



**MASTER CONTRACT
BETWEEN
THE CITY OF MINNEAPOLIS
AND**

**_____
FOR
ADMINISTERING EMPLOYMENT AND
TRAINING PROGRAMS**

THIS CONTRACT, entered into this 1st day of January, 2016, by and between the City of Minneapolis through its Department of Community Planning and Economic Development, (herein called the "City") and _____ (herein called the "Consultant")

WHEREAS, the City Anticipates receiving various grants and other funds; and

WHEREAS, the Consultant, a non-profit agency under the laws of the State of Minnesota, is considered by the City to be qualified to administer employment and training programs; and

WHEREAS, the City wishes to engage the Consultant to assist the City in utilizing such grant funds on an "as received" basis under a Master Contract.

NOW, THEREFORE, in consideration of the following terms, conditions and mutual promises, the parties hereby agree as follows:

I. EFFECTIVE DATE AND TERMINATION DATE

This Contract shall be in full force and effect from January 1, 2016 through December 31, 2020 unless terminated earlier through the paragraph entitled Termination (under General terms and conditions) or unless extended by the City Department Head signing this contract.

II. COMPENSATION

The consultant will be paid for services up to an amount of public action by the City Council. There is no guarantee that this dollar amount will be paid in whole or in part unless the services are requested through a Fund Availability Notice (FAN).

III. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

CONSULTANT *(include the complete mailing address here):*

Phone:

Email:

CITY OF MINNEAPOLIS *(include the complete mailing address here):*

Department Head

Contract Manager

Phone

Email

IV. SCOPE OF SERVICE

The Consultant will provide Employment & Training services. The Consultant will continue administering service programs in a manner satisfactory to the City and consistent with any standards required under the terms and conditions of this contract or any special conditions required by one of the City's Grantor agencies as funds are received by the City and made available to the Contractor under this contract.

V. TERMS AND CONDITIONS

This contract is subject to and incorporates all the terms and conditions set forth in the General Terms and Conditions attached hereto, as well as those conditions in the City of Minneapolis Employment and Training Special Conditions, the State of Minnesota Master Grant Contract, the City of Minneapolis Special Conditions for Federal and State Grant Funded Contracts, and the City of Minneapolis CDBG, ESG, and HOME Special Conditions, which are also attached hereto.

If any additional conditions are required based on funding sources, the appropriate conditions shall be attached to or be a part of the relevant Fund Availability Notices and incorporated into this Contract.

The availability of funds for each Fund Availability Notice issued under this Master Contract shall be contingent upon the City receiving the specified funds as anticipated.

VI. CLOSING

IN WITNESS WHEREOF, said Consultant and said City have caused this Contract to be executed in their behalf respectively by their proper officers as follows:

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

FOR THE CONSULTANT:

By _____
Its _____

By _____
Its _____

STATE OF _____)
COUNTY OF _____)ss

This instrument was acknowledged before me on _____
(Date)

by _____ as _____ and
(Printed Name) (Title)

_____ as _____
(Printed Name) (Title)

of _____.
(Corporation Name, if corporation)

Notary Public

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

FOR THE CITY:

**Finance Officer
City Purchasing Agent
Enterprise Contract Administrator**

Approved as to Form

By: _____
Assistant City Attorney

Department Head responsible for Administering and Monitoring this Contract
Approved as to Form

City of Minneapolis - General Conditions for Contracts over \$50,000

(Revised: Aug, 2015)

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. By contracting, the Consultant agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any section at the time the parties negotiate the Contract. Some negotiation is possible to accommodate the Consultant's suggestions.

1. City's Rights

The City reserves the right to cancel the Contract without penalty, if circumstances arise which prevent the City from commencing the project or any phase of the project and at any time if it is determined that the City was fraudulently induced to enter into the contract.

2. Equal Opportunity and Non-Discrimination Laws

The Consultant agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, sub-contractors and suppliers of the Consultant. Among the federal, state and city statutes and ordinances to which the consultant shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Consultant shall have submitted and had an "affirmative action plan" approved by the City prior to entering into the Contract.

3. Insurance

Insurance secured by the Consultant shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Consultant. Any policy deductibles or retention shall be the responsibility of the Consultant. The City does not represent that the insurance requirements are sufficient to protect the Consultant's interest or provide adequate coverage. Evidence of coverage is

to be provided on a current ACORD Form, Insurance Declaration. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Consultant shall require any of its sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

The Consultant and its sub-contractors shall secure and maintain the following insurance:

- a) **Workers Compensation** insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) **Commercial General Liability** insurance with limits of at least \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and advertising injury, \$300,000 each occurrence fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.
- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$2,000,000 per accident.
- d) **Professional Liability** Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Consultant or its sub-contractors and 2) the negligence or failure to render a professional service by the Consultant or its sub-contractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the services or work.
- e) **Network Security and Privacy Liability** insurance for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Electronic Media Liability. Insurance will cover claims that arise from the disclosure of private information from files but not limited to: 1) the errors or omissions of the Consultant, its employees or Sub-contractors and 2) penetration of the Consultant's electronic data network, "firewall" or other security devices by hackers or others. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must provide an extended reporting period and have a retroactive date that on or before the date of this Contract or the date Consultant commences work, whichever is earlier.

4. **Hold Harmless**

The Consultant will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Consultant's insurance coverage, arising directly from any negligent act or omission of the Consultant, its employees, agents, by any sub-contractor or sub-consultant, and by any employees of

the subcontractors and sub-consultant of the Consultant, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Consultant to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Consultant and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except as provided in the Data Practices section below, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

5. Subcontracting

The Consultant shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Consultant shall pay all sub-contractors for sub-contractor's undisputed, completed work, within ten (10) days after the Consultant has received payment from the City.

6. Assignment or Transfer of Interest

The Consultant shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Consultant shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

7. General Compliance

The Consultant agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this Contract.

8. Performance Monitoring

The City will monitor the performance of the Consultant against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time to cure such substandard performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Consultant shall be subject to the

approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Consultant and shall inform the Consultant of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

9. Prior Uncured Defaults

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

10. Independent Consultant

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Consultant shall at all times remain an independent Consultant with respect to the work and/or services to be performed under this Contract. Any and all employees of Consultant or other persons engaged in the performance of any work or services required by Consultant under this Contract shall be considered employees or sub-contractors of the Consultant only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Consultant.

