

AMERICAN RESCUE PLAN ACT GRANT AGREEMENT

Between County of Dakota and the Dakota County Law Library

This Agreement is between County of Dakota ("County") and the Dakota County Law Library, established pursuant to Minn. Stat. § 134A.01, 1560 Highway 55, Hastings, MN 55033, ("Recipient"). This Agreement uses the word "parties" for both County and Recipient.

WHEREAS, on March 11, 2021, the American Rescue Plan Act (H.R. 1319), § 4001, ("ARPA") was signed into law providing federal funding relief for American workers, families, industries, and state and local governments associated with the COVID-19 health emergency; and

WHEREAS, on April 1, 2022, the United State Department of Treasury released final rules on allowed uses of funds and allocated \$350 billion for state, local, territorial, and Tribal governments from the ARPA Fund; and

WHEREAS, the County was allocated \$83,332,300 from the ARPA Fund; and

WHEREAS, ARPA permits expenditure of ARPA Funds for various purposes, including provision of government services pursuant to Final Rule, 31 CFR Part 35, Subp. A, Section 35.6 (d) Providing Government Services – to the extent of a reduction in the recipient's general revenue; and

WHEREAS, Recipient is established by the County pursuant to Minn. Stat. § 134A.01 and is managed by a board of Trustees established pursuant to Minn. Stat. § 134A.03 to provide legal information to residents, attorneys, judges, and represented and pro se litigants that is vital to the justice system; and

WHEREAS, all expenses of the Recipient are paid from the filing fee income from court cases, both civil and criminal, which were directly impact by COVID-19 related shutdowns of the court system and fee income remains down over 26 percent from 2019 revenue levels; and

WHEREAS, the County desires to provide, in the form of a grant, \$150,000 of its ARPA Fund allocation received due to revenue loss to the Recipient to provide legal information to residents, attorneys, judges, and represented and pro se litigants that is vital to the justice system; and

WHEREAS, all expenses are American Rescue Plan (ARP) State and Local Fiscal Recovery Funds (SLFRF) eligible under the expenditure category of provision of government services pursuant to Final Rule, 31 CFR Part 35, Subp. A, Section 35.6 (d) Providing Government Services – to the extent of a reduction in the recipient's general revenue (c)(3) of ARPA.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. TERM

This Agreement is effective and enforceable on the date the last party executes this Agreement ("Effective Date") and terminates on December 31, 2023.

2. RECIPIENT'S OBLIGATIONS

- 2.1. General Description. Recipient shall provide the legal information services to residents, attorneys, judges, and represented and pro se litigants that is vital to the justice system. Collectively, these are referred to as the "Services."
- 2.2. Provision of Services to Public. Recipient represents, covenants, and warrants it has during

the 2023 calendar year and will continue to perform the Services for the public during the term of this Agreement.

3. GRANT

- 3.1. Total Grant. County will pay Recipient a total amount not to exceed One hundred fifty thousand and 00/100 Dollars (\$150,000.00) (“Agreement Maximum”).
- 3.2. Performance. Upon execution of this Agreement, the County shall issue the grant in a lump sum to the Recipient for expenses incurred by Recipient in 2023 for the provision of the Services.

4. COMPLIANCE WITH LAWS/STANDARDS

- 4.1. General. Recipient shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which Recipient is responsible. This includes, but is not limited to all Standard Assurances, which are attached and incorporated as Exhibit 1. Any violation of this section is a material breach of this Agreement. No Notice of default is required to terminate under this section.
- 4.2. Minnesota Law to Govern. The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

5. ACCOUNTING, RECORD AND AUDIT REQUIREMENTS

- 5.1. Accounting and Record Keeping. The Recipient agrees to maintain accurate and complete books, records, documents and other evidence pertaining to the costs and expenses of the related to the grant funds received.
- 5.2. Audit. The Recipient shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the grant funds received pursuant to this Agreement. Upon request, the Recipient shall allow the County, its auditor, Legislative Auditor, the State Auditor or Department of Treasury to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement.

6. INDEMNIFICATION

Each party agrees to indemnify, save, and hold harmless the other party, its agents and employees from any claims or causes of action, including attorney’s fees, incurred by the indemnified party that arise from the performance of the this Agreement. The indemnification obligations do not apply in the event the claim or cause of action is the result of the other parties sole negligence.

