



STATE OF MINNESOTA  
MASTER GRANT CONTRACT AGREEMENT  
State and/or Federal Master Grant Contract Agreement: STPAULPR2026M

This Master Grant Contract Agreement is between the State of Minnesota, acting through its Commissioner of the Department of Employment and Economic Development (DEED), Employment and Training Programs ("State") and St. Paul Parks and Recreation, 25 W. 4th Street #400, St. Paul, MN 55101 ("Grantee").

### Recitals

The State is in need of employment and training related services from the State Employment and Training Programs (ETP) Division for program participants. The Grantee represents that it is duly qualified and agrees to perform all services described in this Master Grant Contract Agreement to the satisfaction of the State.

Under Minn. Stat. §116J.035; the Workforce Investment Act of 1998 (WIA), Public Law 105-220 (20 CFR Parts 660-672 only) as amended; the Workforce Innovation and Opportunity Act (WIOA), signed July 22, 2014, Public Law 113-128; the Older American Community Service Employment Act, Title V of the Older Americans Amendments of 1987, Public Law 100-175 and Public Law 109-365, as amended; Minn. Stat. §116L.20; Youth Employment; Youthbuild, Minn. Stat. §§116L.361, .362, .364 and .365, 116L.366; Minnesota Youth Program, Minn. Stat. §§116L.56 – 116L.561; Youth at Work, Minn. Stat. §116L.562; Rural Career Counseling Coordinators, Minn. Stat. §116L.667; Minnesota Session Laws of 2014, Chapter 239, H.F. 2536, for the Women and High-Wage, High-Demand, Nontraditional Jobs Grant Program; and 116L.96, Minnesota Family Resiliency Partnership, the State is empowered to enter into this Master Grant Contract Agreement.

Minnesota Statute 116J.401 authorizes Minnesota Department of Employment and Economic Development to administer the Workforce Investment Act and Workforce Innovation and Opportunity Act.

This Master Grant Contract Agreement is issued in anticipation of receipt of funds by the State to be used for programs including but not limited to those listed above, and other appropriated funds received from the federal government, state government, or other entities.

This Master Grant Contract Agreement will be supplemented with Project Specific Plans as funding opportunities become available. This Master Grant Contract Agreement is no guarantee of a Project Specific Plan.

### Master Grant Contract Agreement

#### 1 Term of Master Grant Contract Agreement

**1.1 Effective Date.** January 1, 2026, 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 on any Project Specific Plans (PSPs) issued under this Master Grant Contract Agreement until this master 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 master grant contract agreement is fully executed.

## **1.2 Expiration Date.**

- A. December 31, 2030, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- B. The term of work under the Project Specific Plans issued under this Master Grant Contract Agreement may not extend beyond the expiration date of this Master Grant Contract Agreement.

**1.3 Survival of Terms.** The following clauses survive the expiration or cancellation of this Master 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**

**2.1** The Grantee, who is not a state employee, will comply with all applicable state and federal laws and all required grants management policies and procedures set forth through Minn. Stat. 16B.97, Subd. 4(a)(1).

### **2.2 Project Specific Plans.**

Each fully executed Project Specific Plan issued under the authority of this Master Grant Contract Agreement will include an applicable work plan and budget, marked as Attachment "1" Work Plan, and Attachment "2" Budget, to the Project Specific Plan. A sample Project Specific Plan is attached as **Exhibit A**.

The Grantee shall be required to perform any of the services identified in the Project Specific Plans issued under this Master Grant Contract Agreement.

## **3 Time**

The Grantee must comply with all the time requirements described in this Master Grant Contract Agreement. In the performance of this Master 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 Master 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 Master Grant Contract Agreement shall be paid by the State as follows:

**4.1 Compensation.** All services provided by the Grantee under this Master Grant Contract Agreement shall be performed to the State's satisfaction, as determined at the sole discretion of the State and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee shall not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. The State will pay for all services satisfactorily performed by the Grantee under each fully executed Project Specific Plan issued under this Master Grant Contract Agreement.

The work plan and budget will be attached to each Project Specific Plan. The work plan and budget may be modified upon submittal of a modified Project Specific Plan, and written approval by the State. Subsequent

year funding is contingent upon meeting the responsibilities outlined in the work plan, budget, terms and conditions, and/or and legislative action. Release of funding under this Master Grant Contract Agreement to the Grantee is subject to actual receipt of appropriated funds from any source by the State and approval by the State of the Grantee's Project Specific Plan.

