Contract / PO #

DEPARTMENT OF NATURAL RESOURCES

State of Minnesota Grant Contract Agreement
Federal SubAward Agreement

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of the Natural Resources, Division of Ecological and Water Resources, and Minnesota's Lake Superior Coastal Program ("State") and City of Duluth, 411 West First Street, Duluth MN 55802 ("Grantee").

Recitals

1. Under Coastal Zone Management Administration Awards, U.S. Department of Commerce, National Oceanic and Atmospheric Administration, CFDA 11.419, NA21NOS4190083, the State received a federal award on July 1, 2021 for Implementation of Minnesota's Lake Superior Coastal Program – FFY21 (incorporated by reference into this grant contract agreement). This is not a Research and Development Award.
2. The State sub-awards $4,500.00 to the Grantee with Unique Entity Identifier S3MZFK8JXGJ3 for the purpose of conducting Minnesota's Lake Superior Coastal Program's FFY21 Task 306-8: Small Pass-through Grant Projects; Sponsorship Grants to build coastal management capacity in the manner described in the Minnesota Department of Natural Resources' federal cooperative agreement which is incorporated by reference.
3. Under Minn.Stat.§ 84.026, the State is empowered to enter into this grant contract agreement.
4. City of Duluth Resolution 23-0482 (Attachment A) empowered the Grantee to enter into this grant contract agreement.
5. 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.*** June 15, 2023, 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, the State will not make a payment to the Grantee until this grant contract agreement is fully executed.

1.2 ***Expiration date.*** December 31, 2023, 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: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Publicity and Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 22 Additional Program Requirements.

1.4 ***Incur Expenses.*** Notwithstanding Minn. Stat. § 16A.41, expenditures made on or after June 15, 2023 or the date the State obtains all required signatures are eligible for reimbursement.

2. Grantee's Duties

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

a) Purchase and install four automated rip current warning system units on Minnesota Point in Duluth Minnesota.

b) Comply with required grants management policies and procedures set forth through Minn.Stat. § 16B.97, Subd.4(a)(1).
c) Complete the project within the time frame specified and in accordance with the approved budget in the grant contract agreement. Any material change in the grant contract agreement will require an amendment by the State (see Section 7.2).
d) Be responsible for the administration, supervision, management, record keeping, and project oversight required for the work performed under this agreement.
e) Ensure that all work be conducted in accordance with appropriate Federal, Tribal, state, and local laws and will follow recognized best practices for minimizing impacts to the human and natural environment.

3. Time

The Grantee must comply with all the time requirements described in this grant contract agreement.

4. Consideration and Payment

4.1 ***Consideration.*** The State will pay for all services performed by Grantee under this grant contract agreement as follows:

(A) ***Compensation.*** The Grantee will be paid $4,500.00 to purchase and install four automated rip current warning system units.

(B) ***Travel Expenses.*** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed $0.00. The State will reimburse the Grantee for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The State will not reimburse for travel and subsistence expenses incurred outside Minnesota unless the Grantee has received the State's prior written approval for out of state travel.

(C) ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed **$4,500.00.**

(D) ***Sub-award conditions.*** The grantee must install the units on existing infrastructure; no 'dirt-moving' or construction will occur with the grant or match funds. The Grantee must publish a news release with funding acknowledgement (see Section 12).

(E) ***Matching Requirements.*** The total project cost is $4,950.00. Grantee will provide at least $450.00 or 10% of project-related costs from non-federal sources.

(F) ***Indirect Cost Rate.*** The federal indirect cost rate for the State's federal award is 20.20%. The Grantee's indirect cost rate is 0% for this sub-award agreement. The State will accept the indirect cost rate negotiated with a federal agency, provided the agency approved the rate on or before the award end date.

(G) ***Budget Changes.*** The Grantee is required to report deviations from the approved award budget. The Grantee may not create new budget categories without written approval. The Grantee must request approval for a budget change when the cumulative amount transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the State.

4.2 ***Payment.*** The State will disburse funds to the Grantee pursuant to this agreement on a reimbursement basis. The Grantee must submit reimbursement requests with required expenditure documentation. The Grantee must document grant expenses and non-federal contributions (match). An event summary must be on file with the State before requests will be processed, see Section 17.

(A) ***Conditions.*** All services provided by the Grantee under this grant contract agreement must be performed 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.

(B) ***Federal Funds.*** Payments under this grant contract will be made from federal funds obtained by the State through "Implementation of Minnesota's Lake Superior Coastal Program – FFY21", CFDA number 11.419 of the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration, U.S. Department of Commerce. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. Subcontractors, Contracting, and Bidding Requirements

The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with Title 2 Code of Federal Regulations (CFR) 200.318 through 2 CFR 200.326.