11. Accounting Standards

The Consultant agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

12. Retention of Records

The Consultant shall retain all records pertinent to expenditures incurred under this Contract for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

13. Audit Requirements for Cloud-Based Storage of City Data

If the Consultant's services include the storage of City data using a cloud based solution, then the Consultant agrees to secure the data as though it were "private data" as defined

in Minnesota Statutes, Chapter 13. The Consultant shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Consultant agrees to provide a .pdf copy to the City's Contract Manager, upon the Consultant's receipt of the audit results.

14. Data Practices

The Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Consultant and any of the Consultant's sub-consultants or sub-contractors retained to provide Services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Consultant must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Consultant concerning data requests. The Consultant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Consultant's unlawful disclosure or use of data protected under state and federal laws.

15. Inspection of Records

Pursuant to Minnesota Statutes Section 16C.05, all Consultant payroll and expense records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota Office of State Auditor or their designees upon written notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

16. Living Wage Ordinance

The Consultant may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending Ordinance](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)" (http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf), Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the Ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Consultant and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

17. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will

be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

18. Conflict and Priority

If this Contract was awarded by RFP and in the event that a conflict is found between provisions in this Contract, the Consultant's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

19. Travel

If travel by the Consultant is allowable and approved for this Contract, then Consultant travel expenses shall be reimbursed in accordance with the City of Minneapolis [Consultant Travel Reimbursement Conditions](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf). (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

20. Billboard Advertising

City Code of Ordinance 544.120 prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

21. Conflict of Interest/Code of Ethics

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Consultant are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Consultant to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Consultant represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Consultant, the City's Code of Ethics will also apply to the Consultant in its role as an "interested person" since Consultant has a direct financial interest in this Contract. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

22. Termination, Default and Remedies

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Consultant may terminate this Contract upon sixty (60) days' notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been

cured after ten (10) days' written notice or such other reasonable time period to cure the default has been provided. If termination shall be without cause, the City shall pay the Consultant all compensation earned to the date of termination. If the termination shall be for breach of this Contract by the Consultant, the City shall pay the Consultant all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Consultant. The City may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. The Consultant has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Consultant.

23. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Consultant.

24. Intellectual Property

All Work produced by the Consultant under this Contract is classified as "work for hire" and upon payment by the City to the Consultant will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. "Work" covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the Work for its files in order to engage in future consultations with the City and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all

right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

25. Equal Benefits Ordinance

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Consultant and sub-contractor with 21 or more employees that enters into a "contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a "contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at: http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf. It is the Consultant's and sub-contractor's responsibility to review and understand the requirements and applicability of this ordinance.

26. City Ownership and Use of Data

The City has adopted an Open Data Policy ("Policy"). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City's use of the software and /or software applications licensed by the Consultant (or any subcontractor of sub-consultant of the Consultant) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Consultant and any of Consultant's subcontractors or sub-consultants involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the

content and for whatever purpose it was created. The Consultant shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Consultant shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

27. Cardholder Data and Security Standards

Should the Consultant collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Consultant represents and acknowledges that the Consultant will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Consultant represents that it will protect cardholder data. Consultant will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Consultant agrees at reasonable times to provide to the City or to its assigns, the audit rights contained in item 15 hereof for all physical locations, systems or networks that process credit cards on behalf of the City. Consultant also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Consultant that contains cardholder data or information.

28. Small & Underutilized Business Program (SUBP) Requirements

Consultant must comply with the Small & Underutilized Business Program (SUBP), as detailed in Chapter 423 of the Minneapolis Code of Ordinances. The SUBP Ordinance applies to any contract for the provision of goods and services in excess of one hundred thousand dollars (\$100,000).

29. Miscellaneous Provisions

1. **Successors and Assigns** – This Contract shall be binding upon and inure to the benefit of the successors and assigns of the City and of the Consultant.
2. **Severability** – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been included.
3. **Amendments** – This Contract may only be modified or changed by written amendment signed by authorized representatives of the City and the Consultant.
4. **Waiver** – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.

5. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.

City of Minneapolis Employment and Training Special Conditions for Master Contracts 2016-2020 (rev 5/28/2015)

A. Assurances: As a condition to the award of financial assistance from the U.S. Department of Labor under Title I of the Workforce Investment Act (WIA) and the Workforce Innovation and Opportunity Act (WIOA), the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws prohibiting discrimination, including but not limited to:

i. The Workforce Investment Act of 1998 (29 CFR, Part 37), Section 188, and the Workforce Innovation and Opportunity Act's Section 188, which prohibit discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I or WIOA financially assisted program or activity;

ii. Title VI The Civil Rights Act of 1964 (42 USC 2000d), as amended by the Equal Employment Opportunity Act of 1972 which prohibits discrimination on the basis of race, color and national origin, and applies to any program or activity receiving federal financial aid, and to all employers, including State and local governments, public and private employment agencies, and labor organizations;

iii. Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;

iv. The Age Discrimination Act of 1975 (42 USC 6101), as amended, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;

v. The Americans with Disabilities Act of 1990 (42 USC 12101), as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;

vi. Title IX of the Education Amendments of 1972 (20 USC 1681-1688), as amended, which prohibits discrimination on the basis of sex in educational programs;

vii. Title V of the Older Americans Act of 1965 and all regulations that apply to the Senior Community Services Employment Program, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs.

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

ix. Equal Protection of the Laws for Faith-based and Community Organizations (EO 13279) signed December 12, 2002. Prohibits discrimination 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.

x. Accessible Technology Bill: The GRANTEE will follow the requirements of Section 508 standards and Web Content Accessibility Guidelines 2.0 (WCAG2.0) to develop and maintain accessible information and telecommunications technology systems and services (HF 1744/SF 1600)
<https://www.revisor.mn.gov/bin/bldbill.php?bill=H1744.4.s86>

xi. The Drug Abuse Office and Treatment Act of 1972 (P.. 92.255) as amended, relating to nondiscrimination on the basis of drug abuse.

xii. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

xiii. 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

xiv. any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made;

xv. the requirements of any other nondiscrimination statute(s) which may apply to the application.

The grant applicant also assures that it will comply with 29 CFR, Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I or WIOA financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I or WIOA financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance. The DEPARTMENT has the authority to withhold funding.

