February 21, 2023

**Grant Award Notification**

## GRANTEE INFORMATION

Organization Name Official with Authority Name/Title

Address City/State/Zip (including 4 digits) Phone/Email

## GRANTEE PROJECT STAFF

Program Contact Name Phone/Email

Business Manager/Accountant Name Phone/Email

## GRANT PROJECT TITLE

Minnesota State Parks and Trails Transportation Grants

## FUNDING/ENCUMBRANCE INFORMATION

*To be completed by DNR Staff if grantee is awarded.*

| **STATE FISCAL YEAR** | **FY24** |  |
| --- | --- | --- |
| Fund | 2303 |  |
| FinDeptID | R29347B2 |  |
| AppropID | R294K22 |  |
| Account |  |  |
| Source |  |  |
| Amount(*should equal total award)* | $ | $ |

SWIFT Contract Number:

SWIFT Vendor Number:

Purchase Order Number:

Funding Source/Legislative Authority: Legacy

## AWARD PERIOD

Start Date

End Date June 30, 2024

ORIGINAL AWARD AMOUNT

State Authorized Representative Eric Pelto, contact info

# Terms of Acceptance

This grant award notification is made with respect to the terms and conditions of the application materials for the identified grant project under which the grantee has an approved application and has agreed to the assurances, which are incorporated by reference herein. These materials are referred to as the "Application" throughout this Grant Award Notification (GAN). By accepting this award the grantee agrees to comply with all provisions of the award including all assurances and certifications made in the Application and all applicable state or federal statutes, regulations and guidelines. The grantee agrees to administer the program in accordance with the approved Application, budget, timelines, and other supplemental information submitted in support of the approved Application. All terms not defined below are as set forth in the Application.

# Grant overview and funding purpose:

The Minnesota Department of Natural Resources (DNR), Division of Parks and Trails, is currently accepting applicants for participating schools, youth groups, and community organization to receive funding to pay for bussing (transportation expenses) to Minnesota State Parks to attend organized interpretive programs. Minnesota State Park Interpretive Programs provide educational opportunities to explore Minnesota’s rich cultural and natural history. Programs must be attended prior to June 30th, 2024.

# Reporting Requirements:

The grantee must submit a final report and copy of their paid invoice/receipt for transportation expenses following their trip to a Minnesota State Park. A reporting document to be filled out will be provided by the DNR.

# Payment conditions and instructions:

All services provided by the Grantee under this 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.

The State will promptly pay the grantee after the grantee presents their paid invoice/receipt for transportation expenses following their trip to a Minnesota State Park and the State's Authorized Representative accepts the invoiced services. The grantee must submit the invoice and receipt in the manner directed by the state upon completion of services.

# Monitoring and Financial Reconciliation

Grantee will comply with [State Grant Monitoring Policy](https://mn.gov/admin/assets/grants_policy_08-10.pdf_tcm36-207117.pdf) and cooperate with Minnesota Department of Natural Resources for required **monitoring visit**(s) and shall comply with Minnesota Department of Natural Resources request for supporting documentation for financial reconciliation and other information, before, during and/or after the visit(s).

### Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](https://www.revisor.mn.gov/statutes/cite/471.345), grantees that are municipalities as defined in Subd. 1 must follow the law.

The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

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:

1. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](http://www.mmd.admin.state.mn.us/process/search/)
2. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](https://mcub.metc.state.mn.us/)
3. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](https://cert.smwbe.com/)

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.

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/sole source bid, if applicable.

# 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.

**Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract.  Insurance **minimum** limits are as follows:

$2,000,000 – per occurrence

$2,000,000 – annual aggregate

$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

# Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](https://www.revisor.leg.state.mn.us/statutes/?id=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.

# State Audits

Under [Minn.Stat.§16B.98](https://www.revisor.mn.gov/statutes/?id=16B.98), Subd. 8, the grantee’s books, records, document, and accounting procedures and practices relevant to this grant are subject to examination by the Commissioner of Administration, the state granting agency and/or the state auditor or legislative auditor, as appropriate, for a minimum of six years from the end of this grant, receipt and approval of all final reports, or the required period of time to satisfy all state retention requirements, whichever is later.

# Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](https://www.revisor.leg.state.mn.us/statutes/?id=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](https://www.revisor.leg.state.mn.us/statutes/?id=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

# Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

# Data Disclosure

Under [Minn. Stat. § 270C.65](https://www.revisor.leg.state.mn.us/statutes/?id=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.

# Non-Discrimination

*No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance.  Including but not limited to:*

*a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;*

*b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.*

*c) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;*

*d) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.*

*e) Any other applicable non-discrimination law(s)*

# Invasive Species Prevention

Grantees and subcontractors must follow Minnesota DNR’s Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters.  Duties are listed under the sections Invasives Species Prevention and Site Planning and Management (p. 3-5) of Operational Order 113 which may be found at <http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf>.

# Work plan and Budget Revisions

The grantee must receive prior written approval from the State for any changes to the agreed upon work plan, or for budget changes greater than 10 percent of a budget line item. The State is not obligated to approve expenditures incurred on budget line item changes that exceed 10% of the total award for which prior approval has not been granted. Grantee may not incur expenditures within a budget line item that is not included in the approved budget without the written approval of the State.

# Assignments/Waivers/Agreement Complete

## The Grantee shall neither assign nor transfer any rights or obligations under this grant award notice without the prior written consent of the State, approved by the same parties who executed and approved this award, or their successors in office. If the State fails to enforce any provision of this award, that failure does not waive the provision or the State’s right to enforce it. This grant award notice and application contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant, whether written or oral, may be used to bind either party.

# Amendments

Any amendments to this grant award notification 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 application, or their successors in office.

# Cancellation

* **With or Without Cause**:
	+ An award contract may be cancelled by the state at any time, with or without cause, upon thirty (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 and for approvable expenditures.
	+ The Commissioner of Administration may unilaterally cancel the grant award if further performance under this award would not serve agency purposes or is not in the best interest of the State.

### Due to Discontinued or Insufficient Funding:

* + It is expressly understood and agreed that in the event the funding to the state from Federal sources or appropriations by the Minnesota Legislature are not obtained and/or continued at an aggregate level sufficient to allow for the grantee’s program to continue operating, the grant shall immediately be terminated upon written notice by the state 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 and approvable expenditures incurred prior to termination to the extent that funds are available. The state will not be assessed any penalty if the grant is terminated because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The state must provide the grantee notice within a reasonable time of the state receiving notice.
* **Due to Failure to Comply:**
	+ The state may cancel an award contract immediately if the state finds that there has been a failure to comply with the provisions of an award, that reasonable progress has not been made or that the purposes for which the funds were awarded/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.

# Affirmative Action and Non-Discrimination

*(a)* The Grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified (Minn. Stat. 363A.02). The Grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

*(b)* The Grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, (Minnesota Rules, part 5000.3500).

*(c)* The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

# State agency Signatures

## Encumbrance Verification

I hereby certify that funds have been encumbered as required by Minnesota Statute Sections 16A.15

Name:

Signature:

Date:

SWIFT Contract/PO #

## Authorized Representative

As representative of the State, I hereby certify that this award notification and release of funds are therefore approved, legal, binding and valid.

Name:

Signature:

Date: