

**STATE OF MINNESOTA**  
**2024 BUILDING OFFICIAL TRAINING (BOT) MUNICIPAL GRANT**  
**SAMPLE ONLY CONTRACT AGREEMENT**

This grant contract agreement is between the State of Minnesota, acting through its commissioner of the Department of Labor and Industry ("STATE") and the **City of XXXX, address** ("GRANTEE").

**Recitals**

1. Under MN. Statute 175.17 and MN. Statute 326B.148 subd. 1, the State is empowered to enter into this grant contract agreement.
2. The purpose of the Building Official Training Municipal Grant Program (hereafter referred to as the BOT Grant or BOT) from the Minnesota Department of Labor and Industry (DLI) is to provide support through partial funding and training guidance to qualified municipalities who wish to establish training programs that will provide on-the-job work experience and education under the direct supervision of a Minnesota Certified Building Official. The municipality's trainee will gain experience in building plan review and building inspections per MN. Rule 1301.0300 section C (1) by serving as a construction code inspector as specified in MN. Statute 326B.135 and detailed in MN. Rule 1301.1400. The grant program goal for the trainee is to work toward their building official-limited (BOL) certification.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement, including exhibit B, to the satisfaction of the State. Pursuant to MN. Statute 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

**Grant Contract Agreement**

**1. Term of Grant Contract Agreement**

**1.1 Effective date:**

April 1, 2024, or the date the contract is fully executed, whichever is later, per MN. Statute 16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per MN. Statute 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

**1.2 Expiration date:**

March 31, 2025, 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 agreement:

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**

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through MN. Statute 16B.97, Subd. 4 (a) (1).

### **2.1 Qualifications:**

The Grantee is a qualified municipality. A qualified municipality is a municipality as defined by MN. Statute 326B.103, Subd. 9 and must administer and enforce the Minnesota State Building Code by having adopted it by ordinance in compliance with MN. Statute 326B.121 subd. 2(a)(b).

### **2.2 Education and Training:**

The Grantee must provide education and training under the direct supervision of the municipality's Minnesota Certified Building Official in accordance with MN. Rule 1301.1400, MN. Rule 1301.0300 p. A and MN. Rule 1301.0300 p. C (1). The Grantee must provide education and training in the enforcement of the Minnesota state building code during the grant cycle period of performance, described in sections 1.1 and 1.2, which includes plan reviews and field inspections as specified in the Training Requirements, Exhibit B, which is attached and incorporated into this grant agreement by reference and available from the State's Authorized Representative Terence Olson, Municipal Grants Administrator, [terrence.olson@state.mn.us](mailto:terrence.olson@state.mn.us). All activities for the required training will be completed by March 31, 2025, and final invoices submitted by April 30, 2025.

### **2.3 Monitoring:**

The Grantee will allow grant monitoring meetings by State staff as per MN. Statute 16B.97. The grant program monitoring meetings will be scheduled with the municipality via electronic meeting i.e.: MS Teams and will be attended by DLI staff and the related municipal staff. The Grantee training program will be reviewed to ensure training, education and instruction requirements are being achieved. Progress will be gauged in relation to overall program requirements.

### **2.4 Progress reports:**

The Grantee will submit quarterly progress reports that will include the training and instruction requirements, listed in Exhibit B, the trainee has achieved and with a supporting progress narrative report summarizing each aspect achieved. These reports must be submitted quarterly no later than the following dates: July 31, 2024, October 31, 2024, February 15, 2025, April 30, 2025.

### **2.5 Financial reconciliation:**

The State will conduct financial reconciliation of Grantee's expenditures at least once during the grant period on grants of \$50,000 and higher. For this purpose, the Grantee must make expense receipts, employee timesheets, invoices, financial reports, and any other supporting documents available upon request by the State.

## **3. Time**

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

## **4. Consideration and payment**

### **4.1 Consideration.**

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be reimbursed quarterly for training and education expenses directly related to the BOT grant program training activities. The total of all approved quarterly reimbursements cannot exceed the total obligations defined in sec. 4.1(c) of this contract. Expenditures eligible for reimbursement are trainee wages; trainee insurance, benefits, and related taxes; education, certification, and training expenses; and support services. Grantee reimbursement for support services is limited to no more than ten percent of the total grant awarded amount defined in sec. 4.1(c) of this contract. Support services includes training materials and supplies directly supporting the trainee such as computers or handheld devices, cellphone, code books, tools, protective clothing, and personal safety equipment related to the training activities.