B. 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).

C. Salary and Bonus Limitations: In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" 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), 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 OMB Circular A-133.

D. Management Information System: All GRANTEES receiving funds under the Act will track participants with the Workforce One case management system, or with any other database approved by City of Minneapolis Employment and Training. Data must be submitted per the standards and time frames agreed to by the DEPARTMENT. The DEPARTMENT shall withhold funding if data compliance requirements are not met in a complete, accurate and timely manner.

E. City Logo Requirement: Any advertising or public relations efforts related to activities funded through this contract are to reference the City of Minneapolis and/or City of Minneapolis Employment and Training (such as inclusion of the City logo and/or acknowledgement of the City as a funding source when speaking to the media or sending a press release).

F. Job Vacancies: GRANTEE shall list any job vacancy in its personnel complement with MinnesotaWorks.net as soon as it occurs.

G. 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.

City of Minneapolis Employment & Training
Review of Program Finance Management

This summary document is intended to reinforce the information and guidance found in your agency's City of Minneapolis Master Contract. This document does not replace or revise the conditions of your current City of Minneapolis Master Contract.

1. The recipient of Minneapolis Employment & Training program funds under this Funds Availability Notice (hereafter referred to as "agency") will ensure program funding is expended on services identified under this FAN. Your agency is considered to be a subrecipient. All revenues received under this FAN will be accounted for in the agency's finance system. All FAN expenditures will be allowable as per Cost Principles identified in the new Uniform Grant Guidance (UGG)*. Expenditures will be tied to program delivery and directed toward achieving the outcomes identified under this FAN agreement. Agency is financially responsible for all costs determined to be unallowable under all federal, state and local financial guidelines specified under the terms of the Master Contract.

As a subrecipient of a federal or state grant passing through the City of Minneapolis, it is required that the grantee has appropriate accounting system in place to track and report on each grant-funded activity separate from activities funded through other sources, maintaining financial records to support all expenditures billed to the grant. This would include personnel activity reports for all staff members whose compensation is charged in whole or in part directly to the grant and should reflect total after-the-fact actual hours worked daily, with grant hours clearly separated and reportable by grant funding source. Administration costs and other direct costs must reflect actual dollars spent. Budget estimates do not qualify as support for charges to awards.

Program costs invoiced under this FAN agreement will be supported by documentation maintained by the contracted agency. Documentation will include (but is not limited to): administrative policies and procedures, internal controls, payroll ledgers, time sheets, travel expense reports, competitive contracts and purchase orders, equipment inventory, audit reports and findings, lease agreements, and others as identified in policy documents provided by the grantor. Additionally, Minneapolis Employment & Training may request agencies produce back-up documentation for any and all invoiced costs invoiced under this FAN.

By the end of this FAN period, the agency's total program delivery expenses will meet, or exceed, total revenue received under this FAN. The agency is required to submit a FAN Agreement Closeout Statement to Minneapolis Employment & Training, within 30 days of FAN expiration, certifying program expenditures align with revenue received. Minneapolis Employment & Training may request a financial summary of program expenses at any time during this FAN period; such requests may include a final, full accounting of program revenue and expenses. Should agency receive funds in excess of program-related costs, these funds must be returned to Minneapolis Employment & Training as per guidance issued by Minneapolis Employment & Training administrative staff.

2. Contracted agency will receive prior approval from Minneapolis Employment & Training under each of the following conditions, and/or in any of the following situations:
 - a. Agency plans to sub-contract funds for program-related services, including program delivery, consulting, outcomes monitoring, enhanced services, or other.
 - b. Agency plans to make a one-time purchase of more than \$5,000.00.
 - c. Any situation in which it is unclear to the agency, or to an outside auditor of the agency, whether costs are allocable, allowable, reasonable, and/or consistently treated across the agency.
3. Contracted agency is prohibited from any of the following, unless permission has been granted in Minneapolis Employment & Training policy documents:
 - d. Use of program funds to purchase food or beverages
 - e. Use of program funds to provide incentives to participants in the program
 - f. Use of program funds to provide incentive payments to agency staff members.

*On December 26, 2013, new regulations were published in the Federal Register replacing the following eight existing OMB Circulars: A-21 Cost Principles for Educational Institutions; A-50 Audit Follow-up, related to Single

Audit; A-87 Cost Principles of State, Local, and Indian Tribal Governments; A-89 Federal Domestic Assistance Program Information; A-102 Awards and Cooperative Agreements with State and Local Governments; A-110 Uniform Administrative Requirements for Awards and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations; A-122 Cost Principles for Non-Profit Organizations; and A-133 Audits of States, Local Governments and Other Non-Profit Organizations.

The new administrative and cost principles are applicable to new awards and additional funding to existing awards made after December 26, 2014. Single audit changes are effective for years ending December 31, 2015 and after. Single audit changes raise the threshold for a single audit from \$500,000 to \$750,000 in federal expenditures and are effective for fiscal years ending December 31, 2015 and after. The new OMB Circular, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (also known as the Super Circular, the Omni Circular, and Uniform Grant Guidance (UGG)) is located at the following website:

<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

There is also a question and answer site for the new Circular on the Council on Financial Assistance Reform (COFAR) website at: <https://cfo.gov/wp-content/uploads/2013/01/2-C.F.R.-200-FAQs-2-12-2014.pdf>

Be sure to review the new OMB Circular to ensure that your organization will be in compliance with the new requirements.

Minneapolis Employment and Training
Protection of Personally Identifiable Information (PII)

As part of their grant activities, Employment and Training Administration (ETA) grantees may have in their possession large quantities of PII relating to their organization and staff; sub-grantee and partner organizations and staff; and individual program participants. This information is generally found in personnel files, participant data sets, performance reports, program evaluations, grant and contract files and other sources.

OMB defines PII as information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. (*See list on back of this form*)

Federal law, OMB Guidance, and Departmental and ETA policies require that PII and other sensitive information be protected. ETA has examined the ways its grantees, as stewards of Federal funds, handle PII and sensitive information and has determined that to ensure ETA compliance with Federal law and regulations, grantees must secure transmission of PII and sensitive data developed, obtained, or otherwise associated with ETA funded grants.

