PUBLIC SAFETY COMMITTEE

13-0328R

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE MINNESOTA DEPARTMENT OF COMMERCE IN THE AMOUNT OF $171,790 FOR AN AUTO THEFT INVESTIGATOR.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to accept a grant from the state of Minnesota department of commerce, in the amount of $171,790, such funds to be used to employ an auto theft investigator within the Duluth police department, and to execute a grant agreement, substantially the same as that on file in the office of the city clerk as Public Document No. _____, funds to be deposited in fund number 215-200-2266-4220-02 (Duluth Police Grant Fund, Police Department, Minnesota Auto Theft Grant, State of MN Operating).

Approved:

Department Director

Approved for presentation to council:

Chief Administrative Officer

Approved as to form:

Attorney

Approved:

Auditor

DPD/ATTY TLL:db 06/17/2013

STATEMENT OF PURPOSE: This resolution authorizes the proper city officials to accept a grant from the Minnesota Department of Commerce in the amount of $171,790. This is a two-year renewal of a grant to support the Auto Theft Prevention Project. This is an increase of $20,140 over the last two-year award. The grant monies will be applied toward the salary of an auto theft investigator within the Duluth police department. The grant period is July 1, 2013 through June 30, 2015.

ORIGINAL

STATE OF MINNESOTA
GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Commissioner of Commerce ("State") and Duluth Police Department, 2030 N. Arlington Ave, Duluth MN 55811 ("Grantee").

Recitals

1. Under Minn. Stat. § 299A.01 and § 65B.84, the State is empowered to enter into this grant.
2. The State is in need of projects to reduce the incidence of automobile theft, and has made grant awards pursuant to its Request for Proposals.
3. 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 Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 ***Effective date***: July 1, 2013, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
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***: June 30, 2015, 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 ***Activities***. The Grantee, who is not a state employee, will perform project activities in accordance with the specified tasks and line-item budget approved by the State, which is attached and incorporated into this contract as Exhibit A.

2.2 ***Reporting Requirements***. Grantee shall report to the State as specified in the Grant Manual of the Office of Justice Program, which is posted online at https://dps.mn.gov/divisions/ojp/grants/Documents/Grant_Manual.pdf and is incorporated by reference into this grant contract.

(1) ***Financial Reporting***. Grantee shall submit a financial reporting form to the State's Authorized Representative utilizing the format identified by the State within 30 days after the end of the reporting period.

(2) ***Progress Reporting***. Grantee shall use forms prescribed by the State to submit a quarterly progress detailing progress achieved towards the accomplishment of the program goals and objectives within 30 days after the end of the reporting period.

(3) ***Other Requirements***. Grantee shall submit such other reports and attend meetings and training as State shall reasonably request.

(4) ***Evaluation***. The State shall have the authority, during the course of this grant period, to conduct evaluations of the performance of the Grantee.

(5) ***Requirement Changes***. The State may modify or change all reporting forms at its discretion during the grant period.

(6) ***Special Requirements.*** The State reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

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 performed by the Grantee under this grant contract as follows:

(a)Compensation. The Grantee will be reimbursed for activities and budget amounts according to the line-item budget approved by the state in Exhibit A:

(1) $85,895.00 is available for fiscal year 2014

(2) $85,895.00 is available for fiscal year 2015

Grant funds available for one fiscal year cannot be carried forward into another fiscal year.

(b)Line-item Changes. Expenditures specified in Exhibit A,may not be moved from one line-item to another unless in accordance with the requirements listed below:

(1) Any changes to the line-item budget must advance the purpose of the Automobile Theft Prevention Grant Program and must remain within the total dollar amount available for each fiscal year.

(2) Any fund transfers which exceed an annual amount of $10,000 must be approved in advance by the State's Authorized Representative, and will not be effective until an amendment to this Agreement has been executed.

(3) Total annual transfers of more than ten (10) percent of the amount from one line-item to another line-item must be approved in advance by the State's Authorized Representative, and will not be effective until an amendment to this Agreement has been executed.

(4) Total annual transfers of ten (10) percent or less of the amount from one line-item to another line-item, and which do not exceed an annual amount of $10,000, are permitted without the approval of the State's Authorized Representative. Transfers to a newly created line-item are not permitted. At least ten business days prior to any transfer made under this clause, the Grantee must inform the State's Authorized Representative in writing of the specific changes to be made.

(5) The State may refer approval requests for line-item transfer(s) to the Automobile Theft Prevention Advisory Board to review for reasonableness.

(c)Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the amount identified and approved for travel in Exhibit A; provided that 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 (MMB). 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.

(d)Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed $171,790.00.

4.2. ***Payment***

(a) Invoices. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely upon completion of services, and according to the following schedule:

i. Itemized invoices must be submitted at least quarterly, but not more often than monthly, and within 30 days of the period covered by the invoice for services satisfactorily performed.

ii. Expenditures for each state fiscal year of this grant contract must be for services performed within the applicable state fiscal year. Every state fiscal year begins on July 1 and ends on June 30.

iii. The final invoice pertaining to each state fiscal year of this grant contract must be received the close of each fiscal year (July 31 of that calendar year). Any expenditure not properly invoiced by the Grantee and submitted to the State by the close of each fiscal year will not be reimbursed by the State. All unused grant funds for each fiscal year shall be credited to the State at the close of each fiscal year.

(b) ***Federal funds.*** (Where applicable, if blank this section does not apply) Payments under this grant contract will be made from federal funds obtained by the State through Title _____ CFDA number _____ of the _____ Act of _____. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

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 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 Brandon Johnson, Grant Manager, 85-7th Place E, St. Paul, MN, 651-297-7058, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Don Ness, Mayor, 411 W. 1st Street, Duluth MN 218-730-5317. 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, approved by the same parties who executed and approved this grant contract, or their successors in office.

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 fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's 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. §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 agreement 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 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.

10 Government Data Practices and Intellectual Property

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 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.

10.2. ***Intellectual Property Rights.*** Grantee represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at 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 materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in Grantee's or the State's opinion is likely to arise, Grantee shall, at the State's discretion, either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to 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.

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.

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:

a) It does not obtain funding from the Minnesota Legislature; or

b) If funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

c) Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the 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.

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.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Jennifer Hartman

Date: 6/4/13

SWIFT Contract/PO No(s). 63254

Future Fiscal year obligations

2. GRANTEE

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: _____

Title: Mayor

Date: _____

Attest:

By: _____

Title: City Clerk

Date: _____

Countersigned:

_____

City Auditor

Approved as to form:

_____

City Attorney

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

Distribution:

Agency
Grantee
State's Authorized Representative - Photo Copy

EXHIBIT A

DULUTH PD			
	Approved 2014	Approved 2015	Total Approved
Personnel			
Auto theft investigator (2 yrs)	$ 85,895.00	$ 85,895.00	$ 171,790.00
			$
Training			$
IAATI - air, hotel, per diem (5 days; 2 yrs)		$ -	$
			-
Program Expenses			$ -
IAATI Membership	$ -		$ -
Total	$ 85,895.00	$ 85,895.00	$ 171,790.00