(b) Travel Expenses

The Grantee may be reimbursed for travel and subsistence expenses, related to the BOT Grant required training, in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Trainee travel reimbursement is limited to training, certification, and education provided within the State of Minnesota including, but not limited to, training/testing at the Department of Labor and Industry, DLI/CCLD seminars, ICC testing and seminars within the state, Upper Great Plains Region III Educational Institute, University of Minnesota Annual Institute for Building Officials, related college courses and OSHA 10 training. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$65,000.

## **4.2 Payment**

(a) Invoices

The State will promptly pay the Grantee after the Grantee's required reimbursement submittal documents have been approved by the BOT grant administrator, the DLI commissioner's office and DLI financial services representatives. The Grantee will submit the required documents for only the allowable expenses incurred during training for that quarter and provide proof they were expensed through the Grantee's financial accounting process. Reimbursement submittals must be submitted according to the following schedule: quarterly no later than the following dates: July 31, 2024, October 31, 2024, February 15, 2025, and April 30, 2025.

Reimbursement requests will use the following required DLI submittal documents which will be provided: Request for Reimbursement (RPR) invoice and accompanying RPR Expense Summary Excel worksheets.

The Grantee must also provide documentation to support the line-item expenses listed on the RPR Expense Summary worksheets and provide proof they were expensed through the Grantee's financial accounting process. Documentation to support requests for reimbursement includes, but is not limited to, payroll records, time sheets, financial reports,

and expense receipts.

(b) **Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

**4.3 Contracting and Bidding Requirements**

Per MN. Statute 471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) The Grantee must not contract with vendors who are suspended or debarred in Minnesota: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

**5. Conditions of payment**

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

**6. Authorized representative**

The State's Authorized Representative is Terence Olson, Municipal Grants Administrator, 443 Lafayette Road. North, St. Paul Mn. 55101, 651-284-5627, [terence.olson@state.mn.us](mailto:terence.olson@state.mn.us), or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement.

The Grantee's Authorized Representative is **name, title, address, phone number and email**. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

**7. Assignment amendments, waiver, and grant contract agreement complete.**

**7.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

**7.2 Amendments**

Any amendments to this grant contract agreement 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 agreement, that failure does not waive the provision or the State's right to enforce it.

**7.4 Grant contract agreement complete.**

This grant contract agreement 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 agreement 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 agreement.

## **9. State audits**

Under MN. Statute 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 agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## **10. Government data practices and intellectual property rights**

### **10.1 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, MN. Statute 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 agreement. The civil remedies of MN. Statute 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

### **10.2 Intellectual Property Rights**

(a) Intellectual property rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created, or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Grantee upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

(b) Obligations

(1) Notification. Whenever any invention, improvement, or discovery (whether or not

patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

- (2) Representation. The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

## **11. Workers' Compensation**

The Grantee certifies that it is in compliance with MN. Statute 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## **12. Publicity and endorsement**

### **12.1 Publicity**

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

### **12.2 Endorsement**

The Grantee must not claim that the State endorses its products or services.

### **13. Governing law, jurisdiction, and venue**

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

### **14. Termination**

#### **14.1 (a) Termination by the State**

The State may immediately terminate this grant contract agreement 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.

#### **(b) Termination by The Commissioner of Administration**

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

#### **14.2 Termination for Cause**

The State may immediately terminate this grant contract agreement 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 agreement if:

**(a)** It does not obtain funding from the Minnesota Legislature.

**(b)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written, fax or email 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 grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

### **15. Data disclosure**

Under MN. Statute 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its 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.

## Attachments

**Exhibit A** Budget form, budget narrative form

**Exhibit B** 2024 BOT Grant Program Required Training

**Exhibit C** Capacity responses worksheet

**Exhibit D** Principals' certification

### 1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by MN. Statute 16A.15

Signed: \_\_\_\_\_

Name: XXXX

Title: XXXXX

Date: \_\_\_\_\_

SWIFT Contract/PO No(s): \_\_\_\_\_

### 2. GRANTEE

The Grantee certifies that the appropriate person(s) has executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: \_\_\_\_\_

Name: XXXXXX

Title: XXXXXX

Date: \_\_\_\_\_

### 3. STATE AGENCY

Signed: \_\_\_\_\_

(With delegated authority)

Name: XXXXX

Title: Commissioner

Date: \_\_\_\_\_

Distribution:

Agency

Grantee

State's Authorized Representative