

Contract No:
City of Bloomington A153624-SR
City of Brooklyn Center A153625-SR
City of Brooklyn Park A153626-SR
City of Minneapolis A153627-SR

AGREEMENT

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, (the “COUNTY”), the Cities of Bloomington, Brooklyn Center, Brooklyn Park, and Minneapolis (“CITIES”) (COUNTY and/or Cities may be individually called a “PARTY” and collectively called “PARTIES”).

WHEREAS, the PARTIES, authorize the COUNTY to submit a grant application to the United States Department of Justice for the FY15 Edward Byrne Memorial Justice Assistance Grant (the “GRANT”) (The Catalog of Federal Domestic Assistance -- CFDA number for this grant is 16.738.) on behalf of the PARTIES and to serve as fiscal agent for the PARTIES; and

WHEREAS, the PARTIES recognize the need to set forth the duties and obligations of the PARTIES with respect to the administration of the Grant;

NOW, THEREFORE, in consideration of mutual undertakings and agreements hereafter set forth, the PARTIES hereby agree as follows:

1. **TERM**

This Agreement shall become effective upon approval by all PARTIES on October 1, 2015 and shall continue through September 30, 2018, or the completion of the services provided hereunder, whichever is earlier, unless terminated earlier in accordance with the provisions herein.

Any Party may cancel this Agreement immediately if the Party reasonably believes there has been a failure to comply with the provisions of this Agreement, or failure to comply with the terms of the Grant award, rules, or guidelines or failure to comply with applicable law.

2. **SERVICES TO BE PROVIDED**

Hennepin County will submit the FY15 Edward Byrne Memorial Justice Assistance Grant application 2015-H2961-MN-DJ (“Grant”).

In the event all Grant funds are received, each local unit of government will receive grant funds in the following amounts:

BLOOMINGTON	\$ 14,960
BROOKLYN CENTER	\$ 14,490
BROOKLYN PARK	\$ 28,010
MINNEAPOLIS	\$243,130
HENNEPIN COUNTY DEPARTMENTS	\$183,411
HENNEPIN COUNTY FOR ADMINISTRATION	\$25,476
Total	\$509,476

If the Grant funds are less than \$509,476, the parties shall distribute the actual funds received in proportion to the table above less the costs of administration set forth herein.

If any Grant funds are received, Hennepin County shall serve as the fiscal agent on behalf of the above named local units of government. The COUNTY shall provide financial administrative services necessary for the administration of the grant, including but not limited to the following:

- Satisfy financial and administrative grant requirements.
- Submit financial, programmatic and similar reports required under the grant.
- Work with the Department of Justice to resolve administrative issues.
- Comply with grant conditions regarding financial administration of the grant including but not limited to reporting, data collection and evaluation requirements prescribed by the grant.
- Coordinate compliance with the organization audit requirements attached to the grant.
- Manage grant funds.
- Pursuant to applicable accounting standards and procedures, maintain financial and accounting books and records as shall be necessary, appropriate and convenient for the proper administration of the grant.

For serving as fiscal agent hereunder, COUNTY shall be paid an administrative fee equal to five percent (5%) of the Grant Funds, to be paid upon receipt of the Grant funds,

3. DUTIES OF THE PARTIES

The PARTIES, individual and collectively, acknowledge that COUNTY will be administering the Grant on their behalf and agree to cooperate fully with COUNTY in all matter with respect to such grant administration so as to allow COUNTY to satisfy the grant requirements, including but not limited to the following acts:

- Comply with the provisions of the Grant award, rules, and guidelines and comply with applicable law including, as applicable, but not limited to the Single Audit Act

Amendments of 1996 as amended and Office of Management and Budget Circular A-133.

- Maintain books and records relating to the receipt and expenditure of grant funds for six (6) years after expiration of this Agreement.
- Report on performance measurement goals to the other PARTIES on a quarterly basis.
- Upon request, report the receipt and expenditures to the other PARTIES on a quarterly basis, then report a final accounting, pursuant to applicable accounting standards, upon expiration of this Agreement.
- Supply full and complete information, as requested by COUNTY, so as to allow COUNTY to satisfy the grant conditions and requirements.
- Work together with COUNTY to ensure that all grant conditions and requirements are met.
- Provide COUNTY with data and information sufficient for COUNTY to meet its reporting, data collection and evaluation requirements as prescribed by the grant.
- Eligible expenditures under this grant contract must be incurred by the grantee by the expiration date of the grant agreement.
- Abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality.

4. LIABILITY AND INDEMNIFICATION

Each PARTY agrees that it will be responsible for its own errors, acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the errors, acts and omissions of any other PARTY and the results thereof. CITIES agree to defend, indemnify and hold harmless COUNTY from all liabilities, claims, demands, losses, costs, expenses and causes of action of any kind or character, including the cost of defense thereof, resulting from or related to COUNTY's role as fiscal agent hereunder.

The PARTIES liability is governed by the provisions of Minnesota Statutes, Chapter 466. Under no circumstances shall a PARTY be required to pay on behalf of itself and other PARTIES any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one PARTY. The statutory limits of liability for some or all of the PARTIES may not be added together or stacked to increase the maximum amount of liability for any party.

5. COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

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COUNTY BOARD AUTHORIZATION

Reviewed by the County
Attorney's Office

Date: _____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

Date: _____

By: _____
Assistant/Deputy/County Administrator
Department Director of _____

Date: _____

CONTRACTOR
CONTRACTOR warrants that the person who
executed this Agreement is authorized to do so on
behalf of CONTRACTOR as required by applicable
articles, bylaws, resolutions or ordinances.*

CITY OF BLOOMINGTON

By: _____

Printed Name: James D. Verbrugge

Printed Title: City Manager

Date: _____

Jeffrey D. Potts
Chief of Police
City of Bloomington

Reviewed & Approved by the Bloomington City Attorney

* CONTRACTOR shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CONTRACTOR returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.