Grantees further acknowledge that all PII data obtained through their ETA grant shall be:

1. stored in an area that is physically safe from access by unauthorized persons at all times,
2. the data will be processed using grantee issued equipment,
3. managed information technology (IT) services, and
4. designated locations approved by ETA.

Accessing, processing, and storing of ETA grant PII data **on personally owned equipment, at off-site locations** e.g., employee's home, and non-grantee managed IT services, e.g., Yahoo mail, is strictly prohibited unless approved by ETA.

Access to any PII created by the ETA grant must be restricted to only those employees of the grant recipient who need it in their official capacity to perform duties in connection with the scope of work in the grant agreement.

A grantee's failure to comply with the requirements identified in this TEGL, or any improper use or disclosure of PII for an unauthorized purpose, may result in the termination or suspension of the grant, or the imposition of special conditions or restrictions, or such other actions as the Grant Officer may deem necessary to protect the privacy of participants or the integrity of data.

The complete Guidance Letter on the Handling and Protection of Personally Identifiable Information can be found at: http://wdr.doleta.gov/directives/attach/TEGL/TEGL_39_11_Acc.pdf

STATE OF MINNESOTA
MASTER GRANT CONTRACT
State and/or Federal Master Grant Contract: XXXXXX

SC # _____

This Master Grant Contract is between the State of Minnesota, acting through the Department of Employment and Economic Development (DEED), Workforce Development Division (WDD) ("STATE") and
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX ("GRANTEE").

Recitals

1. Under Minn. Stat. § 116J.035; the Workforce Investment Act of 1998 (WIA), Public Law 105-220, 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; 116L.361 - 116L.366; 116L.56 – 116L.561; 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, the State is empowered to enter into this grant.
2. The State is in need of a Workforce Development Fund; Youth Employment and Training Program; a Youthbuild Program to provide specialized training and work experience to at-risk, targeted youth, who have not been served adequately by the current educational system; employment and training related services to persons aged 55 and over; for the Women and High-Wage, High-Demand, Nontraditional Jobs Grant Program; employment and training related services to SNAP recipients; and the establishment and support of programs for displaced homemakers to help prepare them for entry into the job market, increasing their chances of being self-sufficient.
3. Minnesota Statute 116J.401 Authorizes Minnesota Department of Employment and Economic Development to administer the Workforce Investment Act and Workforce Innovation and Opportunity Act.
4. This contract is issued in anticipation of receipt of funds by the STATE, for the programs cited below:
 - Workforce Development Fund (Workforce Investment Act of 1998 (WIA) and the Workforce Innovation and Opportunity Act (WIOA), Public Law 105-220, as amended; Minn. Stat. §116L.20);
 - Youth Employment and Training Program (Minn. Stat. §§116L.56 – 116L.561);
 - Youthbuild Program (Minn. Stat. §§ 116L.361 to 116L.366);
 - Women and High-Wage, High-Demand, Nontraditional Jobs Grant Program (Minn. Stat. 116J.035)
 - 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; and
 - Displaced Homemakers (Minn. Stat. §116L.96); and/or
 - Other appropriated funds received from the federal government, state government, or other entities.
5. The GRANTEE represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. §16B.98, subdivision 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

Master Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** XXX X, XXXX or the date the STATE obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.
The GRANTEE must not begin work under this master 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:** XXX X, XXXX 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 Project Specific Plan This master grant contract will be supplemented with Project Specific Plans as funding opportunities become available. This master grant contract is no guarantee of a Project Specific Plan.

Each fully executed Project Specific Plan issued under the authority of this master grant contract 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 and incorporated into this contract as **Exhibit A**.

The GRANTEE, who is not a state employee, may be requested to perform any of the services identified in the Project Specific Plans as they are added to this master grant contract.

3 Time

The GRANTEE must comply with all the time requirements described in this master grant contract. In the performance of this master grant contract, time is of the essence. The term of work under the Project Specific Plans issued under this master grant contract may not extend beyond the expiration date of this master grant contract.

4 Consideration and Payment

4.1 **Consideration.** All services provided by the GRANTEE under this contract 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 contract.

The work plan and budget will be attached to the 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 of the contract, work plan and budget and /or legislative action. Release of funding under this master grant contract 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 are available for the period(s) indicated on the Notice of Grant Action ("NGA") which is attached and incorporated in to each Project Specific Plan, which may be for a shorter period than indicated in the term of this master grant contract below.

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 indicates allowable costs under this grant.

The STATE shall not reimburse the GRANTEE for any costs determined to be unallowable, as defined in Part II of the Department of Labor's 2011 One-Stop Comprehensive Financial Management Technical Assistance Guide, and any subsequent updates to these guidelines during the period of this grant contract.

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

4.2. Payment

Invoices. The STATE will promptly pay the GRANTEE after the GRANTEE presents a request for payment for the services actually performed, and the STATE's Authorized Representative accepts the request for payment. Requests for payment must be submitted timely and according to the following schedule:

- Requests for payment shall be made by GRANTEE to the STATE on the STATE's "Cash Request Form" and /or on a reimbursement form/basis. 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.

- Requests for payment under this grant contract shall be in amounts that minimize the time elapsing between the transfer of funds and disbursements in accordance with the STATE's "Grant/Subgrant Cash Management and Cash Request Policy" which is in Chapter 510 of the STATE's Policies and Procedures Manual and hereby are incorporated by reference and made a part hereof as Exhibit B.

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 **Thomas Norman, Director of Workforce Development Division, 332 Minnesota Street; St. Paul, MN 55101; 651-259-7563; thomas.norman@state.mn.us**, or his/her successor. The STATE's Authorized Representative has delegated responsibility to monitor the GRANTEE's performance, and the authority to accept the services provided under this grant contract 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.

The GRANTEE's Authorized Representative must be identified on each Project Specific Plan issued under this grant contract. 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 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. The liability of the STATE shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Statutes 3.732 and 3.736, et seq., and other applicable law.