No funds shall be expended until the Project Specific Plan has been approved in writing by the State.

Funds available under the Master Grant Contract Agreement are available for the period(s) indicated on the Notice of Grant Action ("NGA") which is attached and incorporated into each Project Specific Plan (see sample in **Exhibit B**). Periods may be shorter than indicated in the term of this Master Grant Contract Agreement above.

If any additional conditions are required based on funding sources, the appropriate conditions shall be attached to or be a part of the relevant Project Specific Plan.

Funds are to be expended in the cost categories and amounts shown in the approved Budget "Attachment 2 to Project Specific Plans," which identifies allowable costs.

The State shall not reimburse the Grantee for any questioned costs determined to be disallowed or an improper payment, as described and defined in 2 CFR §2900.3 Questioned cost and 2 CFR §200.1 Definitions, and any subsequent updates to these guidelines during the period of this Master Grant Contract Agreement. The same is true regarding directives outlined in the Uniform Guidance located in 2 CFR Part 200 (see §§200.402-411 for basic considerations when determining if costs are allowable and §§200.420-476 for information on whether specific cost items are allowable and if so under what circumstances), or as part of the terms and conditions attached to PSPs (if applicable) as dictated by funding sources, State statute, policy, or procedure.

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

**4.3 Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of any Project Specific Plan will not exceed the amount designated in the budget of that Project Specific Plan. The Grantee will not be reimbursed for travel and subsistence 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.

**4.4 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. Requests for payment shall be made by Grantee to the State on the State's "Cash Advance Payment Request" and/or on a "Reimbursement Payment Request." Payments shall be made by the State as soon as practicable after Grantee's presentation of the request for payment. The fact of payment of any item shall not preclude the State from questioning the propriety of any item.
- B. Requests for payment shall be in amounts that minimize the time elapsing between the transfer of funds and disbursements in accordance with state or federal law, rule, statute, and/or policy.

**4.5 Federal Funds.**

- A. When payments associated with a Project Specific Plan derive from federal funding, the Grantee is responsible for compliance with all federal requirements imposed on these funds.
- B. When payments associated with a Project Specific Plan derive from federal funding, the Grantee accepts full financial responsibility for any reimbursement imposed by the Grantee's noncompliance.

**4.6 Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

## **5 Conditions of Payment**

All services provided by the Grantee under this Master 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**

- 6.1** Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- 6.2** 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.
- 6.3** 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.
- 6.4** 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:
  - A. State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
  - B. Metropolitan Council Underutilized Business Program
  - C. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Directory
- 6.5** 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.
- 6.6** 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.
- 6.7** Notwithstanding 6.1-6.4 above, the State may waive bidding process requirements when:
  - A. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
  - B. 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.
- 6.8** The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.

**6.9** 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.

**6.10** When the funding source is from the federal government, the Grantee will follow Procurement Standards as found in 2 CFR §§ 200.317-.327.

**6.11** When the funding source is the State of Minnesota, any grantee that is a municipality must comply with Minn. Stat. § 471.345, Uniform Municipal Contracting Law.

## **7 Authorized Representatives**

**7.1** The State's Authorized Representative is Sarah Saito, Contract and Policy Lead, Employment and Training Programs Division, sarah.saito@state.mn.us, Great Northern Building, 180 E. 5th Street, Suite 1200, St. Paul, MN 55101, 651-259-7546, or her successor, and has delegated responsibility to monitor the Grantee's performance, and the authority to accept the services provided under this Master Grant Contract Agreement to program managers under his/her supervision. The acting Authorized Representative will be identified on each Project Specific Plan. If the services are satisfactory, the State's acting Authorized Representative will certify acceptance of each request for payment.

**7.2** The Grantee's Authorized Representative must be identified on each Project Specific Plan issued under this Master Grant Contract Agreement. The Grantee's Authorized Representative must be identified by the Grantee as having signature authority to enter into a contract with the State. If the Grantee's Authorized Representative changes at any time during this Master Grant Contract Agreement, the Grantee must immediately notify the state.

