**STATE OF MINNESOTA**
**GRANT CONTRACT AGREEMENT**
**Swift Contract Number:___________________**

This Grant Contract Agreement is between the State of Minnesota, acting through its Department of Labor and Industry, 443 Lafayette Road North, St. Paul, Minnesota, 55155 ("State") and City of Duluth Workforce Development, 405 West 1st Street, Duluth, Minnesota 55802 ("Grantee").

## Recitals

Under Minnesota Statute(s) § 175.17 the State is empowered to enter into this Grant Contract Agreement. The State is in seeking to expand registered apprenticeship by providing funding to Minnesota workforce boards to serve as regional apprenticeship hubs. 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

**A. Effective Date.** November 1, 2025, or the date the State obtains all required signatures, whichever is later.

Per Minnesota Statutes § 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 Minnesota Statutes § 16B.98 Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

**B. Expiration Date.** June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**C. Survival of Terms.** The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

### 2 Specifications, Duties, and Scope of Work

A. The Grantee shall comply with all applicable grants management policies and procedures, set forth through Minnesota Statutes § 16B.97, Subd. 4 (a).

B. The parties will perform the services outlined in Exhibit A: Specifications, Duties, and Scope of Work which is attached and incorporated into this Grant Contract Agreement.

C. The Grantee will take part in technical assistance meetings with the State, as requested, and minimally on a quarterly basis.

D. The Grantee must submit Quarterly Narrative Reports Form (QNR) as follows:

| Reporting Period: | Report Due Date: |
|---|---|
| November 1, 2025 – December 31, 2025 | January 15, 2026 |
| January 1, 2026 – March 31, 2026 | April 15, 2026 |
| April 1, 2026 – June 30, 2026 | July 15, 2026 |
| July 1, 2026 – September 30, 2026 | October 15, 2026 |
| October 1, 2026 – December 31, 2026 | January 15, 2027 |
| January 1, 2027 – March 31, 2027 | April 15, 2027 |
| April 1, 2027 – June 30, 2027 | July 15, 2027 |

E. For all grant awards with a total obligation greater than $25,000, a grantee performance evaluation will be posted publicly at https://osp.admin.mn.gov/granteval/grant-eval-uploader, per Minnesota Statutes § 16B.98, Subdivision 12 and OGM Policy 08-13.

## 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 and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

## 4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

**A. Compensation.** The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed $100,000.00 which shall be paid in accordance with the terms and breakdown of costs outlined in Exhibit B: Budget and Payment Schedule, which is attached and incorporated into this Grant Contract Agreement.

In accordance with Minnesota Management and Budget Statewide Operating Policy 0801-01, payment shall be made within 30 days following the State's Authorized Representative approval of an invoice. Payments will not be made if reports or other deliverables are outstanding.

**B. Administrative Costs.** Grantee administrative costs must be necessary and reasonable.

**C. Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed $179.00. The Grantee will not be reimbursed for travel expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed 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.

**D. Invoices.** Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to the following schedule:

A. 

| Reporting Period: | Invoice Due Date: |
|---|---|
| November 1, 2025 – December 31, 2025 | January 15, 2026 |
| January 1, 2026 – March 31, 2026 | April 15, 2026 |
| April 1, 2026 – June 30, 2026 | July 15, 2026 |
| July 1, 2026 – September 30, 2026 | October 15, 2026 |
| October 1, 2026 – December 31, 2026 | January 15, 2027 |
| January 1, 2027 – March 31, 2027 | April 15, 2027 |
| April 1, 2027 – June 30, 2027 | July 15,, 2027 |

B. Submit invoices to Ruth Taylor at ruth.taylor@state.mn.us.

C. Invoice(s) for reimbursable expenses must have sufficient supporting documentation including:
   1) Copies of all receipts for items, contracted services, or services purchased in accordance with the budget in Exhibit B.
   2) Copies of travel and mileage logs in accordance with budget in Exhibit B.
   3) Copies of payroll documentation including, proof of payment and hours worked on grant activities.

