the Sub-recipient utilize the Award Funds and carry out the City’s responsibilities under the terms and conditions of the Award Document.

NOW, THEREFORE, in consideration for the mutual benefits contained herein, the parties hereto agree as follows:

1. AWARD. The City will provide to Sub-recipient the Award Funds in the amount of \$468,750 over a two year period for Sub-recipient's performance of its obligations under the Management and Implementation Plan and this Agreement including:
  - A. Perform the duties specified in the Management and Implementation Plan
  - B. Provide requested information to support a mid-grant report, and end-of grant report two weeks prior to the reporting due date and/or any other reporting required by the COPS.
  - C. Submit invoices and receipts for the purchase of equipment and technology purchased using the Award Funds.

Notwithstanding anything to the contrary, the Sub-recipient understands and agrees that any reduction or termination of the Award Funds may result in a like reduction or termination of the sub-award, and that any material change in the timeline or scope of the Program must be approved in writing by the City and SVPP.

2. PERFORMANCE. The Sub-recipient must comply with all requirements applicable to the City in the Award Document and/or Management and Implementation Plan. Sub-recipient's default under the Management and Implementation Plan will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Program has not been or will not be made, the City may take action to protect its interest including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Sub-recipient within 60 calendar days after written notice by the City, the City may terminate this Agreement.
3. TIME OF PERFORMANCE. Sub-recipient must start the Program upon execution of this Agreement and complete the Program on or before October 1, 2020. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first.

4. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Award Fund proceeds.
  - A. The Sub-recipient must have provided the City with evidence of compliance with the insurance requirements of Section 7.G herein.
  - B. The Sub-recipient must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.
  - C. The Sub-recipient must provide the City with evidence that local matching funds in the amount of \$156,250.00 have been committed to the project.
  
5. **DISBURSEMENT.** It is expressly agreed and understood that the City will pay Sub-recipient under this Agreement in accordance with the sums set forth in the Financial Clearance Memorandum, attached hereto as Exhibit C, with the total amount not to exceed \$468,750. Invoices must be submitted quarterly. Payment for services will be sent within 45 days of receipt of invoice. All payments by the City pursuant to this Agreement shall be made from Fund # 215-200-2226-5447 (Duluth Police Grant Programs, Police, COPS School Violence Prevention, Payment to Other Govt. Agencies).
  
7. **QUARTERLY AND FINAL REPORTS.** The City will submit the required quarterly financial status reports and progress reports to COPS. The City will also submit the grant closeout report.
  
6. **NOTICES.** Communication and details concerning this Agreement must be directed to the following Agreement representatives:

City: Chief of Police  
City of Duluth Police Department  
2030 N. Arlington Avenue West  
Duluth, MN 55811

Sub-recipient: ISD 709:  
Office of the Superintendent  
Historic Old Central High School  
215 N. 1<sup>st</sup> Avenue East, Room 213  
Duluth, MN 55802

7. GENERAL CONDITIONS

- A. General Compliance. The Sub-recipient agrees to comply with all applicable federal, state and local laws and regulations governing the project and funds provided under this Agreement.
- B. Civil Rights Assurances. Sub-recipient and City, and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:
  - 1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
  - 2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.
- C. Independent Contractor. Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient will at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Sub-recipient is an independent contractor.
- D. Liability. Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provision of the Minnesota Municipality Limitation of Liability Statute, Minnesota Statute Section 466 et. seq., or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

- E. Indemnification. Sub-recipient will indemnify, defend, and hold harmless the City, its officers, agents, and employees, from any claims or causes of action, including attorney's fees incurred by Sub-recipient arising from the performance of this Agreement by Sub-recipient, or its officers, agents or employees
- F. Workers' Compensation. The Sub-recipient must provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement.
- G. Insurance. Sub-recipient shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than \$1,500,000.00 aggregate per occurrence for personal bodily injury and death, and limits of \$1,500,000.00 for damage liability. If person limits are specified, they shall be for not less than \$1,500,000.00 per person and be for the same coverages. The City shall be named as an additional insured therein. Insurance shall cover:
  - 1. Public liability.
  - 2. Independent contractors--protective contingent liability.
  - 3. Personal injury.
  - 4. Contractual liability covering the indemnity obligations set forth herein.

## 8. ADMINISTRATIVE REQUIREMENTS

- A. Accounting Standards. The Sub-recipient agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.
- B. Records.
  - 1. Retention. The Sub-recipient must retain all records pertinent to expenditures incurred under this Agreement until conclusion of the latest of (a) six years after the Sub-recipient has completed the

Program; (b) six years after the Sub-recipient has expended all proceeds of the Award Fund; or (c) six years after the resolution of all audit findings. Records for nonexpendable property acquired with funds under this Agreement must be retained for six years after final disposition of such property. Records for any displaced person must be kept for six years after he/she has received final payment. -

2. Inspections. All Sub-recipient records with respect to any matters covered by this Agreement must be made available to the City, COPS or their designees at any time during normal business hours, as often as the City or COPS deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
  3. Data Practices Act. Sub-recipient must comply with the Minnesota Government Data Practices Act, Chapter 13.
  4. Close-Outs. The Sub-recipient's obligation to the City does not end until all closeout requirements are completed. Activities during this close-out period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.
- C. Payments. The City will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance funds and program income balances available in Sub-recipient accounts.
- D. Procurement. The Sub-recipient must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Agreement. All unexpended program income must revert to the City upon termination of this Agreement.
9. MISCELLANEOUS.
- A. Assignability. The Sub-recipient may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due

or to become due to the Sub-recipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.

- B. Copyright. If this Agreement results in any copyrightable material, the author is free to copyright the work, but the City and/or COPS reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.
  - C. Relationship of the Parties. It is agreed that nothing herein contained in intended or should be construed in any manner as creating or establishing the relationship of co- partners, joint ventures, or joint enterprise between the parties hereto or an constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.
  - D. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.
  - E. Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement.
10. ENTIRE AGREEMENT. This Agreement contains all negotiations and agreements between City and Sub-recipient. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party

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

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT  
NO. 709

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Attachments:

- Exhibit A – Award Document
- Exhibit D – Management and Implementation Plan
- Exhibit C – Financial Clearance Memorandum