**7.3** 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 Master Grant Contract Agreement on behalf of the Grantee.

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

**8.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Master 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.

**8.2 Amendments.** Any amendment to this Master 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 Master Grant Contract Agreement or their successors.

**8.3 Waiver.** If the State fails to enforce any provision of this Master Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

**8.4 Master Grant Contract Agreement Complete.** This Master Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Master Grant Contract Agreement, whether written or oral, may be used to bind either party.

## **9 Subcontracting and Subcontract Payment**

**9.1** A subrecipient is a person or entity that has been awarded a portion of the work authorized by a Project Specific Plan by the 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 a Project Specific Plan.

- 9.2 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.
- 9.3 During a Project Specific Plan, 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 the Project Specific Plan.
- 9.4 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 Project Specific Plan.
- 9.5 The Grantee must pay any subrecipient in accordance with [Minnesota Statutes § 16A.1245](#).
- 9.6 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

Parties agree that, except as otherwise expressly provided herein, each party is responsible for its own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of any others and the results thereof. Liability is governed by applicable law. Without limiting the foregoing, liability of DEED and any Contractor that is an office, officer, agency, department, division, or bureau of the State of Minnesota is governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.376, and other applicable law. Without limiting the foregoing, if Contractor is a political subdivision of the State of Minnesota, liability of Contractor is governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law.

## 11 State Audits

Under [Minnesota Statutes § 16B.98, Subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this Master 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 Master 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

- 12.1 **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 Master Grant Contract Agreement. 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.

**12.2 Intellectual Property Rights.** The Grantee represents and warrants that Grantee’s intellectual property used in the performance of this Grant Agreement does not and will not infringe upon any intellectual property rights of other persons or entities. The Grantee must, at DEED’s discretion, either procure for DEED the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of DEED will be in addition to and not exclusive of other remedies provided by law.

**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 Master Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**15 Termination**

**15.1 Termination by the State.**

**A. Without Cause.** The State may terminate this Master 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 Master 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.

**15.2 Termination by the Commissioner of Administration.**

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

**15.3 Termination for Insufficient Funding.**

The State may immediately terminate this Master Grant Contract Agreement if it does not obtain funding from the Minnesota Legislature, 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 Master 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 Master 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 Master 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 Master Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Master 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.

#### **15.4 In the Event of Termination.**

In the event of any termination under this provision, the Grantee shall cooperate fully with the State and help facilitate any transition to a different grantee. Failure to cooperate with or withholding any information or records requested by the State or a different grantee that impairs in any way the transition 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.

#### **15.5 Termination of Individual Project Specific Plans.**

The State reserves the right to immediately terminate, with or without cause, each Project Specific Plan (PSP) issued under the authority of the Master Grant Contract Agreement. Termination of a PSP will not alter the terms and conditions of any other PSP.

#### **15.6 Termination for Criminal Conviction**

As required by Minn. Stat. § 16B.991, subd. 1, the Grant Agreement will immediately be terminated if the recipient is convicted of a criminal offense relating to a state grant agreement.

### **16 Publicity and Endorsement**

**16.1 Publicity.** Any publicity pertaining to the services resulting from this Master 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.

### **Other Provisions**

**18 Limits to Reimbursement.** The State shall not reimburse Grantee for payments or liabilities to the Unemployment Compensation Fund the Grantee incurred as a reimbursing employer after termination of Grantee's participation in programs, or for any liability accrued thereunder before the effective date of this Master Grant Contract Agreement.

### **19 Special Administrative Provisions Required**

Grantee agrees to administer programs according to the regulations and guidelines related to the funding source, including the State's employment and training (ETP) Policies. Grantee also agrees to comply with other

applicable Federal and State laws. In the event that these laws, regulations, or guidelines are amended at any time during the term of this Master Grant Contract Agreement, the Grantee shall comply with such amended laws, regulations, or guidelines.