D. In accordance with Minnesota Management and Budget Statewide Operating Policy 0801-01, payment shall be made within 30 days following the State's Authorized Representative approval of an invoice. Payments will not be made if reports or other deliverables are outstanding.

**E. Federal Funds.**

A. Details of the federal subaward can be found in Exhibit C: Other Provisions, which is attached and incorporated into this Grant Contract Agreement.

B. The Grantee is responsible for its compliance with all applicable federal requirements detailed within Exhibit C: Other Provisions. The Grantee accepts full financial responsibility for any reimbursement imposed by the Grantee's noncompliance.

**F. Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

**G. Budget Modifications.** The Grantee may modify any line item in the most recently approved budget by up to 10 percent without prior approval from the State. The Grantee must notify the State of any modification equal to or less than 10 percent of any line item in writing, or by indicating on submitted reports, no later than the next invoice.

The Grantee must obtain written prior approval from the State for line-item modifications greater than 10 percent and must be indicated on submitted reports. The Grantee's failure to obtain the State's prior approval may result in denial of modification request, loss of funds, or both.

The total obligation of the State for all compensation and reimbursements to the Grantee shall not exceed the total obligation of the State in 4.1 Compensation above.

## 5 Conditions of Payment

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.

## 6 Contracting and Bidding Requirements

**A. Municipalities.** Any Grantee that is a municipality is required to comply with Minnesota Statutes § 471.345, Uniform Municipal Contracting Law.

**B. Municipalities and Nongovernmental Organizations.**

A. The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.

B. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: Suspended and Debarred Vendors, Minnesota Office of State Procurement.

C. The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

**C. Nongovernment Organizations.**

A. Any services and/or materials that are expected to cost $100,000 or more must undergo a formal notice and bidding process.

B. Services and/or materials that are expected to cost between $25,000 and $99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids or awarded to a targeted vendor.

C. Services and/or materials that are expected to cost between $10,000 and $24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

D. The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

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

2) Metropolitan Council Underutilized Business Program

3) Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Directory

E. The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.

F. Notwithstanding A-D above, the State may waive bidding process requirements when:

1) Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
2) It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.

## 7 Authorized Representatives

**A.** The State's Authorized Representative is Erin Larsen, Apprenticeship Director, 443 Lafayette Road North, St. Paul, Minnesota, 55155, 651-284-5345, Erin.Larsen@state.mn.us, or their 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 will certify acceptance on each invoice submitted for payment.

**B.** The Grantee's Authorized Representative is Elena Foshay, Director of Workforce Development, 402 West 1st Street, Duluth, Minnesota, 55802, 218-730-5241, efoshay@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.

**C.** The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

## 8 Assignment, Amendments, Waiver, and Contract Complete

**A.** **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.

**B.** **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.

**C.** **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.

**D.** **Contract 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.

## 9 Subcontracting and Subcontract Payment

**A.** A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

**B.** The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd.4 (a) 1, and other relevant statutes and regulations; and that subaward performance goals are achieved.

**C.** During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

**D.** No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.

**E.** The Grantee must pay any subrecipient in accordance with Minnesota Statutes § 16A.1245.

**F.** The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

## 10 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 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.

## 11 State Audits

Under Minnesota Statutes § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination 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.

## 12 Government Data Practices and Intellectual Property Rights

**A. Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 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. The civil remedies of Minnesota Statutes § 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.

**B. Intellectual Property Rights**

A. **Pre-Existing Intellectual Property.**

1) "Pre-Existing Intellectual Property" means any materials, information, works of authorship, inventions (whether or not patentable), improvements, or discoveries (i) owned by a party prior to the execution of this contract, (ii) conceived or created by a party outside of the scope of this contract, or (iii) conceived or created by a party using no materials or information provided by the other party. State and Grantee shall each retain ownership of all rights, title, and interest in their respective Pre-Existing Intellectual Property.

2) State hereby grants to the Grantee a license to use, copy, and modify the provided materials and information solely to perform the duties described in this Contract.

B. **Ownership.**
The Grantee shall own all rights, title and interest in and to all of the inventions, discoveries, copyrighted works, or improvements, conceived or created by the Grantee or its employees or subcontractors in the course of performing the Grantee's duties under this contract ("Inventions").