The Parties agree that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the Parties’ acts or omissions. In the event of any claims or actions asserted or filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

7. TERMINATION

Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement as of the Effective Date from a non-county source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not obligated to pay for any Services that

are performed after providing Notice of Termination for lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this section.

8. AGREEMENT RIGHTS AND REMEDIES

- 8.1. Rights Cumulative. All remedies under this Agreement or by law are cumulative and may be exercised concurrently or separately. The exercise of any one remedy does not preclude exercise of any other remedies.
- 8.2. Waiver. Any waiver is only valid when reduced to writing, specifically identified as a waiver, and signed by the waiving party's Authorized Representative. A waiver is not an amendment to the Agreement. The County's failure to enforce any provision of this Agreement does not waive the provision or the County's right to enforce it.

9. AUTHORIZED REPRESENTATIVE

9.1. The Authorized Representatives of the respective parties for purposes of this Agreement are as follows:

To Recipient:

Timothy Devine
Law Library Manager
Judicial Center
1560 Highway 55
Hastings, MN 55033
Timothy.Devine@CO.DAKOTA.MN.US

To the County:

Tom Novak
Public Services & Revenue Director
Administration Center
150 Highway 55
Hastings, MN 55033
Tom.Novak@CO.DAKOTA.MN.US

- 9.2. The Authorized Representative, or his or her successor, has authority to bind the party he or she represents and sign this Agreement. The County's Authorized Representative shall have only the authority granted by the County Board. The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Agreement.

10. AMENDMENTS

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by both parties' Authorized Representative.

11. SEVERABILITY

The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Agreement with respect to either party.

12. MERGER

- 12.1 Final Agreement. This Agreement is the final expression of the agreement of the parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.

12.2 Exhibits. The following Exhibits and addenda, including all attachments, are incorporated and made a part of this Agreement:

Exhibit 1 - Standard Assurances;

By signing this Agreement, Recipient acknowledges receipt of all the above Exhibit and addenda, including all attachments. If there is a conflict between any part of any Exhibit and the body of this Agreement, the body of this Agreement will prevail. To the extent reasonably possible, the Exhibit will be construed and constructed to supplement, rather than conflict with, this Agreement, unless such construing or construction results in ambiguity.

13. AGREEMENT INTERPRETATION AND CONSTRUCTION

This Agreement was fully reviewed and negotiated by the Parties. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the Party that drafted the Agreement. It is the intent of the Parties that every section (including any subsection), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect.

14. ELECTRONIC SIGNATURES

Each party agrees the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Approved as to form:

COUNTY OF DAKOTA

Assistant County Attorney/Date
File No. KS-

By _____

Date of Signature _____

RECIPIENT
(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the Agreementor)

By _____

Title _____

Date of Signature _____

EXHIBIT 1

STANDARD ASSURANCES

1. **NON-DISCRIMINATION.** During the performance of this Agreement, the Recipient shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status. The Recipient will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of Recipient, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Agreement shall be used to provide religious or sectarian training or services.

The Recipient shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government Recipients and subRecipients because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision Agreement for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Agreement.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

J. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. 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 and loans.

K. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Agreement all data created, collected, received, stored, used, maintained, or disseminated by Recipient in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy. Recipient must comply with the applicable data management requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Recipient. Recipient does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (County), except as required by the terms of this Agreement. All subcontractors shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Recipient's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. The Recipient agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Recipient shall be solely responsible for the health and safety of its employees in connection with the work performed under this Agreement. Recipient shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Agreement. Recipient shall ensure all personnel of Recipient and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Agreement. Each Recipient shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Recipient.

5. **RECIPIENT GOOD STANDING.** Recipient shall maintain Good Standing status with the Office of the Minnesota Secretary of State and shall notify County of any changes in Good Standing status within 5 calendar days of such change. Foreign business entities must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

6. **RECIPIENT DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to Agreement with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

7. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Recipient is a subrecipient of federal grant funds under this Agreement, Recipient certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Recipient will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Recipient will include this certification as a flow down clause in any agreement related to this Agreement.

By signing this Agreement, the Recipient certifies that it and its principals* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Recipient come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

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