- 19.1 **Program Standards.** Grantee agrees to comply with Uniform Guidance 2 CFR Part 200, as it relates to the utilization of funds, the operation of programs, and the maintenance of records, books, accounts, and other documents as amended. Under Uniform Guidance 2 CFR Part 200, common or joint costs charged to grants must be based upon written cost allocation plans.
- 19.2 **Salary and Bonus Limitations.** In compliance with Public Law 109-234, Sec. 7013 none of the funds appropriated in Public Law 109-149 or prior programs under the heading “Employment and Training,” whether federal funds or otherwise, that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of (federal) Executive Level II ([www.opm.gov](http://www.opm.gov)), except as provided for under Section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in 2 CFR Part 200.331.
- 19.3 **Assurances.** As a condition for receiving financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, or any other State Workforce Development Employment and Training funds, the Grantee assures that it can and will fully comply with the nondiscrimination and equal opportunity provisions, of the following laws for the duration of the award. Furthermore, the Grantee understands that the United States Department of Labor may seek judicial enforcement of these assurances.
- **ACORN** – Funds may not be provided to the Association of Community Organizations for Reform Now, or any of its affiliates, subsidiaries, allied organizations or successors;
  - **Audits** – 2 CFR 200.501 and Single Audit Act Amendments of 1996 – Organization-wide or program-specific audits shall be performed;
  - **Buy American** – Buy American Act – Award may not be expended unless the funds comply with USC 41, Chapter 8301-8305;
  - **Data Sharing** – MN Government Data Practices Act, MN Duties of Responsible Authority, MN Administrative Rules Data Practices, DEED Policy – Data Practices;
  - **Equal Opportunity** – Age Discrimination Act of 1975, as amended – Prohibits discrimination on the basis of age.
  - **Equal Opportunity** - Disability – Section 503, Section 504, and Section 508 of the Rehabilitation Act of 1973, as amended and Title I and II of the Americans with Disabilities Act of 1990 as amended;
  - **Equal Opportunity** – Executive Order 13160 – Nondiscrimination on the basis of race, sex, color, national origin, disability, religion, age, sexual orientation, and status as a parent in federally conducted education and training programs;
  - **Equal Opportunity** – Executive Order 13279 , as amended by Executive Order 13559 and Executive Order 13831 - Nondiscrimination against grant-seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants, contracts, and loans.
  - **Equal Opportunity** – Minnesota Human Rights Act of 1973, Minnesota Statutes, Chapter 363A – Prohibits discrimination and harassment in employment and providing public services based on race, color, creed, religion, national origin (includes limited English proficiency), sex, disability, status with regard to public assistance, sexual orientation, gender identity, and citizenship. Also prohibits discrimination in employment based on marital or familial status, age, and local human rights commission activity.

- **Equal Opportunity** – Section 188 of the Workforce Innovation and Opportunity Act , 29 CFR 38 (WIOA) Prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (includes limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship or participation in any WIOA Title I-financially assisted program or activity;
- **Equal Opportunity** – Title V of the Older Americans Act of 1965, as amended – Prohibits discrimination based on race, color, religion, sex, national original, age, disability, or political affiliation or beliefs in any program funded in part with Senior Community Services Employment Program funds;
- **Equal Opportunity** – Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the bases of race, color, and national origin;
- **Equal Opportunity**– Title VII of the Civil Rights Act of 1964, as amended – Prohibits discrimination on the basis of race, color, religion, sex or national origin in employment; Also includes the Pregnant Workers Fairness Act (PWFA) that requires reasonable accommodations for qualified applicants or employees who have known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions;
- **Equal Opportunity** – Title IX of the Education Amendments of 1972, as amended – Prohibits discrimination on the basis of sex in educational programs.
- **Equal Opportunity** – Chapter 239 of Laws of Minnesota 2014. Including requirements concerning, pregnancy and parenting leave, sick leave, pregnancy accommodation, wage disclosure protection, and nursing mothers;
- **Equipment** – 2 CFR 200. 313, 200.439 – Must receive prior approval for the purchase of any equipment with a per unit acquisition cost of \$5,000 or more, and a useful life of more than one year;
- **Fire Safety** – 15 USC 2225a – Ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (Public Law 101-391);
- **Fraud/Abuse** – That the provider has policies on fraud and abuse and will contact DEED for potential fraud and abuse issues; 20 CFR 683.620; DEED Policy – Fraud Prevention and Abuse;
- **Health Benefits** – Public Law 113-235, Division G, Sections 506 and 507 – Ensure use of funds for health benefits coverage complies with the Consolidated and Further Continuing Appropriations Act, 2015;
- **Insurance** – That insurance coverage be provided for injuries suffered by participants in work-related activities where Minnesota's workers' compensation law is not applicable as required under Regulations 20 CFR 683.280;
- **Insurance** – Flood Disaster Protection Act of 1973 – Provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification;
- **Personally Identifiable Information (PII)** – Training and Guidance Letter 39-11 – Must recognize and safeguard PII except where disclosure is allowed by prior written approval of the Grant Officer or by court order;
- **Publicity** – Public Law 89-797, Title VII, Section. 701 – No funds shall be used for publicity or propaganda purposes, preparation or distribution or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to support or defeat legislation pending before the Congress or any state/local legislature or legislative body, except in presentation to the Congress or any state/local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations

regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government;