C. **License.**
The Grantee hereby grants the State a limited, non-exclusive, royalty-free, perpetual, irrevocable, non-sublicensable license to use the research results, copyrighted works, and Inventions for State Purposes. State Purpose means a non-commercial purpose consistent with the mission of the State. As part of the license, the State may share the Inventions with its subcontractors only as necessary and as is required to fulfill its governmental purpose.

## 13 Workers Compensation

The Grantee certifies that it is in compliance with Minnesota Statutes § 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.

## 14 Governing Law, Jurisdiction, Venue

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.

## 15 Termination

**A. Termination by the State.**

A. **Without Cause.** The State may terminate this Grant Contract Agreement 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.

B. **With 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.

**B. Termination by the Commissioner of Administration.**
The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

**C. Termination for Insufficient Funding.**
The State may immediately terminate this Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, federal government, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Grant Contract Agreement. 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 dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

### 16 Publicity and Endorsement

**16.1 Publicity.** Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

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

### 17 Data Disclosure

Under Minnesota Statutes § 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.

## Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

**Exhibit A: Specifications, Duties, and Scope of Work**

**Exhibit B: Budget and Budget Narrative**

**Exhibit C: Other Provisions**

**State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15*

Print Name: ___________________________________

Signature: _____________________________________

Title: _____________________Date:______________

SWIFT Contract No./ PO No. _____________________

**Grantee**

*With delegated authority*

Print Name: ___________________________________

Signature: _____________________________________

Title:_____________________ Date:______________

**State Agency**

*With delegated authority*

Print Name: ___________________________________

Signature: _____________________________________

Title:_____________________ Date: ______________

**Exhibit A: Specifications, Duties, and Scope of Work**

Project Description and Performance Measures

The development and maintenance of a new registered apprenticeship hub. The following workplan outlines all meetings, activities/deliverables and milestones that are required throughout the development and maintenance processes.

Workplan:

| Mo./Yr. | Major activities | Milestones |
|---|---|---|
| 11/2025-12/2025 | Research currently available apprenticeship opportunities in Northeast region of Minnesota. | Inventory of apprenticeship opportunities with information about sponsors, RI partners, eligibility requirements, and application process developed; sustainable funding structures and lessons learned about supporting apprentices identified. |
| 12/2025 – 4/2026 | Meetings with individual employers interested in exploration of registered apprenticeship. | Identification of employers, apprenticeable occupations, and employer referrals to DLI Apprenticeship staff. |
| 1/2026-12/2026 | Work with Lake Superior College and other local college partners on strategies to support apprenticeship RI. | Identification of specific action steps to facilitate development of RI as part of apprenticeship design. |
| 3/2026-12/2026 | Continued outreach and follow-up with individual employers working to build registered apprenticeship programs. | Continued engagement with DLI and Duluth Workforce Development staff among identified employers to build out registered apprenticeship programs. |
| 10/2025 and 10/2026 | Integrate information about apprenticeship as part of Tour of Manufacturing. | Develop informational materials about apprenticeship aimed at high school students and incorporated into Tour of Manufacturing. |
| 2/2026-12/2026 | Conduct outreach and education in local high schools and through community events to educate juniors, graduating seniors and adult jobseekers about apprenticeship opportunities. | Increased number of high school students and jobseekers interested in pursuing apprenticeship as a post-secondary pathway. |
| 11/2026 | Host Manufacturing Expo to highlight careers in manufacturing, including apprenticeship opportunities. | Event planned and hosted, with high school students and community members in attendance. |
| 10/2025-3/2027 | Provide apprenticeship navigation services to jobseekers seeking training for careers in construction, manufacturing, healthcare, utilities, and other industry sectors. | Increased recruitment for apprenticeship programs and occupations across all industries in the region. |
| 4/27 - 6/27 | Provide apprenticeship navigation services to jobseekers seeking training for careers in construction, manufacturing, healthcare, utilities, and other industry sectors. | Increased recruitment for apprenticeship programs and occupations across all industries in the region. |

The following outcome chart includes the number of employers referred to DLI for development, and the number of engagement activities, including attendance at each event.