9 State Audits

GRANTEE agrees to use such fiscal, audit and accounting procedures as may be necessary to assure and promote sound financial management, including effective internal controls. The Secretary of Labor, the Comptroller General of the United States, and the STATE, or a designated representative, shall have access to and the right to examine, for audit purposes or otherwise, any books, documents, papers or records of GRANTEE. The books, records, documents and accounting procedures and practices of the GRANTEE relevant to this grant contract are also subject to examination by the STATE and the Legislative Auditor of the State of Minnesota. GRANTEE

agrees to fully cooperate in any such examination and/or audit and to have said audits carried out in accordance with Minn. Stat. §309.53, OMB circular A133, and/or Super Circular 2 CFR Chapter I and II, Parts 200, 215, 220, 225, and 230. "Grant/Subgrant Audit Requirements," which is in Chapter 509 of the STATE's Department's Policies and Procedures Manual is labeled **Exhibit B**, and is attached, in part, and incorporated into this contract. The GRANTEE acknowledges that this policy is attached as a reference only to state and federal guidelines, and the policy is subject to change.

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

10 Government Data Practices and Record Retention

10.1. **Government Data Practices.** The GRANTEE and STATE must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the STATE under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the GRANTEE under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the GRANTEE or the STATE.

If the GRANTEE receives a request to release the data referred to in this Clause, the GRANTEE's response to the request shall comply with applicable law. See **Exhibit C**, which is attached and incorporated into the contract, for details.

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

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

The GRANTEE must not claim that the STATE endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 **Termination by the State.** The STATE may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the GRANTEE. Upon termination, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The STATE may immediately terminate this grant contract if the STATE finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

- 14.3 **Termination for Insufficient Funding.** The STATE may immediately terminate this grant contract **If:** It does not obtain funding from the Minnesota legislature or other funding source; or funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE's receiving that notice.
- 14.4 In the event of any cancellation under this provision, the GRANTEE shall cooperate fully with the STATE and help facilitate any transition for the provision of services by a different vendor. Failure to cooperate with or withholding any information or records requested by the STATE or a different vendor that impairs in any way the transition of the provision of services shall constitute a material breach of this grant contract, subjecting GRANTEE to liability for all damages incurred by the STATE resulting from such breach.

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.

Other Provisions

16 Special Administrative Provisions Required

GRANTEE agrees to administer programs according to the regulations and guidelines related to the funding source, including the STATE's WIA 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 grant contract, the GRANTEE shall comply with such amended laws, regulations or guidelines.

- 16.1 **Program Standards:** GRANTEE agrees to comply with OMB Circulars Numbers A-21, A-87, A-110, A-122, A-133, the OMB "Common Rule" (as codified at 29 CFR 97), ASMB C-10 (Implementation Guide for OMB Circular A-87), and/or Super Circular 2 CFR Chapter I and II, Parts 200, 215, 220, 225, and 230, as these circulars are applicable and as they relate to the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents as amended, and Chapter 509 of the STATE's Policies and Procedures Manual. Under the Cost Principles Circulars (A-21, A-87, or A-122), and/or Super Circular 2 CFR Chapter I and II, Parts 200, 215, 220, 225, and 230, common or joint costs charged to grants must be based upon written cost allocation plans.
- 16.2 **Salary and Bonus Limitations:** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior programs under the heading "Employment and Training" 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), 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 OMB Circular A-133.
- 16.3 **Assurances:** As a condition to the award of financial assistance from the U.S. Department of Labor under Title I of the Workforce Investment Act (WIA) and the Workforce Innovation and Opportunity Act (WIOA), the GRANTEE assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws prohibiting discrimination, including but not limited to:
- 1) [The Workforce Investment Act of 1998 \(29 CFR, Part 37\)](#), Section 188, and the [Workforce Innovation Opportunity Act's Section 188](#), which prohibit discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to

- work in the United States or participation in any WIA Title 1 or WIOA financially assisted program or activity;
- 2) [Title VI The Civil Rights Act of 1964 \(42 USC 2000d\)](#), as amended by the [Equal Employment Opportunity Act of 1972](#) which prohibits discrimination on the basis of race, color, religion, sex and national origin, and applies to any program or activity receiving federal financial aid, and to all employers, including state and local governments, public and private employment agencies, and labor organizations;
 - 3) [Title VII of the Civil Rights Act](#), as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin in employment;
 - 4) [Section 504 of the Rehabilitation Act of 1973 \(29 USC 794\)](#), as amended, which prohibits discrimination against qualified individuals with disabilities in all federally-funded programs;
 - 5) [The Age Discrimination Act of 1975 \(42 USC 6101\)](#), as amended, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
 - 6) [The Americans with Disabilities Act of 1990 \(42 USC 12101\)](#), as amended, which prohibits discrimination on the basis of physical, sensory, or mental disability or impairment and the ADA Amendments Act of 2008 effective January 1, 2009;
 - 7) [Title IX of the Education Amendments of 1972 \(20 USC 1681-1688\)](#), as amended, which prohibits discrimination on the basis of sex in educational programs;
 - 8) [Title V of the Older Americans Act of 1965](#) and all regulations that apply to the Senior Community Services Employment Program, which generally prohibit discrimination under any program funded in whole or in part with Title V funds because of race, color, religion, sex, national origin, age, disability or political affiliation or beliefs;
 - 9) [The Minnesota Human Rights Act of 1973 \(Minnesota Statutes, Chapter 363A\)](#), which prohibits discrimination based on race, color, creed, religion, national origin, sex, marital status, sexual orientation, status with regard to public assistance, disability, citizenship, or age;
 - 10) [Title II of the Genetic Information Nondiscrimination Act of 2008](#) which prohibits discrimination in employment on the basis of genetic information.
 - 11) [Equal Protection of the Laws for Faith-based and Community Organizations](#) (EO 13279) signed December 12, 2002. Prohibits discrimination 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;
 - 12) [Jobs for Veterans Act \(P.L. 107-288\)](#) Establishes a priority of service requirement for covered persons (i.e. veterans and eligible spouses, including widows and widowers) in qualified job training programs.
 - 13) [Vow to Hire Heros Act of 2011](#): Establishes guidelines for service providers who are providing employment, training, academic or rehabilitation services for military veterans.
 - 14) Each GRANTEE and each training provider must also ensure that they will provide programmatic and architectural accessibility for individuals with disabilities. The GRANTEE will follow the requirements of Section 508 standards and Web Content Accessibility Guidelines 2.0 (WCAG2.0) to develop and maintain accessible information and telecommunications technology systems and services (HF 1744/SF 1600 2009-2010).
 - 15) [Human Trafficking: TEGL 09-12](#): This contract may be terminated without penalty, if the GRANTEE or subgrantee, or the contractor or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract or cooperative agreement. (22 U.S.C. § 7104(G))
 - 16) [Seat Belts](#): Pursuant to Executive Order (EO) 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, recipients of federal funds are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.
 - 17) [Text Messaging](#): Executive Order 13513: Sec. 4, Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients of federal funds, are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order.
 - 18) [Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency\(LEP\)](#) was issued in 2000. This Order directs Federal agencies to work to ensure that recipients of Federal

Financial Assistance provide meaningful access to their LEP applicants and beneficiaries.

