

STATE OF MINNESOTA

GRANT CONTRACT

Contract Number: 7COCPPD1200

EQUITY

This grant contract is between the State of Minnesota, acting through its Department of Employment and Economic Development ("STATE") and the City of St. Paul, Police Department, 367 Grove Street, St. Paul, MN 55101 ("GRANTEE").

Recitals

- 1. Under Minnesota Session Laws of 2016, Chapter 189, Article 12, the STATE is empowered to enter into this grant contract to expand economic opportunities and eliminate workforce and educational barriers faced by people of color, women, people with disabilities, veterans, and/or youth in Minnesota.
- 2. The GRANTEE represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the STATE. Pursuant to Minn. Stat. §16B.98, subdivision 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

1 Term of Grant Contract

- 1.1 **Effective date.** 3/1/2017, or the date the STATE obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the GRANTEE until this grant contract is fully executed. The GRANTEE must not begin work under this grant contract until this contract is fully executed and the GRANTEE has been notified by the STATE's Authorized Representative to begin the work.
- 1.2 **Expiration date.** 12/31/2017, 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: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 GRANTEE's Duties

- 2.1 **Duties.** The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1). The GRANTEE will perform the duties outlined in Exhibit 1, Work Plan, and will also adhere to Exhibit 4, Terms and Conditions which are attached and incorporated into this grant contract. GRANTEE will submit all applicable required reporting and supporting documentation referenced in Exhibit 4, Section 2) Additional Terms and Conditions in the manner prescribed by the STATE. Any portion of the work plan that has been altered, modified, or otherwise changed must be approved by the STATE and shall be considered a modification and become attached to and part of this Contract.

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**3 Time**

The GRANTEE must comply with all the time requirements described in this grant contract. 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 satisfactorily performed by the GRANTEE under this grant contract.

**(a) Compensation.** The GRANTEE will be reimbursed according to the budget summary provided in Exhibit 2, which is attached and incorporated into this grant contract, to support activities within the Work Plan.

**(b) Total Obligation.** The total obligation of the STATE for all compensation and reimbursements to the GRANTEE under this grant contract will not exceed **\$200,000**.

**4.2. Payment**

**(a) Invoices.** Requests for Payment by the GRANTEE to the STATE must be made by cash advance payment and/or request for reimbursement.

Cash Advance Payment: GRANTEE may request payment before expenses have been incurred through a cash advance. GRANTEE must first request approval by the STATE for the GRANTEE to receive cash advance payments using the Application for Financial Advance Form (AFA). Once the AFA is approved by the STATE, the GRANTEE must complete the Cash Advance Payment Request Form (CAPR) (see Exhibit 4, Section 2) "Additional Terms and Conditions") and the CAPR must be approved by the STATE to receive advance funds.

Request for Reimbursement: 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 requesting reimbursement must be submitted timely and in accordance with the parameters set out in Exhibit 4, Section 2) "Additional Terms and Conditions".

**(b) State funds.** Payments under this grant contract will be made from State funds appropriated to the STATE by the Legislature through Minnesota Session Laws of 2016, Chapter 189, Article 12. The GRANTEE is responsible for compliance with all STATE requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the GRANTEE's failure to comply with State requirements.

**5 Conditions of Payment**

All services provided by the GRANTEE under this grant contract 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 disallowance of all or part of the cost of a function or activity not in compliance with or exceeding the Administrative Cost limitation or requiring repayment of costs that are questioned or unallowable that are submitted for payment, or work found by the STATE to be unsatisfactory or performed in violation of federal, State, or local law.

Administrative Costs may be included in your work plan and budget, as necessary, up to a maximum of 10 percent of the total grant award amount or the actual grant expenditures at the conclusion or close-

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out of the grant period, whichever is less. Administrative costs included in each request for payment submitted by the GRANTEE will be limited to a maximum of 10% of the total payment amount unless the GRANTEE has received a written exemption approved by the STATE indicating the reason for the exemption. The STATE is responsible for negotiating appropriate Administrative Cost limits to minimize Administrative costs and derive the optimum benefit for grant funding. The STATE reserves the right to offset overpayments and disallowances by reducing cash payments made against the grant contract.

Names of employees from the GRANTEE who are authorized by the entity to request/draw cash grant funds must be sent in writing to the STATE using the Authorized Signature Form for Cash Requests (See Exhibit 4, Section 2) Additional Terms and Conditions). Only advance payment requests or requests for reimbursement submitted by an authorized representative of the GRANTEE, or his/her successor, will be processed. If a cash request is not submitted by an authorized representative or his/her successor, it will be returned to the GRANTEE for revision and resubmittal by an authorized representative.

Payments to the GRANTEE will also be contingent on the following:

- Required reports (See Clause 20 "Reporting Requirements") submitted on time, unless the STATE has given the GRANTEE a written extension (State Policy on Grant Progress Reports 08-09)
- Successful monitoring visits (See Clause 21 "Monitoring and Corrective Action") and satisfactory financial reconciliation of GRANTEES' expenditures at least once during the grant period for grants over \$50,000 (State Policy on Grant Monitoring 08-10).

**6 Authorized Representative**

The STATE's Authorized Representative is May Thao-Schuck, Director, Employment & Training Programs Division, 332 Minnesota Street; St. Paul, MN 55101; [may.thao.schuck@state.mn.us](mailto:may.thao.schuck@state.mn.us) or her successor. The STATE's Authorized Representative has delegated responsibility to monitor the GRANTEE's performance, and the authority to accept the services provided under this grant contract.

The GRANTEE's Authorized Representative is Todd Axtell, Chief of Police, City of St. Paul Police Department, 367 Grove Street, St. Paul, MN 55101; [todd.d.axtell@ci.stpaul.mn.us](mailto:todd.d.axtell@ci.stpaul.mn.us) If the GRANTEE's Authorized Representative changes at any time during this grant contract, the GRANTEE must immediately notify the STATE.

**7 Assignment, Amendments, Waiver, and Grant Contract Complete**

- 7.1 **Assignment.** The GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE, and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office. The provisions of this grant agreement applicable to the GRANTEE shall also be applicable to subgrants made by the GRANTEE from funds obtained under this grant agreement.
- 7.2 **Amendments.** Any amendments to this grant contract 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.
- 7.3 **Waiver.** If the STATE or GRANTEE fails to enforce any provision of this grant contract, that failure does not waive the provision or the STATE's or GRANTEE's right to enforce it.

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7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

**8 Liability**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The liability of the STATE shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes 3.732 and 3.736, et seq., and other applicable law. The liability of the GRANTEE shall be governed by the Municipal Tort Claims Act, Minnesota Statutes 466.01, et seq., and other applicable law.

**9 State Audits**

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

**10 Government Data Practices and Record Retention**

10.1. **Government Data Practices.** The GRANTEE and STATE must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the STATE under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under this grant contract. 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's response to the request shall comply with applicable law. See Exhibit 3, which is attached and incorporated into the contract, for details.

10.2. **Record Retention.** The GRANTEE understands and agrees that in performing services for or being funded by the STATE, that it shall be bound by Minn. Stat. § 15.17 requiring that government entities shall make and preserve all records necessary to a full and accurate knowledge of their official activities, and Minn. Stat. §138.17 requiring that records be maintained per an approved records schedule. The GRANTEE understands that it will be bound by these Statues beyond the termination date of this grant contract.

10.3 **Intellectual Property Rights.**

(a) **Intellectual Property Rights.** The STATE owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The "works" means all inventions, improvements, discoveries (whether or not 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 Contract. "Works" includes documents. The "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

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employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the STATE and all such documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United STATES Copyright Act will be deemed to be "works made for hire." The GRANTEE assigns all right, title, and interest it may have in the works and the documents to the STATE. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE's ownership interest in the works and documents. The STATE grants and conveys to GRANTEE an unlimited and exclusive license in perpetuity to use the works and intellectual property created by GRANTEE in performance of the Contract.

**(b) Obligations**

- (1) **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 Contract, the GRANTEE will immediately give the STATE's Authorized Representative written notice thereof, and must promptly furnish the STATE's Authorized Representative with complete information and/or disclosure thereon.
- (2) **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, and that neither 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 rights of other persons or entities. Notwithstanding Clause 8, 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 or documents infringe 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 or documents 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.

**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.

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**12 Publicity and Endorsement**

- 12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract 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 appropriation must publicly credit the STATE of Minnesota, including on the GRANTEE's website when practicable.
- 12.2 **Endorsement.** The GRANTEE must not claim that the STATE endorses its products or services.