5.1 ***Uniform Municipal Contracting Law.*** Per Minn.Stat. § 471.345, Grantees that are municipalities as defined in Subd. 1 must follow the law.

5.1.1 Any services and/or materials that are expected to cost less than $3,000 ($2,000 for acquisitions of construction that are subject to the Davis-Bacon Act and $2,500 for the acquisition of services subject to the Service Contract Act) do not require the solicitation of competitive quotations in accordance with 2 CFR 200.320(b). The Grantee must make an effort to equitably distribute these purchases.

5.2 The Grantee must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible as outlined in 2 CFR 200.321.

- State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List

5.3 The Grantee must not contract with vendors who are suspended or debarred in MN: https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp

5.4 The Grantee may not issue a subaward or contract to any Federal employee, department, or agency, without advance permission from the State's Authorized Representative.

5.5 ***Domestic Sourcing Preferences.*** Per 2 CFR 200.322, Grantees should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States in every contract, purchase order, or sub-award.

5.6 ***Prohibition on certain telecommunications and video surveillance service or equipment.*** Per Public Law 115-232, section 889; 2 CFR 200.216, Grantees are prohibited from obligating or expending grant funds on telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

6. Authorized Representative

The State's Authorized Representative is Amber Westerbur, Coastal Program Manager, 1568 Highway 2, Two Harbors, MN 55616, 218-834-1445, amber.westerbur@state.mn.us, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative or her designee will certify acceptance on each reimbursement submitted for payment.

The Grantee Authorized Representative is Mike Consie, Deputy Chief of Operations, 602 W 2nd St Duluth MN 55802, 218730-4392, mconsie@duluthmn.gov, or their successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State's Authorized Representative.

7. Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

7.1 ***Assignment.*** The Grantee cannot assign or transfer any rights or obligations under this grant contract agreement without the prior 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 amendment 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 its right to enforce it.

7.4 ***Grant Contract Agreement Complete.*** This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, 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 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. Audits (State and Single)

Under Minn.Stat.§ 16B.98, Subd.8, and Code of Federal Regulations 2 CFR 200.331, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract agreement 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.

All Grantees that expend $750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is $750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

10. Government Data Practices and Intellectual Property

10.1 ***Government Data Practices***. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn.Stat.§ 13, as it applies to all data provided by the State under this grant contract agreement, 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 must comply with applicable law.

10.2 ***Intellectual Property.***

10.2.1 ***Intellectual Property Rights.*** The Grantee owns all rights, title, and interest in the works created under this grant contract agreement, including copyrights, patents, trade secrets, trademarks, and service marks. Works means all inventions, improvements, or discoveries (whether or not patentable), geospatial data, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks and videos, conceived, reduced to practices, created or originated by the Grantee, its employees, and subcontractors, either individually or jointly with others, in the performance of the grant contract agreement. The federal awarding agency (U.S. Department of Commerce) may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in 2 CFR 200.315.

10.2.2 ***Obligations.***

(A) ***Notification.*** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

(B) ***Representation***. The Grantee represents and warrants that the Works do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works infringes upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law. Nothing in this article constitutes or should be construed to constitute a waiver by either the State or the Grantee of the sovereign immunity of each party from certain suits or remedies relating to infringement claims. The Grantee may assert the immunities of the State in connection with the Grantee's defense of any infringement claim brought against the State. The State must reasonably cooperate with the Grantee in connection with the Grantee's defense of any claim or suit, and the State will discontinue use of any allegedly infringing works at Grantee's reasonable request.

(C) ***License to State.*** The Grantee gives to the State a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform, and otherwise use the works for any and all purposes, in all forms and manners that the State, in its sole discretion, deems appropriate. The Grantee must, upon the request of the State, execute all papers and perform all other acts necessary, to document and secure the State's right and license to the works. At the request of the State, the Grantee will permit the State to inspect the original works.

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

Every publication of material supported in whole or in part by this award or any subawards must acknowledge the financial assistance of both the State and the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce.

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract agreement must identify the sponsoring agencies; and must not be released without prior written approval from the State's Authorized Representative or her designee. For purposes of this provision, publicity includes websites, 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.

(A) ***Acknowledgement.*** The cover of the title page (or other prominent location) of all reports, studies, or other documents published or distributed electronically or hard copy, and acknowledgement pages on websites/webpages, videos, and other media, that are developed with or otherwise produced under this grant contract agreement, except scientific article or papers appearing in scientific, technical, or professional journals, must contain the following:

[Grantee] prepared this [report/video/workshop/brochure/etc.] using Federal funds under award NA21NOS4190083 from the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce provided to the Minnesota Department of Natural Resources (DNR) for Minnesota's Lake Superior Coastal Program.