- 19) [Buy American](#): In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds available under the Workforce Investment Act or Workforce Innovation and Opportunity Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products, as required by the Buy American Act (41 USC 10a et seq.). See WIA Section 505- Buy American requirements or WIOA Section 502- Buy American requirements.
- 20) [Personally Identifiable Information TEGL 39-11](#): The GRANTEE assures it will comply with the TEGL 39-11 guidelines for the handling and protection of Personally Identifiable Information.
- 21) [Open Meetings: TEGL 35-10](#): A state or local WIB must conduct its business in an open manner and make activities of the board available to the public, including the development of specific policies and minutes of formal board meetings upon request. ([MN 13D.01](#))
- 22) The GRANTEE also assures that it will comply with 29 CFR, Part 37, and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title 1 or WIOA financially assisted program or activity, and to all agreements including lease agreements that the GRANTEE makes to carry out the WIA Title 1 or WIOA financially assisted program or activity. The GRANTEE understands that the United States has the right to seek judicial enforcement of this assurance, and the STATE has the authority to withhold funding.

17 Purchase of Furniture and Equipment

Any purchase of non-expendable personal property that has a useful life of more than one year at a unit cost of \$5,000 or more must have prior written approval of the STATE.

18 Repayment of Funds

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

19 Grantee Reports

GRANTEE agrees to provide the STATE with such progress reports, including, but not limited to, the following:

19.1 Expenditure and program income including any profit earned must be reported on an accrual basis.

19.2 Monthly Financial Status Reports (FSRs) by the 20th of each month reporting expenditures for the previous month.

19.3 Use of the Management Information System (as described in 27 below).

19.4 Information as may be deemed necessary to complete the Annual Report to the U.S. Department of Labor as described in the Act, Section 136(d) (1), (2).

19.5 Required Quarterly Program and Quarterly Narrative Reports as specified by the requirements (i.e., due on the 10th day of the month following the end of the quarter for the Senior Community Services Employment Program, if applicable; and First Grant Quarterly Narrative Reports due 30 days after the quarter ends, if applicable).

19.6 Unserved applicant data as may be required by the Minnesota Youth Program, if applicable.

19.7 Special reports as requested.

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.

20 Monitoring and Corrective Action

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

21 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.

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).

24 Right-to-Know

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

25 DOL TEGL Number 8-09 (and any future issuances)

The GRANTEE will comply with the federal DOL TEGL Number 8-09 which states that no federal and/or state funds can be awarded to the Association of Community Organizations to Reform Now (ACORN) or its subsidiaries. This prohibition applies not only to a direct recipient of federal and/or state funds, but also to a subrecipient (e.g. a subcontractor, subgrantee, or contractor of the grantee).

26 Job Vacancies

GRANTEE shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

27 Management Information System

All GRANTEES must track participants and financial information using an approved management information system. (If applicable) GRANTEES receiving funds under this grant contract will track participants with the Workforce One (WF1) Case Management System. Data must be submitted per the standards and time frames agreed to by the STATE. (If applicable) GRANTEES receiving funds under the Senior Community Service Employment Program will track participants with the "SCSEP Performance and Results QPR" system (SPARQ2 system). The STATE shall withhold funding if data compliance requirements are not met in a complete, accurate and timely manner.

28 Voter Registration

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

29 Debarment and Suspension Certification

The GRANTEE agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.

30 Lobbying Certification and Disclosure

The GRANTEE shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule.

The Interim Final Rule requires the GRANTEE to certify as to their lobbying activity. The Interim Final Rule implements Section 319 of Public Law 101-121, which generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.

31 Operating Procedures/Policies

The Grantee hereby acknowledges that it has read and understands the documents located at: <http://mn.gov/deed/about/what-guides-us/governance/policy.jsp> or <https://apps.deed.state.mn.us/ddp/PolicyList.aspx> issued by the STATE entitled "Policy and Guidance." The Grantee further acknowledges that its supervisory personnel to be involved in the administration of the grant contract have read and understand said documents. The GRANTEE agrees to comply with the contents of the aforementioned documents.

32 Interest/Program Income

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

33 Grant Contract Closeout

The 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. The Grantee also agrees to submit a payment for the balance of any unspent and unobligated grant funds to the State within 45 days after the end of the term of Grant Contract 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 grant contract closeout.

34 Payment Recoupment (If applicable)

The GRANTEE must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant contract the following:

- 34.1 Any amounts received by the GRANTEE from the STATE for services which have been inaccurately reported or are found to be unsubstantiated;
- 34.2 Any amounts paid by the GRANTEE to a subgrantee not authorized in writing by the STATE;
- 34.3 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;
- 34.4 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
- 34.5 Any amount identified as a financial audit exception.

1. GRANTEE

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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: _____

Date: _____

By: _____

Title: _____

Date: _____

2. STATE AGENCY

Minnesota Dept. of Employment and Economic Development

By: _____

(with delegated authority)

Title: _____

Date: _____

Special Conditions for Federal and State Grant Funded Contracts

(Revised: 8/2015)

I. General Compliance:

The Contractor agrees to comply with the requirements of all applicable Federal and State laws, regulations and policies issued pursuant to grant funds in this Contract. The Contractor further agrees to use funds available under this contract to supplement rather than supplant funds otherwise available. By entering into this Contract with the City, the consultant agrees to be bound by any and all requirements and obligations established by the Federal or State governmental entity that provided funds to the City which were used to pay for the Consultant's services.

A. Conduct:

Prohibited Activity - The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program or project for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities, or maintenance of effort. Program or project participants may not be placed into or remain working in any position that is affected by a labor dispute.

Religious Organization - The Contractor agrees that funds provided under this contract will not be utilized for religious activities or to promote religious interests.

