STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

Minnesota Multi-Purpose Community Facility Project to Support Community Revitalization Connectedness and Equity by Promoting Education, Work, and Health

This Grant Contract Agreement is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Education ("State"), **and**

GRANTEE NAME: Ramsey County Library

LEGAL ADDRESS: 121 7th Place East Suite 4000, Saint Paul, MN 55101-2419

CAPITAL PROJECT ADDRESS: 3025 Southlawn Dr, Maplewood, MN 55109-1577

UEI # ("Grantee"): 196508

SWIFT Vendor ID: S5C3Q2AJXM83

Recitals

1. Under Minn. Stat. § 16B.97 and the Coronavirus Projects Fund, established by section 604 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Public Law No, 117-2 (March 11, 2021) as awarded to the State from the United States Department of Treasury (Treasury), the State is empowered to enter into this grant contract agreement.
2. The State has a need to implement essential capital projects that facilitate access to work, education, and health monitoring—including remote access—as part of the response to the public health emergency caused by the coronavirus disease (COVID-19). These projects will directly support recovery efforts by enhancing and expanding infrastructure vital for continued participation in these critical areas, with lasting impact beyond the pandemic by supporting investments in capital assets aimed at addressing disparities in access to essential services; and delivering modern infrastructure solutions, including reliable and affordable high-speed broadband internet, necessary for equitable access to work, education, and healthcare.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

Grant Contract Agreement

1. Term of Grant Contract Agreement - This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the purpose set forth in Section 2.03 after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the State Entity shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

1.1 **Effective Date: September 9, 2025** or the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5, whichever is later. 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:** December 31, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Funds must be expended, and projects must reach substantial completion before December 31, 2026.

a. Substantial completion is defined as the date for which the Project can fulfill the primary operations that it was designed to perform, delivering services to end-users.

b. At substantial completion, service operations and management systems infrastructure must be operational.

1.3 **Survival of Terms:** The following clauses survive the expiration or termination of this grant contract agreement: 9. Liability; 10. State Audits; 13. Government Data Practices and Intellectual Property Rights; 16. Publicity and Endorsement; 17.

Governing Law, Jurisdiction and Venue; 19. Data Disclosure; and 25. Program Income.

2. Grantee's Duties

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

2.1 The Grantee must comply with applicable grants management policies (Minn. Stat. § 16B.97, subd. 4(a)(1)). Specific duties are outlined in Clause 4.1(a).

2.2 The Grantee has made application to the State for the purpose of administering the Capital Projects Fund in the manner described in the Grantee's Application, which is incorporated into this grant contract agreement by reference.

2.3 The Grantee is awarded funds to:

1. Invest in capital assets that enable work, education, and health monitoring. Address a critical need resulting from or exacerbated by COVID-19.
2. Serve a critical community need.

2.4 Additional Requirements:

a. Grantee shall submit invoices for services rendered no more frequently than bi-weekly once per month or no less than once per quarter in accordance with the approved budget and scope of work. See reporting schedule in paragraph 4.2(a)
b. Submit an interim progress report as requested by the State no later than July 15, 2026, for all activities from the beginning of the grant to June 30, 2026.
c. Submit a final progress report as requested by the State no later than January 30, 2027, for all activities of the grant.
d. Maintain a grant ledger and supporting documentation (e.g., UFARS for school districts);
e. Follow procurement laws and ensure vendors are eligible and not debarred;
f. Undergo a pre-award risk assessment prior to award execution;

g. Undergo grant monitoring once (if grant >$50,000) or annually (if >$250,000);
h. Agree to participate in a minimum of one (1) site visit per project year, to be conducted by MDE. The purpose of the site visit is to assess program implementation, progress toward goals, compliance with grant terms and conditions, and to provide technical assistance as needed. The Grantor will coordinate with the Grantee to schedule the visit at a mutually agreeable time. Additional site visits may be conducted at the discretion of the Grantor
i. Per uniform administrative requirements for federal awards, program income generated from funded projects during the grant performance period, or prior to January 1, 2027, must be used for the purposes and under the conditions of the federal award. The U.S. Department of the Treasury's Capital Projects Fund prescribes the additive approach to program income for multi-purpose community facilities. For program income and other related definitions, please see 2 CFR 200.307(e)(2)
    a. Program Income Reporting **-** Per uniform administrative requirements for federal awards, program income generated from funded projects during the grant performance period must be used for the purposes and under the conditions of the federal award. The U.S. Department of the Treasury's Capital Projects Fund prescribes the "additive" approach to program income for multi-purpose community facilities.

2.5 Provisions for Contracts and Sub-grants

a. **Contract Provisions.** The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be following all applicable OSHA regulations, especially the federal Hazardous

Waste Operations and Emergency Response Standards (29 CFR 1910.120 and 29 CFR 1926.65).

b. **Ineligible Use of Grant Funds.** The dollars awarded under this grant contract agreement are grant funds and shall only be used by Grantee and not be awarded by Grantee to third parties as grant funds

c. **Job Listing Agreements**. *Minn* Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives $200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

d. **Payment of Contractors and Subcontractors.** The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

2.6 Debarment and Suspension Certification**:** (If applicable)

a. The Grantee agrees to follow the President's Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions;" unless excluded by law or regulation. Evidence that contractors are not debarred will be maintained over the life of the grant.

3. Time: The grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant contract, 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 as follows: performed by the Grantee under this grant contract agreement as follows:

a. ***Compensation -*** The Grantee will be paid according to the breakdown of costs in Exhibit B, which is attached and incorporated into the Grant Contract Agreement.

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 **$450,154.57.**

4.2 **Payment**

a. **Invoices:** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be itemized, submitted no more than bi-weekly, and approved by the State's representative. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. At a minimum must be submitted timely and according to the following schedule:

- October 30, 2025, for any reimbursable expenses from the beginning of the grant to September 30, 2025;
- January 30, 2026, for any reimbursable expenses from October 1, 2025, to December 31, 2025;
- April 30, 2026, for any reimbursable expenses from the January 1, 2026, to March 31, 2026;
- July 15, 2026, for any reimbursable expenses from the April 1, 2026, to June 30, 2026;
- September 30, 2026, for any reimbursable expenses from the July 1, 2026, to September 30, 2026; and

- January 30, 2027, for any reimbursable expenses from October 1, 2026, to December 31, 2026.;

4.3 **Budget Revisions:** The grantee must receive prior written approval from MDE for any budgetary changes of approved line item amounts greater than 10 percent of the total grant award available for expenditure during the grant period. Total budget line-item deviations exceeding 10 percent of the total award must be approved in writing by MDE prior to incurring the expenditure. In their request for approval the grantee must include supporting information to justify why the change is necessary. MDE is not legally obligated to approve expenditures incurred on budget line-item changes that exceed 10 percent of the total award for which prior approval has not been granted. Grantee may not incur expenditures within a budget line item that is not included in the approved budget without the written approval of MDE

4.4 **Federal Funds:** Payments under this grant contract agreement will be made from federal funds obtained by the State through CFDA number 21.029 Coronavirus Capital Projects Fund, CPFFN0179.

a. 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.

b. Funds made available pursuant to this grant contract agreement shall be used only for expenses incurred in performing and accomplishing such purposes and activities during the grant period described above. Notwithstanding all other provisions of this grant contract agreement, it is understood that any reduction or termination of Treasury funds provided to the State may result in a reduction of available funds to the Grantee.

c. Where provisions of the Grantee's Application are inconsistent with other provisions of this grant contract agreement, the other provisions of this grant contract agreement shall take precedence over the provisions of the Application

4.5 **Unexpended Funds:** The Grantee must return to the State any unexpended funds that have not been accounted for grant closeout.

5. Contracting and Bidding Requirements: Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

5.1 Supporting documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justify a single/sole source bid, if applicable.