Outcomes

| Quarter | Number of employers referred to DLI for registered apprenticeship program development | Number of partnership engagement activities | Anticipated number of attendees at engagement activities | Number of individuals provided with one-on-one navigation leading to registered apprenticeship enrollment |
|---|---|---|---|---|
| Q1 | 0 | 3 | 3 | 0 |
| Q2 | 1 | 3 | 3 | 0 |
| Q3 | 1 | 3 | 3 | 2 |
| Q4 | 2 | 3 | 3 | 4 |
| Q5 | 1 | 3 | 3 | 2 |
| Q6 | 0 | 44 | 280 | 2 |
| Q7 | 0 | 2 | 2 | 0 |
| TOTAL | 5 | 61 | 297 | 10 |

Deliverables:

1. Provide inventory of registered apprenticeship opportunities in Northeast Minnesota.
2. Provide detailed action plan for the development of related instruction with Lake Superior College.
3. Provide copies of all outreach/informational materials developed using grant funds.
    a. All outreach materials created using grant fund must contain the following:

    "This (name of item) was 100% paid for through a $4.7 million State Apprenticeship Expansion Formula Grant from the USDOL/Employment and Training Administration."

Performance Measures:

The project includes the development of a new registered apprenticeship hub. Measures of performance include successful completion of the workplan, outcomes and deliverables as indicated above, progress will be measured through the Quarterly Narrative Report Form (QNR).

Project includes tracking and reporting progress on the workplan, outcomes and deliverables as indicated above. Progress will be measure through the Quarterly Narrative Report Form (QNR) and attendance records at each event.

**Exhibit B: Budget and Budget Narrative**

Budget:

| Budget categories | Budget dollar amount |
|---|---|
| Personnel – salaries and wages (Including fringe costs) | $87,941.00 |
| Travel | $179.00 |
| Tools, supplies, and materials | $0.00 |
| Contracted services | $11,880.00 |
| Indirect Cost | $0.00 |
| **Total budget requested** | **$100,000.00** |

Budget Narrative:

| Budget category | Detailed description<br>Provide a detailed account of each budget line item listed above for which you are requesting funding (for example, instructor salary, program administrator salary, purchase of curriculum, apprentice tracking software, apprentice tuition costs, training supplies etc.) |
|---|---|
| Personnel | A total of $87,941.00will go toward personnel costs, including wage and benefits for:<br>1. Career Pathways Program Lead<br>(0.26 FTE = $63.05 x 109.9169 hrs. x 7 quarters) = $48,511.82<br>Primary staff member engaging employers, overseeing outreach conducted by youth program staff and community liaisons, and providing one-on-one navigation services to jobseekers.<br><br>2. Project Director<br>(0.10 FTE = $104.31 x 54.00 hrs. x 7 quarters) = $ $39,429.18<br>Provides project oversight and staff supervision and assists with employer outreach and engagement. |
| Travel | $179 for mileage reimbursement at a rate of $0.70 per mile, to support travel around the region to meet with employers. |
| Tools, supplies and materials | No costs billed to the grant on this line. |
| Contracted services | $11,880<br>Four Community Liaisons ($55/hr. x 9 hrs./month x 18 months x 4 = $35,640.00) who will conduct outreach to students and jobseekers to learn about apprenticeship opportunities. 33.333332% of their work will be dedicated to this program. |
| Indirect Costs | $0.00 |

Indirect Cost Rate:

The Grantee may elect to use one of the below options and will indicate the rate used in Exhibit B, Budget Narrative.

A. The Grantee has an established federal indirect cost rate. Please submit your Negotiated Indirect Cost Rate Agreement showing your approved federal rate.

B. The Grantee may use the de minimis rate of 15.0% based on the Grantee's modified total direct costs.

The Grantee may apply their negotiated rate or the de minimums rate to the Grantee's modified total direct costs. Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs and with the approval of the cognizant agency for indirect costs.

Costs must be consistently charged as either direct or indirect costs and may not be double charged or inconsistently charged as both.