B. Materials Produced by Contractor:

Grantor Recognition - The Contractor shall ensure recognition of the role of the Grantor Agency identified by the City in providing the scope of work or services through this contract. In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

Progress - The Contractor shall submit reports to the City in the form, containing the content, and with the frequency required by the City.

C. Employment Restrictions:

Notifications - The Contractor's executive management will ensure that a notice of its affirmative commitments in regards to Minnesota's Occupational Safety and Health Act of 1973 and Minnesota's Employee Right to Know Act of 1983 (MINNESOTA STATUTES, SECTIONS 182.65-.676) and all regulations promulgated thereunder, as now or hereafter amended, is made available to Contractor's employees and any applicable labor unions or worker's representatives.

Infringement - Contractors may not impair existing contracts for services or collective bargaining agreements nor displace currently employed workers, including no reduction in non-overtime, wages or benefits. Participants will not replace laid off employees nor infringe on other employees' promotional opportunities.

II. Administrative Restrictions

A. Fees. The Contractor is prohibited from charging an enrolled individual a fee for referral or program services.

- B. Voter Registration.** If required by the City Contract Manager, the Contractor shall provide voter registration services for employees and program participants encountered in the performance of this contract. Non-partisan assistance shall be provided, including routinely asking employees and members of the public served if they would like to register to vote, providing them with a registration form, and assisting them in completing the form.

III. General Federal and State Requirements

- A. Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. Section 794 et seq.) as now or hereafter amended, which prohibits discrimination against individuals with disabilities in any federally assisted program or activity.
- B. Hatch Act** (5 U.S.C. Section 1501-1508, 7321-7326) (*See also* 18 U.S.C. Sections 210-211, 594 et seq.) as now or hereafter amended, which prohibits the use of funds provided or personnel employed under this contract from being used to conduct or engaging in certain political activities.
- C. Endangered Species Act of 1973** (7 U.S.C. Section 136, 16 U.S.C. Section 1531 et seq.) as now or hereafter amended, which prohibits harm against plants, animals or habitats protected under the Act.
- D. Fair Labor Standards Act of 1938** (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract.
- E. The Age Discrimination Act of 1975** (42 U.S.C. Section 6101 et seq.), as now or hereafter amended, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- F. The Americans with Disabilities Act of 1990** (42 U.S.C. Section 12101 et seq.), as now or hereafter amended, which prohibits discrimination against qualified individuals on the basis of disability.
- G. Title IX of the Education Amendments of 1972** (20 U.S.C. Sections 1681-1688), as now or hereafter amended, which prohibits discrimination on the basis of sex in educational programs and in any activities receiving federal financial assistance.
- H. Title VI The Civil Rights Act of 1964** (42 U.S.C. Section 2000d et seq.), as now or hereafter amended, which prohibits discrimination against an individual on the basis of race, color or national origin in any program or activity receiving federal financial assistance. These regulations apply to all employers, including State and Local governments, public and private employment agencies, and labor organizations.
- I. Drug Free Workplace Act of 1988** (41 U.S.C. Sections 8102 et seq.) as now or hereafter amended, and all regulations promulgated thereunder, including 2 C.F.R. Part 182 (as adopted by HUD at 2 C.F.R. Part 2429.10 et seq.), which require each grantee or sub-grantee (an “employer”) to make a continuing good faith effort to maintain a drug free workplace, and mandate certain actions the “employer” must take to achieve this requirement.
- J. Regulations** – The Contractor agrees to comply with the requirements, as applicable, of:

- Executive Order 12291: “Federal Regulations” (46 Fed. Reg. 13193 (Feb. 17, 1981)).
- Executive Order 12259: “Leadership and Coordination of Fair Housing in Federal Housing Programs” (46 Fed. Reg. 1253 (Dec. 31, 1981)).
- Executive Order 12549: “Debarment and Suspension” (51 Fed. Reg. 6370 (Feb. 18, 1986)).
- Executive Order 13132: “Federalism” (64 Fed. Reg. 43255 (Aug. 4, 1999)).
- O.M.B. Circular A-21: “Cost Principles for Educational Institutions” (*See* 2 C.F.R. Part 220).
- O.M.B. Circular A-87: “Cost Principles for State, Local and Indian Tribal Governments” (2 C.F.R. Part 225).
- O.M.B. Circular A-102 Revised: “Grants and Cooperative Agreements with State and Local Governments” .
- O.M.B. Circular A-110: “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” (2 C.F.R. Part 215).
- O.M.B. Circular A-122: “Cost Principles for Nonprofit Organizations” (2 C.F.R. Part 230).
- O.M.B. Circular A-133 Revised: “Audits of States, Local Governments and Non-Profit Organizations” (for HUD-funded contracts, see 24 C.F.R. Parts 84-85).
- Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.). (Also known as the Fair Housing Act).
- 42 C.F.R. Chapter I, Subchapter D-“Grants.” (Department of Health & Human Services)
- 31 C.F.R. Part 205: “Rules and Procedures for Efficient Federal-State Funds Transfers”.
- 37 C.F.R. Part 401: “Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements”.
- 49 C.F.R. Part 24: “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs”.
- 29 C.F.R. Part 37: “Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA)”.
- 2 C.F.R. Part 200 “Uniform Grant Guidance” (Federal regulations supersede OMB administrative, cost and audit rules in the OMB circulars cited in this section III. J).

K. Cost Certification. Before the City releases any of the funds covered by this Contract, the Contractor shall sign the following certification statement:

ALL PAYMENTS REQUESTED ARE FOR APPROPRIATE PURPOSES AND ARE IN ACCORDANCE WITH THE PROVISIONS OF THE GRANT APPLICATION OR PROPOSAL AND THE CONTRACT.

L. Non-procurement Debarment and Suspension. The Contractor agrees to comply with 2 C.F.R. Part 180, Subpart C and to require each subcontractor, supplier or other party with whom the Contractor contracts regarding the funding received pursuant to “covered transactions” as defined in 2 C.F.R. Part 180, Subpart B.

If the funding agency is the U.S. Department of Housing and Urban Development, Contractor shall also comply with 2 C.F.R. Part 2424 and 2 C.F.R. Part 180, Subpart C.

If the funding agency is the U.S. Department of Health and Human Services, Contractor shall also comply with 2 C.F.R. Part 376, Subpart C.