5.2 For projects that include construction work of $25,000 or more, prevailing wage rules MAY apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

- *Eligible Contractors*: All Grantees are required to verify that all contractors, subcontractors and sub-recipients are not listed on the Federal publication that lists debarred, suspended and ineligible contractors. Evidence of this determination must be readily available to the State throughout the life of the project.

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

5.4 The grantee must verify that neither the organization nor any of its principals are listed on the SAM.gov Exclusions List prior to receiving federal funds, by conducting a search at https://sam.gov

6. 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.

7. Authorized Representatives: The State's Authorized Representative, 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.

The Grantee's Authorized Representative is **Pang Yang**. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

Grantee: Ramsey County Library

Name: Pang Yang **Title: Library Director**

Address: 121 7th Place East Suite 4000, Saint Paul, MN 55101-2419

Phone: **651-724-6010**

Email: pang.h.yang@co.ramsey.mn.us

8. Assignment, Amendments, Waiver, and Complete Agreement

8.1 **Assignment:** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement.

8.2 **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, or their successors in office.

8.3 **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.

8.4 **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, whether written or oral, may be used to bind either party.

9. 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.

10. 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 Commissioner of Administration, by the State granting agency 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

- Accounting methods must be in accordance with generally accepted accounting principles. The Grantee shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156). When a Grantee expends over $750,000 in federal funds during their fiscal year, a single audit is required to be submitted for that year.
- The grantee shall maintain books, records, documents and other evidence pertaining to the costs and expenses of implementing this application to the extent and in such detail as will accurately reflect all gross costs, direct and indirect, of labor materials, equipment, supplies, services and other costs and expenses of whatever nature.
- The grantee shall use generally accepted accounting principles.
- The grantee shall preserve all financial and cost reports, books of account and supporting documents and other data evidencing costs allowable and revenues and other applicable credits under this award which are in the possession of the grantee and relate to this award, for a period of no less than six years and the respective federal requirements where applicable.

- All pertinent records and books of accounts related to this award and subsequent awards shall be preserved by the grantee for a period of six years subject to the following criteria:
    - The six-year retention period shall commence from the date of submission of the final expenditure report.
    - If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
    - The grantee agrees to cooperate in any examination and audit under the provisions of this paragraph.

11. Financial Reconciliation: A financial reconciliation or desk review of reported expenditures to supporting documentation will occur at least once during the award period on grants that are at or exceed $50,000. MDE will request supporting documentation for review and reconciliation of at least two (2) budget line-item expenditures based on a financial reporting form (FRF) submitted by the grantee.

- MDE may request documentation before, during, or after monitoring visits.
- Financial documentation to support expenditures incurred under this award must be maintained by the grantee and provided to MDE upon request

12. Monitoring and Corrective Action: Pursuant to state regulations and guidelines, the State shall monitor grantee performance annually. The Grantee will make all books, records, documents, and accounting procedures and practices accessible for any monitoring. Monitoring will be based on forms provided by the State. The monitor may be in person or a request for information at any time during the grant and any time after grant closeout as needed.

The grantee will monitor the activities of the sub-recipient according to 2 CFR §200.303 and 2 CFR §200.331 as necessary to ensure that the sub-award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Sub-award;

and that sub-award performance goals are achieved. Pass-through entity monitoring of the sub-recipient must include:

a. Reviewing financial and programmatic reports required by the pass-through entity.
b. Following-up and ensuring that the sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the sub-recipient from the pass-through entity detected through audits, on-site reviews, and other means.
c. Issuing a management decision for audit findings pertaining to the Federal award provided to the sub-recipient 2 CFR §200.332 from the pass-through entity as required by 2 CFR §200.521 management decision.

13. Government Data Practices and Intellectual Property

13.1 **Data Practices:** Governed by Minn. Stat. Ch. 13. The Grantee must notify the State if it receives data requests.

- 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.