**13 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, 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 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 if the STATE finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The STATE may take action to protect the interests of the STATE of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 **Termination for Insufficient Funding.** The STATE may immediately terminate this grant contract if it does not obtain funding from the Minnesota legislature or other funding source; or funding cannot be continued at a level sufficient to allow for the payment of the services covered here. 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 contract 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.
- 14.4 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, subjecting GRANTEE to liability for all damages incurred by the STATE resulting from such breach.

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**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 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. When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

Organizational conflicts of interest occur when:

- a Grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties.
- a Grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties.
- a Grantee has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

Organizational conflicts include any individual part of the Grantee.

Individual conflicts of interest occur when:

- a Grantee uses his/her status or position to obtain special advantage, benefit, or access to the Grantee's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- a State employee is an employee or board member of a Grantee that is an immediate family member of an owner, employee or board member of the Grantee.

The State and the Grantee must act immediately upon any suggestion, inquiry, or intimation that an individual or organizational conflict of interest exists at any point in the grant process. Steps must be taken to identify and avoid or mitigate any potential conflicts. The conflict of interest guidelines continue throughout the life of the grant agreement.

The GRANTEE must complete and submit a Conflict of Interest Disclosure Form (See Exhibit 4, Section 2) "Additional Terms and Conditions), indicating whether or not a perceived, potential, or actual conflict of interest exists. If the GRANTEE identifies an actual, potential or perceived conflict of interest on the form, the GRANTEE must identify and submit its conflict of interest avoidance or mitigation plan. The STATE will review the form and the GRANTEE's individual or organizational conflict of interest avoidance or mitigation plan and other relevant facts, if needed, to determine if an actual, potential or perceived conflict of interest exists, as defined by policy or other relevant law. If it does, the STATE will pursue appropriate actions to mitigate, neutralize, or avoid the potential, perceived or actual individual or organizational conflicts of interest. These may include, but not be

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limited to, termination of the grant agreement; disqualification from future State grant awards, if it is determined that it improperly failed to disclose a known individual or organizational conflict of interest or misrepresented information regarding such conflict; revising the GRANTEE's duties so that the conflict is mitigated; allowing the GRANTEE to propose the exclusion of task areas that create a conflict, if appropriate; allowing the individual with the conflict to be removed from taking any actions in relation to the grant agreement.

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

Other Requirements

**17 Duties and Payments**

The STATE **shall not reimburse** GRANTEE for payments or liabilities to the Unemployment Compensation Fund incurred as a reimbursing employer after termination of GRANTEE's participation in programs for any liability accrued thereunder before or after the effective date of this grant agreement.

**18 Purchase of Furniture and Equipment**

Any purchase of non-expendable personal property that has a useful life of more than one year with a unit cost of \$5,000 or more must be determined necessary to meet their work plan objectives, reasonable, and have prior written approval of the STATE before purchase.

**19 Repayment of Funds**

The STATE reserves the right to offset any over-payment or disallowance of any item or items under this grant contract by reducing future payments requested by GRANTEE.

**20 Reporting Requirements**

- (a) Expenditure and program income including any profit earned must be reported on an accrual basis.
- (b) Progress Reports to be submitted quarterly and include reporting on outcomes.
- (c) Financial Reports to be submitted monthly (See Exhibit 4, Section (2, "Additional Terms and Conditions").
- (d) Use of the Management Information System (See Clause 29, "Management Information System").
- (e) Information as may be deemed necessary to complete the Annual Report to the U.S. Department of Labor as described in the Act, Section 136(d) (1), (2).
- (f) Special reports as requested.

GRANTEE shall also make such reports to the Secretary of Labor, the Comptroller General of the United States, and others as applicable.

**21 Monitoring and Corrective Action**

GRANTEE agrees to permit monitoring by the STATE to determine grant contract performance and compliance with grant contract provisions. GRANTEE further agrees to cooperate with the STATE in performing and completing such monitoring activities and GRANTEE agrees to implement and



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comply with such remedial action as is proposed by the STATE. GRANTEE must provide any financial records, timesheets, or other supporting documentation, upon the request of the STATE.

**22 The Minnesota Human Rights Act**

The GRANTEE agrees to comply with the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A, which prohibits discrimination based on race, color, creed, religion, national origin, sex, marital status, sexual orientation, status with regard to public assistance, disability, citizenship, or age.

**23 Accessible Technology Bill**

The GRANTEE will follow the requirements of Section 508 standards and Web Content Accessibility Guidelines 2.0 (WCAG2.0) to develop and maintain accessible information and telecommunications technology systems and services (HF 1744/SF 1600).

**24 Affirmative Action (if applicable)**

GRANTEE certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36.

**25 Sectarian Activities**

GRANTEE agrees that program participants shall not be employed in the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. GRANTEE further agrees that no direct financial assistance shall be expended for inherently religious activities, such as, sectarian worship, instruction or proselytization.

**26 Drug Free Workplace**

GRANTEE agrees to make a good faith effort to maintain a drug free workplace through implementation of the Drug-Free Workplace Act of 1988 (Public Law 100-690).

**27 Right-to-Know**

The GRANTEE will comply with the Minnesota Right-to-Know Act of 1983 (Minnesota Rules Chapter 5206).

**28 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](http://www.minnesotaworks.net) as soon as it occurs.

**29 Management Information System**

All GRANTEES receiving funds under this grant contract will track participants with the Workforce One (WF1) Case Management System and/or other agreed upon case management system. Data must be submitted per the standards and time frames agreed to by the STATE. The STATE shall withhold funding if data compliance requirements are not met in a complete, accurate and timely manner.

**30 Voter Registration**

GRANTEE shall provide non-partisan voter registration services and assistance, using forms provided by the Secretary of STATE, to employees of GRANTEE, program participants and the public as required by Minnesota Statute § 201.162.

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**31 Debarment and Suspension Certification**

The GRANTEE agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement 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.

**32 Lobbying Certification and Disclosure (If applicable)**

The GRANTEE shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the GRANTEE to certify as to their lobbying activity. The Interim Final Rule implements Section 319 of Public Law 101-121, which generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.

**33 Operating Procedures/Policies**

The GRANTEE hereby acknowledges that it has read and understands the federal regulations located at: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The GRANTEE further acknowledges that its supervisory personnel to be involved in the administration of the grant contract have read and understand said regulations. The GRANTEE agrees to comply with the contents of the aforementioned regulations.

**34 Interest/Program Income**

The GRANTEE shall be responsible for establishing and maintaining records identifying interest and/or investment income earned on advances of program funds. Income so earned shall be added to the existing funding of this grant contract and may be used for any allowable grant expenditure.

**35 Grant Contract Closeout**

The GRANTEE agrees to submit a final Reimbursement Payment Request (RPR) at the end of the grant. The GRANTEE also agrees to submit a payment for the balance of any unspent and unobligated grant funds to the STATE within 45 days after the end of the term of Grant Contract. Accompanying the final RPR shall be a listing of any continuing liabilities on the grant, if applicable. Failure to submit a final RPR within this period may result in disallowance of payment for any expenditure not previously submitted. The GRANTEE agrees to submit a revised final RPR to the STATE if any additional funds must be returned to the STATE after grant contract closeout.

**36 Assurances**

The GRANTEE must adhere to:

36.1 **Nondiscrimination.** Title II (STATE and Local Governments) Americans with Disabilities Act (ADA) - Prohibits qualified individuals with disabilities from discrimination in services, programs, and activities.

36.2 **Nondiscrimination.** Title 29 CFR Part 31 - Nondiscrimination in federally-assisted programs of the Department of Labor, effectuation of Title VI of the Civil Rights Act of 1964.

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SIGNATURES

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05*

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

Title: \_\_\_\_\_

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

**3. AGENCY**

**Minnesota Dept. of Employment and Economic Development**

By: \_\_\_\_\_  
*(Delegated authority)*

Title: \_\_\_\_\_

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

SWIFT Contract No. 118848/PO No. 3000279690/PR 24586

**2. GRANTEE**

**City of St. Paul, Police Department**

*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.*

By: \_\_\_\_\_  
Kathleen A. Wuorinen, Assistant Chief of Police

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

By: \_\_\_\_\_  
Title: Assistant City Attorney

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

By: \_\_\_\_\_  
Title: Director of the Office of Financial Services

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

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

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

By: \_\_\_\_\_  
Title: Director of Human Rights and Equal Economic Opportunity

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