M. Equal Employment Opportunity. The Contractor agrees to comply with Executive Order 11246, “Equal Employment Opportunity,” (30 Fed. Reg. 12319 (Sept. 24 1969)) as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” (32 Fed. Reg. 14303 (Oct. 13, 1967) as amended or supplemented) and as supplemented by regulations at 41

IV. Additional Conditions for Projects Involving Construction

A. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) as amended, (further regulations and requirements are found at: <http://www.wdol.gov/dba.aspx>), the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.), the Copeland “Anti-Kickback” Act (18 U.S.C. Section 875), and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part and shall make such documentation available to the City for review upon request.

B. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and 24 C.F.R. Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United State are beneficiaries of and entitled to enforce such covenants. The Contractor, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

C. Environmental Conditions

1) **Air and Water:** The Contractor agrees to comply with the following regulations insofar as they apply to the performance of this contract: 1) Clean Air Act (42 U.S.C. Section 7401 et seq.) as amended; 2) Federal Water Pollution Control Act (the Clean Water Act) (33 U.S.C. Sections 1251-1387), as amended, including regulations relating to inspection, monitoring, entry, and reports pursuant to 33 U.S.C. Section 1318, information and other requirements specified in the regulations and guidelines issued thereunder; 3) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 745, as amended; 4) National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.) as amended; and 5) HUD Environmental Review Procedures (24 C.F.R. Part 58) as amended.

2) Lead-Based Paint:

- (a) **Residential Structures** - The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this contract may be subject to HUD Lead-Based Paint Regulations (*see* 24 C.F.R. Part 35). Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning. The Contractor shall also comply with the regulations contained in 40 C.F.R. Part 745, Subpart E for

any renovation, repair and paint (RRP) work that occurs at any residential property constructed prior to 1978.

- (b) Commercial and Public Structures – The Contractor shall comply with the regulations contained in 40 C.F.R. Part 745, Subpart L, including the licensing and work practices standards for public and commercial buildings, bridges and super structures.

D. Historic Preservation

The Contractor agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966 (16 U.S.C. § 470 et seq.) as amended, the Archeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469-469c-1) as amended, Executive Order No. 11593, and the procedures set forth in 36 C.F.R. Part 800, insofar as they apply to the performance of this contract.

E. Progress Payments and Retainage

Unless otherwise prohibited by conditions for payment and receipt of the federal grant by the City, this contract shall be subject to the provisions for security for completion of performance provided in Minnesota Statutes, Sections 15.71 through 15.74.

V. Federal Funding Accountability and Transparency Act of 2006 (FFATA) (31 U.S.C. Section 6101 et seq.)

The FFATA applies to direct federal grants received by the City, which are provided as a sub award (sub grant, sub contract or sub recipient) to a first tier contractor or vendor. The City is obligated to report to a website maintained by the US Office of Management and Budget (OMB) certain information about entities that receive a sub award of federal funds in an amount of \$25,000 or more. As a sub awardee, sub recipient or contractor being paid in whole or in part by the City with federal grant proceeds, your organization is required to register with the Central Contractor Registry (CCR) and comply with the requirements of the Federal Subaward Reporting System (FSRS). As a sub awardee of federal funds, the company/entity is required to obtain a unique, federal identification number (DUNS) and report total compensation of certain executive level members of the company/entity (see www.fsr.gov for details).

VI. Certification Regarding Lobbying

Before the City releases any of the funds covered by this Contract, the Contractor shall sign the following certification statement:

The undersigned hereby 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 AWARDED 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.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, _____

BY: _____

TITLE: _____

FOR: _____

(Organization)

CDBG, ESG and HOME Special Conditions

(Revised 5/2015)

I. The following requirements apply to contracts using CDBG, ESG and Home funding :

A. Section 3 Requirements

1. **General** – The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. **Regulations** - The parties to the contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. **Notifications** – The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker’s representative of the Contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth a minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. **Subcontracts** – The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of regulations in 24 CFR Part 135.
5. **Certifications** – The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 CFR Part 135.

6. **Enforcement** – Non-compliance with HUD regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
7. **Indian Housing** – With respect to work performed in connection with Section 3 covered Indian Housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

B. Property Records

The Contractor shall maintain real property inventory records which clearly identify properties purchased and sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Section 570.505.

C. Acquisition & Relocation

The Contractor agrees to comply with 24 CFR Section 570.606 relating to the acquisition of all real property utilizing grant funds and for displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds.

II. The following requirements apply *only* to CDBG funded contracts:

A. General Requirements

The Contractor agrees to comply with the requirements, as applicable, of:

1. Section 109 Of Title I Of The Housing And Community Development Act Of 1974 (The Fair Housing Act, 42 U.S.C. Section 5309; (24 CFR Part 6)).
2. 24 CFR Part 85 - Uniform Administrative Requirements for Grants and Cooperative Agreements To State, Local And Federally Recognized Indian Tribal Governments.

B. National Objectives

The Contractor agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives:

1. Benefit low/moderate income persons,
2. Aid in the prevention or elimination of slums or blight,
3. Meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

C. Davis Bacon Applicability

Applicable for projects involving 8 or more housing units and \$2,000 or more for non-housing activities.

The Contractor agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) families, all contractors engaged in contracts of \$2,000 or more for construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of 40 U.S.C. Section 3141 et. seq. and the regulations of the Department of Labor, as promulgated under 29 CFR, Subtitle A, Parts 1, 3, 5, 6 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, and, for contracts in excess of \$2,000, 29 CFR Section 5.1 (a) and Section 5.5.

D. Reversion of Assets

The agreement shall specify that upon its expiration the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the sub-recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 is either:

1. Used to meet one of the national objectives in 24 CFR Section 570.208 until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the recipient; or
2. Not used in accordance with paragraph 1 of this section, in which event the subrecipient shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specific in paragraph 1 of this section.)

E. Lead Based Paint Poisoning Prevention

Lead based paint poisoning prevention in certain residential structures (42 U.S.C Section 4852 d and 40 CFR Part 745). The Contractor shall comply with the regulations in Subpart L including the licensing and work practice standards for certain housing with child-occupied facilities. The Contractor shall comply with the regulations in Subpart E for residential property renovation, repair and painting (RRP) work.