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MINNESOTA DEPARTMENT OF  
**LABOR & INDUSTRY**

*Copy*

(651) 284-5005  
1-800-DIAL-DLI  
TTY: (651) 297-4198

September 23, 2010

Tom Bosman  
City of St Paul Public Works  
891 North Dale Street  
St. Paul, MN 55103

Dear Tom Bosman:

Your Safety Grant application has been reviewed and we have recommended approval of your application to the Assistant Commissioner's Office. However, program resources are insufficient to provide full assistance to all applicants to which the commissioner intends to award grants. Therefore, we are reducing the maximum reimbursement that you requested in your application. Your approved project, for the purposes of this safety grant, is: Steril-Koni wireless column hoist system including installation & training, for a total project cost of \$37,778.00, with a maximum grant award of \$8500.00. I am enclosing two originals of your Safety Grant agreement for your review and signature. If you agree to accept the grant award, please sign your name in box two on page three of both of the originals. **If you do not wish to accept the amount awarded, please contact my office and I will cancel your grant award.**

To expedite the processing of your application, please return both originals of your signed agreement to my office within 7 days of their receipt. Once I receive your signed contract originals, they will be sent to the Assistant Commissioner's Office for approval, and thereby, creating an effective date. You will then have 120 days from that effective date to complete your project.

Please be advised that you **cannot** purchase any equipment or conduct any training prior to the effective date of your contract. Any receipts, invoices or retainers dated prior to the agreement's effective date will not be covered by the grant.

A fully executed contract will be sent to you for your records along with a Certificate of Completion form. After you complete your purchase, project, or conclude your training, submit your request for reimbursement to me according to the instructions on the Certification of Completion Form.

Should you have any questions or concerns, you may contact Ann Kuzj at 651-284-5162, Ann.Kuzj@state.mn.us or toll free at 1-800-731-7232.

Sincerely,

A handwritten signature in black ink that reads "Patricia Todd". The signature is written in a cursive, flowing style.

Patricia Todd  
Workplace Safety Consultation

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## STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Department of Labor and Industry, Occupational Safety and Health Consultation Unit ("State") and City of St Paul Public Works ("Grantee").

### Recitals

1. Under Minn. Stat. § 79.253 the State is empowered to enter into this grant.
2. The State deems the performance of the safety grant project hereunder to be important to the safety of workers.
3. The Grantee represents that it is duly qualified and agrees to implement the project described in this grant contract to the satisfaction of the State.

### Grant Contract

#### 1 Term of Grant Contract

- 1.1 **Contract Effective date:** This Grant Contract shall be effective upon the date that the final required signature is obtained by the State, pursuant to Minn. Stat. § 16C.05, Subd. 2. The Grantee understands that no work relying on this Grant Contract should begin until all required signatures have been obtained and Grantee is notified by the State's Authorized Representative.
- 1.2 **Contract Expiration date:** One Year after the effective date, 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; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

#### 2 Grantee's Duties

- 1.1 The Grantee, who is not a state employee, will: perform and complete the column hoist system, including installation & training, purchase and implementation project activities according to the project description incorporated herein (16) and submitted in the grant application.
- 1.2 **Project Completion Date:** 120 days after the effective date of the contract, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The project completion date can only be extended by request and must be received prior to the original project completion date. Said requests for extension will only be considered when circumstances exist that were not created by the grantee but are preventing the grantee from meeting the project completion date. Said extension(s), however, cannot extend the project completion date beyond the contract expiration date.

#### 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 reimburse project costs under this grant contract as follows:  
**Reimbursement.** The Grantee will be paid up to \$8500.00 per 4.2. Grantee certifies that the dollar for dollar matching requirement for the grant will be met by Grantee. Any cost overruns incurred in the development and implementation of the project shall be the sole responsibility of the recipient.
- 4.2. **Payment**  
**Invoices.** Subject to item 5, "Conditions of Payment", the State will promptly pay the Grantee, after the Grantee presents proof of payment/receipts and the certification of completion form, and the requirements of the project have been met, for the project costs expended and the State's Authorized Representative accepts the expenditures. Proof must be submitted timely and be based on the detailed records maintained of all expenditures related to the project and according to the following schedule:

Proof of payment/receipt(s) upon project completion and certification.

## 5 Conditions of Payment

The project described by the Grantee under this grant contract must be implemented as submitted 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 project grant until State has received a Certification of Completion Form and verified compliance with all requirements for the project. 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 Authorized Representative

The State's Authorized Representative is Patricia Todd, Acting Project Manager, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the project implementation provided under this grant contract. If the project performance is satisfactory, the State's Authorized Representative will certify acceptance on the Certificate of Completion Form submitted by Grantee.

The Grantee's Authorized Representative is Tom Bosman. 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 may neither assign nor transfer any rights or obligations under this grant contract without the prior 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.

7.2 **Amendments.** Any amendment 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 fails to enforce any provision of this grant contract, that failure does not waive the provision or its right to enforce it.

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

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 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.

## 9 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract 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. Grantee agrees to an on-site safety and health consultation by State after the project is complete.

## 10 Government Data Practices

**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 with both it and with Minnesota Rules part 5203.0050, subp 1, as they apply 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 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.