13.2 **Ownership of Materials and Intellectual Property Rights**

a. *Intellectual Property Rights:* The State of Minnesota shall own all rights, title, and interest in all the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the works and documents created and paid for under the award. Works means all inventions, improvements, discoveries (whether patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this award. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the grantee, its employees, agents, or subcontractors in the performance of this award. The documents will be the exclusive property of the State of Minnesota and all such documents must be immediately returned to the state by the grantee upon completion or cancellation of the award. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works for hire." The grantee assigns all right, title and interest it may have in the works and the documents to the State of Minnesota. The grantee, at the request of the state of Minnesota, shall execute all papers and perform all other acts necessary to transfer or record the State of Minnesota's ownership interest in the works and documents.

b. *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 the award, the grantee will immediately give the State of Minnesota's authorized representative written notice thereof, and must promptly furnish the authorized representative with complete information and/or disclosure thereon.

c. *Representation*: The grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the state of Minnesota, and that neither the grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property of other persons or entities.

i. Notwithstanding Liability clause 5, the grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the state of Minnesota, at the grantee's expense, from any action or claim brought against the state of Minnesota to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others.

ii. The grantee will be responsible for payment of 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 of Minnesota's opinion is likely to arise, the grantee, must at the state of Minnesota's discretion, either procure for the state of Minnesota the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the state of Minnesota will be in addition and not exclusive of other remedies provided by law.

14. Proceeds of a Sale. Upon the sale of the Grant Recipient's interest in the Real Property and, if applicable, the Facility the net proceeds thereof shall be disbursed in the following manner and order.

a. The first distribution shall be to the Commissioner of Management and Budget in an amount equal to the amount of the Grant actually disbursed, and if the amount of such net proceeds shall be less than the amount of the Grant actually disbursed then all of such net proceeds shall be distributed to the Commissioner of Management and Budget.

b. The remaining portion, after the distribution specified in Section 3.03.A, shall be distributed to pay in full any outstanding public or private debt incurred to acquire the Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facility in the order of priority of such debt.

c. Any remaining portion, after the distributions specified in Sections 3.03A and B, shall be divided and distributed in proportion to the shares contributed to the acquisition of the Grant Recipient's interest in or for the betterment of the Real Property and, if applicable, the Facilities by public and private entities, including the State Entity but not including any private entity that has been paid in full, that supplied funds in either real monies or like-kind contributions for such acquisition and betterment, and the State Entity's distribution shall be made to the Commissioner of Management and Budget. Such public and private entities may agree amongst themselves as to any redistribution of such distributed funds.

The Grant Recipient shall not be required to pay or reimburse the State Entity for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Grant actually disbursed.

15. Workers Compensation: The Grantee certifies that it follows 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.

16. Publicity and Endorsement

16.1 **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.

16.2 **Endorsement:** Grantee may not imply State endorsement of products/services.

17. 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.

18. Termination

18.1 **By 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.

18.2 **By Commissioner of Administration:** The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

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

a. Funding becomes unavailable or the continuation of this Agreement and payments hereunder shall be subject to the availability of federal funds to the State from the US Treasury under the Prime Award. The State shall only be required to make payments to the grantee to the extent that the US Treasury makes payments to the State for allowable costs pertaining to this Agreement. The State shall promptly notify the grantee, in writing, of any (i) termination of the Prime Award or (ii) modification of funding available under the Prime Award that might negatively impact this subaward.
b. Funding for the Coronavirus Capital Projects Fund (Capital Projects Fund), established by Section 604 of the Social Security Act (the Statute), as added by Section 9901 of the American Rescue Plan Act of 2021 (American Rescue Plan) is withdrawn by the U.S. Department of Treasury.
c. Termination must be by written or fax 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 any penalty if the grant contract 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.

In the Event of Cancellation: In the event of any cancellation under this provision, the Grantee shall cooperate fully with the State and help facilitate any transition for the provision of services by a different vendor. Failure to cooperate with or withholding any information or records requested by the State or a different vendor that impairs in any way the transition of the provision of services shall constitute a material breach of this grant contract agreement, subjecting Grantee to liability for all damages incurred by the State resulting from such breach.