## Exhibit C: Other Provisions

Federal Provisions

**Federal Funds.**

Payments will be subawarded to the Grantee from US Department of Labor Employment and Training Administration through the Minnesota State Apprenticeship Expansion Formula – Competitive grant at the Department of Labor and Industry (DLI) focused on supporting new and expanding registered apprenticeship programs (RAPs) and the development of quality pre-apprenticeship programs leading to RAPs. This Grant Contract Agreement is fully funded through the above-mentioned grant. The Federal Award is not for research and development.

Total Federal Amount Awarded to DLI: $4,700,000.00
Assistance Listing Number (ALN): 17.285
Federal Award Identification Number (FAIN): 24A60AP000057
Federal Award Date: 06/25/2024
DLI Negotiated Indirect Cost Rate Agreement: 14.79%, as of 7/1/2024 – 6/30/2025

Grantee's EIN Number: 41-6007162
Grantee's Unique Entity Identifier, if applicable (UEIN): U12NSOK6E3J7

The Grantee is responsible for its compliance with all applicable federal requirements detailed within the prime award, Funding Opportunity Number (FOA): FOA-ETA-24-06. The Grantee accepts full financial responsibility for any reimbursement imposed by the Grantee's noncompliance.

**Grantee Duties.**

The Grantee will comply will all federal requirements imposed on these funds as identified in the Federal Award Identification Number above, and will comply with any applicable requirements in 2 CFR 200 and 2 CFR 2900 including but not limited to the provisions required by Appendix II to Part 200– Contract Provisions for Non-Federal Entity Contracts under Federal Awards.

The Grantee will comply with monitoring requirements of the State and auditors. Such requirements can include, but may not be limited to, access to records and financial documentation, attendance records, Grantee generated publicity and recruitment documentation, and participation as needed, in federal grant monitoring activities per 2 CFR 200.332.

The Grantee must notify the State in writing of, and take corrective action on, all significant developments that negatively affect the grant award. Significant developments can include Single Audit findings related to the grant award, other audit findings, site visits, and adverse conditions which will impact the Grantee's ability to meet the services under this Grant Contract Agreement. When significant developments negatively impact the grant award, the Grantee must provide a written plan to the State for corrective action and may request assistance needed to resolve the situation.

At the end of the grant period, the award recipient will be required to close the grant with the DOL. The grant award and cooperative agreement recipient will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin when the period of performance ends. See ETA's Grant Closeout webpage for further information on the closeout process. The recipient's responsibilities at closeout may be found at 2 CFR 200.344. During the closeout process, the award recipient must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the required documentation is a NICRA or CAP issued by the award recipient's FCA. For those approved to utilize a de minimis rate for indirect costs, the grant agreement or cooperative agreement is sufficient documentation. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection. The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the period of performance specified in this award (see 2 CFR 2900.15).

**Indirect Cost Rate.**
The Grantee may use an approved indirect cost rate negotiated between the Grantee and the Federal Government. If the Grantee does not have a current Federally negotiated indirect cost rate (including provisional rate), the Grantee may elect to charge a de minimis rate in accordance with 2 CFR 200.414. Once elected, the Grantee must use the de minimis rate for all Federal awards until the Grantee chooses to receive a negotiated rate.

The Grantee may apply their negotiated rate or the de minimums rate to the Grantee's modified total direct costs. Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs and with the approval the of the cognizant agency for indirect costs.

**Domestic Preference for Procurements.**
The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**Construction.**
The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable. For projects that include construction contracts of $2,000 or more paid in part or in full with federal funds, grantees must comply with all provisions related to the Davis-Bacon (40 U.S.C. § 3141-3148), the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), and supplemental regulations.

**Intellectual property rights.**
Open Licensing. Intellectual property developed under this grant contract must be licensed under a Creative Commons Attribution 4.0 (CC BY 4.0) license, which allows subsequent users to copy, distribute, transmit, and adapt the copyrighted work and requires such users to attribute the work.

**Publicity.**
Any publicity regarding the subject matter of this Grant Contract Agreement must include the following information: (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.