(B) ***Professional Publications.*** Publications of methods and results derived from this project in theses, academic or professional journals or presentations at symposia or scholarly meetings is hereby authorized, provided they contain the required acknowledgment of funding support from both the State and the Office for Coastal Management, NOAA and necessary steps have been taken to protect copyright and other intellectual property rights resulting from the project:

This [study/etc.] was funded in part by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration under Award NA21NOS4190083 provided to the Minnesota Department of Natural Resources for Minnesota's Lake Superior Coastal Program.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms of 2 CFR 200.315.

(Include if applicable) *The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of NOAA, the U.S. Department of Commerce, or the DNR.*

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 agreement, 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 ***Termination for Insufficient Funding***. The State may immediately terminate this grant contract agreement if:

a) Funding for Grant No. NA21NOS4190083 is withdrawn by the U.S. Department of Commerce; or

b) Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

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.

16. American Disabilities Act/Electronic Accessibility

16.1 The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design, or any updated version of these requirements in effect at the time of this grant, and all applicable regulations and guidelines.

16.2 The Grantee must provide materials and products (i.e., documents, report, and website) in an accessible electronic format per Minnesota Statute 16E.03 State Information and Communications System, Subd. 9. Subdivision 9 incorporates federal requirements under Section 508 of the Rehabilitation Act of 1973 (Revised) and the Web Content Accessibility Guidelines 2.1, level AA. For guidance on producing accessible electronic documents, see the Minnesota IT Services accessibility website.

17. Reporting Requirements

The Grantee must submit all reports electronically to mlscp.dnr@state.mn.us. The state will accept a digital signature.

17.1 ***Final Report.*** The State must receive a summary report within thirty days of expiration.

17.2 ***Financial Reports.*** The Grantee must submit an Invoice summarizing grant expenditures, in a form and manner prescribed by the State (see Section 4.2), within 30 days of expiration.

a) The State will reimburse based on allowable, allocable, and reasonable expenditures within 30 days of receipt of a complete request. The state reserves the right to withhold payment for any reimbursement request deemed to be in question, or for which adequate supporting documentation does not exist.

b) The Grantee must maintain financial documentation to support expenditures incurred under this award and provide to the State upon request.

18. Monitoring

The State will be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract agreement, including a final inspection upon program completion.

19. Invasive Species Prevention

Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species. This applies to all activities performed on all lands under this grant contract agreement and is not limited to lands under DNR control or public waters; see Invasive Species Prevention and Site Planning and Management (p. 3-6) https://www.dnr.state.mn.us/invasives/dnrlands.html.

20. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

20.1 The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

20.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this agreement.

21. Whistleblower Protection Rights

Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)

b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712

c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified threshold. 42 CFR & 52.203-17 (as referenced in 42 CFR & 3.908-9)

22. Additional Program Requirements

The Grantee must comply with the following as well as the terms and conditions for closeout of the sub-award.

22.1 The Grantee is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers.

22.2 ***Conflicts of Interest.*** Conflicts of interest include any relationship or matter which might place the Grantee in a position of conflict, real or apparent, between their responsibilities under the contract and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Grantee in the matter.

By signing this contract, the Grantee certifies that they have establish safeguards to prohibit its employees from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest, they have reported and/or do not have any current conflicts of interest at this time and are responsible for notifying the State in writing of any actual or potential conflicts of interest that arise during the life of this award.

22.3 ***System for Award Management.*** Unless exempted by 2 CFR 25.110, the Grantee must have a Unique Entity Identifier from the System for Award Management.

22.4 ***Non-Discrimination Requirements.*** No person in the United States may, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

a) Title II of the American's with Disabilities Act (28 CFR Part 35) of 1990 protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities.
b) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.
c) Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities.
d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
e) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance: and
f) Any other applicable non-discrimination law(s).

22.5 ***Lobbying.*** Any recipient that receives more than $100,000 in Federal funding and conducts lobbying with non-federal funds related to a covered Federal action must notify the State's Authorized Representative.

22.6 ***Sexual Assault and Sexual harassment Prevention and Response.*** Grantees must maintain clear and unambiguous standards of behavior to ensure harassment free workplaces for all personnel, including students. This includes all grant related activities and during conferences and workshops. Grantees should have accessible and evident means for reporting violations and timely investigations of allegations and corrective actions. Grantees must report to the State if any key personnel on the award are placed on administrative leave relating to a harassment finding or investigation.

Attachments

Attachment A: City Resolution

Signatures on next page.

Signatures:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed:____

Date:____

SWIFT Contract/PO No(s).__________________________

2. GRANTEE

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

Approved as to form:

____

City Attorney

Countersigned:

____

City Auditor

By:

____

Mayor

Attest:

____

City Clerk (Stamp)

Date Attested: ______________________

Distribution:
Agency
Grantee
State's Authorized Representative

3. STATE AGENCY

By:____
(with delegated authority)

Title:____

Date:____