19. 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.

20. Post Grant Reporting Requirements: The grantee will report to the State, in the manner as requested by the State. The report will be due annually beginning after the end period of the grant on December 31, 2027. The grantee will continue to report annual for a period of 5 years past the end of the grant through December 31, 2031. Grantee shall use the reporting forms provided by the State.

21. Conflicts of Interest: The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn.Stat.§16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making (Current Policies tab). When a conflict of interest concerning State grant-making is suspected, disclosed or discovered, transparency shall be the guiding principle in addressing it.

- In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant contract agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

- The Grantee must complete a Conflict-of-Interest Disclosure Form.

22. Federal Environmental Standards: Unless the State indicates otherwise and prior to release of funds, the Grantee is required to conduct an environmental review on project activities to comply with the National Environmental Policy Act of 1969 (NEPA), as amended. Disbursement of funds from the State will not occur until State has issued an environmental clearance to the Grantee.

- Grantee must maintain environmental review documentation and records and make them available to the public.

23. Drug-Free Workplace (Awardees Other Than Individuals) As required by the Drug-Free Workplace Act of 1988, and implemented at 2 CFR, Part 200, the grantee certifies that it will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about:
    a. The dangers of drug abuse in the workplace;
    b. The grantee’s policy of maintaining a drug-free workplace;
    c. Any available drug counseling, rehabilitation and employee assistance programs; and
    d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (1);

4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the award, the employee will:
    a. Abide by the terms of the statement; and,
    b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected award;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted:
    a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
    b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs (1), (2), (3), (4), (5) and (6).

24. Use of Out of State Contractors: The Grantee must comply with Minnesota Statutes, Section 290.9705 by either:

a. Depositing with the State, eight percent of every payment made to non-Minnesota construction contractors, where the contract exceeds $50,000; or

b. Receiving an exemption from this requirement from the Minnesota Department of Revenue.

25. Program Income: Per uniform administrative requirements for federal awards, program income generated from funded projects during the grant performance period must be used for the purposes and under the conditions of the federal award. The U.S. Department of the Treasury's Capital Projects Fund prescribes the "additive" approach to program income for multi-purpose community facilities.

26. Procurement: The Grantee must maintain documentation that shows that professional services were procured in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Services obtained from an HRA, RDC, or nonprofit organization do not have to be procured by competitive negotiation if exemption has been requested and approved by MDE, but contracts for these services must only be on a cost reimbursement basis, accounted for in accordance with 2 CFR Part 200.

27. Equal Opportunity, Americans with Disabilities Act, and Minnesota Human Rights Act: The Grantee agrees to comply with all nondiscrimination assurances described in: Section 188 of the Workforce Innovation and Opportunity Act (WIOA); the Americans with Disabilities Act, as amended (ADA), Title I and Title II, as amended; and the Minnesota Human Rights Act.

28. Build America, Buy America Act (BABAA): Treasury strongly encourages recipients to use domestic procurement preferences wherever practicable. However, infrastructure projects funded solely with CPF award funds are not subject to the Buy America Preference requirements set forth in section 70914 of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act, Pub. L. 117-58. CPF recipients may be otherwise subject to the Buy America Preference requirements when CPF award funds are used on a project in conjunction with funds from other federal programs that require compliance with the Buy America Preference requirements. Recipients are advised to consult with the other federal agencies administering federal financial assistance that is being blended or braided with CPF funds regarding the applicability of the Buy America Preference requirements.

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) has executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: ____

Title:____

Date: ____

By: ____

Title:____

Date: ____

3. STATE OF MINNESOTA – DEPARTMENT OF EDUCATION

By: ____

(WITH DELEGATED AUTHORITY)

Title:____

Date: ____

Distribution:
Grants Coordinator: Amanda Williams, amanda.williams@state.mn.us Ph: 651-582-8648
Authorized Representative: Liz Ferrusca, liz.ferrusca@state.mn.us Ph: 651-582-8411