- **Text Messaging** – Executive Order 13513 – Encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles while driving when on official Government business or when performing any work for or on behalf of the Government;
- **Trafficking of Persons** – 2 CFR 175.105 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – May not engage in severe forms of trafficking, procure a commercial sex act, or use forced labor in the performance of the award or subawards under the award;
- **Veteran Priority of Service** – Public Law 107-288: Jobs for Veterans Act – Priority of service for veterans (including veterans, eligible spouses, widows, and widowers of service members) in qualified job training programs;
- **Veterans** – Public Law 112-56: Vow to Hire Heroes Act of 2011 – Establishes guidelines for service providers who are providing employment, training, academic, or rehabilitation services for military veterans;
- **Veterans** – That veterans will be afforded employment and training activities authorized in WIA and WIOA Section 134, and the activities authorized in Chapters 41 and 42 of Title 38 US code, and in compliance with the veterans' priority established in the Jobs for Veterans Act. (38 USC 4215), U.S. Department of Labor, Training and Employment Guidance Letter 10-09 and Minnesota's Executive Order 06-02;
- **Voter Registration** – That the required voter registration procedures described in Minnesota Statutes 201.162 are enacted without the use of federal funds;
- **Voter Registration** – 52 USC 20501 – 20511 – National Voter Registration Act of 1993.

## 20 Relocation Assistance

Grantee agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.

## 21 Conflict 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 Grants Management Policies, Statutes, and Forms / Minnesota.gov (mn.gov). 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 Master Grant Contract Agreement, they must immediately notify the State's Authorized Representative and take appropriate steps as directed by the State.

The Grantee must complete a Conflict-of-Interest Disclosure Form. The State reserves the right to audit Grantees for compliance with this requirement.

## 22 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.

**23 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, Section 5301).

**24 Right-to-Know**

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

**25 Debarment and Suspension**

The Grantee must not contract with vendors who are suspended or debarred as described in Minnesota Rules Part 1230.1150, Subpart 2, Item B, Subitem (1): "Any vendor debarred by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, is automatically debarred by the division under the same terms and limits of the original debarment." Information about vendors debarred by the state of Minnesota may be found at <https://mn.gov/admin/osp/government/suspended-debarred/>.

Debarment and Suspension (Executive Order 12549) – A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Order, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**26 Lobbying Certification and Disclosure**

Grantee shall comply with Interim Final Rule, New Restrictions on Lobbying, found in 49 CFR, Part 20 – New Restrictions on Lobbying, 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 1352 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.

**27 Operating Procedures/Policies**

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. Grantee further acknowledges that its supervisory personnel to be involved in the administration of the Master Grant Contract Agreement have read and understand said regulations. Grantee agrees to comply with the contents of the aforementioned regulations.

**28 Repayment of Funds**

The State reserves the right to offset any over-payment or disallowance of any item or items under this Master Grant Contract Agreement by reducing future payments requested by Grantee or to require a refund from Grantee.

**29 Grantee Reports**

Grantee agrees to provide the State with such progress reports, including, but not limited to, the following:

- 29.1 Expenditure and program income, including any profit earned, must be reported on an accrual basis.
- 29.2 Required Quarterly Program and Quarterly Narrative Reports as specified by federal or state law, statute, or rule.
- 29.3 Monthly Financial Status Reports (FSRs) or Reimbursement Payment Requests (RPRs) by the 20th of each month reporting expenditures for the previous month.
- 29.4 Information as may be deemed necessary to complete the Annual Report to the U.S. Department of Labor as described in the Workforce Investment Act, Section 136(d) (1),(2).
- 29.5 Special reports as requested.
- 29.6 Use of the Management Information System (as described in 29 below).
- 29.7 Grantee shall also make such reports to the Governor, the Legislature, the Secretary of Labor, the Comptroller General of the United States, other Federal Entities, or the State as any of them may require.

The State shall withhold funding if reporting requirements are not met in a complete, accurate, and timely manner.

### **30 Management Information System**

All Grantees must track participants and financial information using an approved management information system. Workforce One (WF1) is DEED's customary Case Management System and data must be submitted per the standards and time frames stipulated by the State. Grantees receiving funds under the Senior Community Service Employment Program will track participants with the "Grantee Performance Management System" (GPMS system), or its successor. The State shall withhold funding if data compliance requirements are not met in a complete, accurate, and timely manner.

### **31 Monitoring and Corrective Action**

Grantee agrees to permit monitoring by the State to determine Master Grant Contract Agreement performance and compliance with Master Grant Contract Agreement provisions. Grantee further agrees to cooperate with the State in performing and completing such monitoring activities and Grantee agrees to implement and comply with such remedial action as is proposed by the State.

### **32 Record Retention**

Grantee 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 Statutes beyond the termination date of this Master Grant Contract Agreement.

### **33 Project Specific Plan Closeout**

Grantee agrees to submit a final Financial Status Report (FSR) if they are on cash advance; or, a final Reimbursement Payment Request (RPR), if they are on a reimbursement basis. 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 Master Grant Contract Agreement or the Project Specific Plan. Accompanying the final FSR or the final RPR shall be a listing of any continuing liabilities on the grant, if applicable. Failure to submit a final FSR or 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 FSR or a revised RPR to the State if any additional funds must be returned to the State after closeout of PSPs associated with this Master Grant Contract Agreement.

**34 Payment Recoupment**

Grantee must reimburse the State upon demand or the State may deduct future payments or reimbursements associated with PSPs executed under this Master Grant Contract Agreement in the following situations:

- 31.1 Any amounts received by the Grantee from the State for services which have been inaccurately reported or are found to be unsubstantiated;
- 31.2 Any amounts paid by the Grantee to a subgrantee not authorized in writing by the State;
- 31.3 Any amounts paid by the Grantee for services which either duplicate services covered by other specific grants or contracts, or amounts determined by the State as non-allowable under the Project Specific Plan;
- 31.4 Any amounts paid by the State for which the Grantee's books, records and other documents are not sufficient to clearly substantiate that those amounts were used by the Grantee to perform services in accordance with the Project Specific Plan; and
- 31.5 Any amount identified as a financial audit exception.

**35 Interest/Program Income** 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 Project Specific Plans issued under this Master Grant Contract Agreement and may be used for any allowable grant expenditure.

**36 Job Listing Agreements**

Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with DEED workforce center if it receives \$200,000 or more a year in grants from DEED. 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) or subsequent site as soon as it occurs.

**1. GRANTEE**

**St. Paul Parks and Recreation**

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

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

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

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

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

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

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

**2. STATE AGENCY**

**Minnesota Department of Employment and Economic Development (DEED)**

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

(with delegated authority)

Name/Title: Dr. Ama E. Akakpo/ Director of Employment & Training Programs or Mike Lang /Director of Workforce Strategies and Innovation

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

EXHIBIT A  
 STATE OF MINNESOTA  
**PROJECT SPECIFIC PLAN (PSP)**  
 ORIGINAL

Master Contract Number:  
 Term of Master Contract:  
 Master SWIFT Contract Number:  
 Grant ID Number:

GRANTOR / STATE	GRANTEE
Employment and Training Programs Division MN Department of Employment and Economic Development 180 E. 5 <sup>th</sup> Street, Suite 1200 St. Paul, MN 55101	[Organization Legal Name] [Street Address] [City, State, Zip]
GRANT MANAGER CONTACT	GRANTEE CONTACT
Name and Title: Phone: Email:	Name and Title: Phone: Email:

**Required Attachments:** Attachment 1: Work Plan  
 Attachment 2: Budget  
 Attachment 3: Terms and Conditions

**COMPLETED BY DEED:**

<b>Program Name:</b>			
<b>Start Date<sup>1</sup>:</b>	Date all parties sign	<b>SWIFT Contract Number:</b>	
<b>Execution Date<sup>2</sup>:</b>		<b>SWIFT PO Number:</b>	
<b>End Date:</b>		<b>SWIFT Vendor Number + Location:</b>	
<b>Amount:</b>		<b>Procure-It Number:</b>	
<b>Match / Leverage Required:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>NGA Number:</b>	
<b>AFS Signature:</b>		<b>Encumbrance Date:</b>	

**SUBMITTED BY GRANTEE:**

I certify that the information contained in the attached Work Plan and Budget, labeled Attachment 1 and Attachment 2, respectively, is true and accurate to the best of my knowledge and I agree that this PSP is subject to all provisions of the Master Grant Contract Agreement which is incorporated by reference. I further certify that I am authorized to submit this PSP on behalf of the Grantee.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name and Title of Grantee's Authorized Representative:**

**APPROVED BY (GRANTOR / STATE)**

I have reviewed and approved the attached PSP which is referenced in and incorporated as an amendment to the Master Grant Contract Agreement indicated herein.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name and Title of State's Authorized Representative:** Ama E. Akakpo, Director, Employment and Training Programs Division

<sup>1</sup> Or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later.

<sup>2</sup> Start and execution date are the same in the first year of the biennium; start date may precede execution date in the second year of the same.

Indirect Cost Rate  
FSR/CAPR OR RPR

NGA # 25XX

**SAMPLE**  
**Notice of Grant Action (NGA)**

Minnesota Department of Employment and Economic Development  
Master Grant Agreement #XXXXXXXXXM  
Effective Master Grant Agreement Date: XXXX XX, 20XX- XXXX XX, 20XX  
SC #XXXXXX  
Unique Entity ID #: XXXXXXXXXXXXX

GRANTEE:

**GRANTOR-STATE:** MN Dept of Employment and Economic Development  
Employment & Training Programs (ETP) Division  
Great Northern Building  
180 E. 5th St., Suite 1200  
Saint Paul, MN 55101

**FUNDING SUMMARY**

1	2	3	4	5	6	7	8	9	10	DEED USE	
Title ID/Name	Performance Period	Grant ID #	Prior Level	Obligation with this Action	New Level	Total Award/Amount	CFDA #	CFDA Name	NGA #	SWIFT P.O. #	SWIFT Contract ID
<u>FEDERAL</u>											
<u>STATE</u>											
<b>TOTAL</b>				\$0.00	\$0.00	\$0.00					

APPROVED BY:

Jill Roberts, Director  
Employment & Training Programs (ETP) Division

DATE ISSUED:

The approved Project Specific Plan, along with this NGA, and attached workplan and budget are releasing funding under the XXXXXXXXXXXM State/Federal Master Grant Agreement with DEED.

See Attachment 3 for DEED's Contacts and Additional Terms and Conditions.

FSR = Financial Status Report/ CAPR = Cash Advance Payment Request

For questions, contact Jill Roberts at jill.roberts@state.mn.us

# Required Forms

## **CERTIFICATE REGARDING LOBBYING**

Certificate for Contracts, Grants, Loans, and Cooperative agreements over \$100,000 per [2 CFR 200.450 Lobbying](#).

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Program/Title

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Contract Number

---

Subrecipient/Contractor Organization (Agency)

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Signature of Certifying Official

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Date

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**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary  
Exclusion Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Orders 12549 and 12689, [2 CFR part 180](#), Suspension and debarment.

**(BEFORE COMPLETING CERTIFICATION, READ THE ATTACHED REQUIREMENTS)**

1. The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 

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Subrecipient/Contractor Organization (Agency)

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Name and Title of Authorized Representative

---

Signature

Date

## Certification Requirements

1. By signing and submitting this proposal, the prospective recipient of Federal admittance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**Instructions:** Please return your completed form as part of the Response submittal.

## Conflict of Interest Disclosure Form

This form gives applicants and grantees an opportunity to disclose any actual or potential conflicts of interest that may exist when receiving a grant. It is the applicant/grantee's obligation to be familiar with the Office of Grants Management (OGM) [Policy 08-01: Grants Conflict of Interest](#) (Current Policies tab) and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

- I or my grant organization do NOT have an ACTUAL or POTENTIAL conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

- I or my grant organization have an ACTUAL or POTENTIAL conflict of interest. (*Please describe below*):

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Name:

Signature:

Organization:

Date: