



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

CITY COUNCIL MEETING AGENDA
Monday, September 12, 2022
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, September 12, 2022 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PRESENTATION:

1. Officer Prudhomme Oath

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

2. Approve Council minutes for Monday, August 22, 2022 Regular meeting and Closed meeting summary.

VERIFIED CLAIMS:

3. Approve the verified claims for the period August 23, 2022 to September 6, 2022 in the total amount of \$1,605,078.09.

CONSENT AGENDA:

4. Consider approving Collective Bargaining Agreement with LELS for Grand Rapids Police Sergeants.
5. Consider approving the amended final payment in the amount of \$3,520 for AP 2021-1, Runway 16/34 Reconstruction.
6. Consider a resolution approving the plans and specifications for dasher boards and glass at the IRA Civic Center and authorize the advertisement of bids.
7. Consider authorizing the advertisement for the open position of Building Inspector
8. Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check

SET REGULAR AGENDA:

ENGINEERING PUBLIC WORKS:

- 9. Consider adopting a resolution accepting a bench donation from the Stejskal Children and Grandchildren in honor of Cyril and Anna Stejskal & Henry and Gladys Stejskal.

FIRE:

- 10. Consider allowing the Fire Department to purchase SCBAS from MacQueen Emergency Group.
- 11. Consider authorizing the purchase of a 2022 Polaris Ranger 1000 from Rays Sport & Cycle.
- 12. Consider allowing the Fire Department to Submit a Request for Proposal as a Chemical Assessment Team.

POLICE:

- 13. Consider adopting a resolution to accept a \$500 donation from the Reif Arts Council, for the Grand Rapids Police Reserve Unit, for volunteer services at Grand Jam 2022.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR SEPTEMBER 26, 2022, AT 5:00 PM

Hearing Assistance Available: This facility is equipped with a hearing assistance system.

MEETING PROTOCOL POLICY: Please be aware that the Council has adopted a Meeting Protocol Policy which informs attendees of the Council's desire to conduct all City meetings in an orderly manner which welcomes all civil input from citizens and interested parties. If you are unaware of the policy, copies (orange color) are available in the wall file by the Council entrance.

ATTEST: Kimberly Gibeau, City Clerk



Grand Rapids Police Department Oath of Office

I, Bryce Prudhomme do solemnly promise that,

I will support the Constitution of the United States,

the Constitution of the State of Minnesota and the

laws thereof;

and that I will faithfully, honestly and impartially

perform the duties of a Police Officer for the City of

Grand Rapids

according to the Constitution and laws of this State



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

CITY COUNCIL CLOSED MEETING MINUTES
Monday, August 22, 2022
4:30 PM

Mayor Christy called the meeting to order at 4:30 PM.

ROLL CALL:

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Tasha Connelly. ABSENT: Councilor Rick Blake

STAFF: Tom Pagel, Barb Baird, Chad Sterle

Mayor Christy stated the reason for the closed meeting and called for a motion to close the meeting.

Motion made by Councilor Connelly, Second by Councilor Adams to close the meeting. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Connelly

1. Conduct a closed me to discuss strategy for union contract negotiations.

Conducted discussion relevant to negotiations with bargaining units.

Motion made by Councilor Toven, Second by Councilor Connelly to close the closed meeting. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Connelly

There being no further business, the meeting adjourned at 4:50 PM.

Respectfully submitted:

Barbara Baird

Barbara Baird (Aug 23, 2022 09:28 CDT)

Barb Baird, Finance Director



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

CITY COUNCIL MEETING MINUTES
Monday, August 22, 2022
5:00 PM

Mayor Christy called the meeting to order at 5:00 PM.

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Tasha Connelly. ABSENT: Councilor Rick Blake.

STAFF: Barb Baird, Will Richter, Steve Schaar

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

Councilor Adams addresses concern regarding ice maintenance and rates for ice time while utilizing Greenway arena during the shutdown of the IRA for construction.

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, August 8, 2022 Regular meeting and Monday, August 15, 2022 Budget meeting.

Motion made by Councilor Adams, Second by Councilor Toven to approve Council minutes as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Connelly

VERIFIED CLAIMS:

2. Approve the verified claims for the period August 2, 2022 to August 15, 2022 in the total amount of \$1,028,015.16.

Motion made by Councilor Toven, Second by Councilor Connelly to approve the verified claims as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Connelly

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Review and acknowledge minutes for Boards & Commissions
Acknowledged July 19, 2022 Golf Board meeting

CONSENT AGENDA:

4. Consider adopting a resolution entering into a Master Partnership Contract between the State of Minnesota and the City of Grand Rapids.

Adopted Resolution 22-76

5. Consider final pay application from Northern Industrial Erectors and final pay application and unit quantity adjusting change order #10 from TNT Construction Group,LLC for new Fire Hall.
6. Consider approving the hiring and wage adjustments of part-time employees at the IRA Civic Center.
7. Consider approving final payment for AP 2021-1, 16/34 Runway Reconstruction in the amount of \$77,511.08 and Balancing Change Order 1.
8. Consider approving golf course employment.
9. Consider accepting letter of resignation from Joseph Rabbers, Hospital Security
10. Consider approval of Change Order #1 for CP 2003-18, 21st Street SW Extension.
11. Consider approving the purchase of a grapple bucket for the wheel loader in the amount of \$26,330.
12. Consider approving temporary liquor for Klockow Brewing event.
13. Consider the appointment of Nathan Morlan to the position of Fire Mechanic with the Grand Rapids Fire Department.
14. Consider a resolution declaring the intent of the city to reimburse certain expenditures from the proceeds of bonds.

Adopted Resolution 22-77

15. Consider appointing additional election judges for 2022 General election.
16. Adopt a resolution approving LG 230 Application for Off-Site Gambling for Grand Rapids Amateur Hockey Association.

Adopted Resolution 22-78

Motion made by Councilor Adams, Second by Councilor Connelly to approve the Consent agenda as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Connelly

SET REGULAR AGENDA:

Motion made by Councilor Toven, Second by Councilor Connelly to approve the Regular agenda as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Connelly

ADMINISTRATION:

17. Consider the resignation of Nathan Morlan and promote John Peterson to Building Official/Facility Manager

Motion made by Councilor Adams, Second by Councilor Connelly accepting the resignation of Nathan Morlan from Building Official/Facilities Maintenance Manager effective September 2, 2022 and fill the position with Jon Peterson, effective September 4, 2022. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Connelly

CIVIC CENTER & PARKS:

18. Consider a resolution awarding contracts for Bid Package 2 on the IRA Civic Center Improvement Project

Motion made by Councilor Connelly, Second by Councilor Adams to **adopt Resolution 22-79**, awarding contracts for Bid Package 2 on the IRA Civic Center improvement project. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Connelly

ENGINEERING PUBLIC WORKS:

19. Consider adopting a resolution accepting a bench donation in honor of Jacqueline Dowell.

Motion made by Councilor Toven, Second by Councilor Adams to **adopt Resolution 22-80**, accepting bench donation. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Connelly

GOLF:

20. Consider adopting a resolution accepting a \$2,500 donation from First National Bank of Coleraine.

Motion made by Councilor Adams, Second by Councilor Connelly to **adopt Resolution 22-81** donation from First National Bank of Coleraine. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Connelly

POLICE:

21. Consider adopting a resolution accepting the donations, further detailed below, from McDonalds, SuperOne, Walmart, Pepsi, Culvers, Grand Rapids State Bank and Woodland Bank that supported 2022 Area Safety Camp.

Motion made by Councilor Adams, Second by Councilor Connelly to **adopt Resolution 22-82**, accepting donations for Safety Camp program. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Connelly

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:21 PM.

Respectfully submitted:

Kimberly Gibeau

Kimberly Gibeau, City Clerk

DATE: 09/09/2022
 TIME: 08:35:20
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 09/12/2022

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
1205090	LEAGUE OF MINNESOTA CITIES	7,700.66
	TOTAL	7,700.66
CITY WIDE		
0508450	EHLERS AND ASSOCIATES INC	670.59
0715808	GOVCONNECTION INC	333.94
1309161	MINNESOTA COMMERCE DEPARTMENT	1,330.00
1503245	OFFICE ENTERPRISES INC	352.94
1721095	QUADIENT, INC	352.94
1915248	SHI INTERNATIONAL CORP	615.10
1920555	STOKES PRINTING & OFFICE	938.79
	TOTAL CITY WIDE	4,594.30
SPECIAL PROJECTS-NON BUDGETED		
0301638	TIM CARDA	6,264.00
2209421	VIKING ELECTRIC SUPPLY INC	1,660.02
	TOTAL SPECIAL PROJECTS-NON BUDGETED	7,924.02
ADMINISTRATION		
0718060	GRAND RAPIDS HERALD REVIEW	119.00
	TOTAL ADMINISTRATION	119.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0920060	ITASCA COUNTY TREASURER	2,106.85
1901535	SANDSTROM'S INC	91.80
	TOTAL BUILDING SAFETY DIVISION	2,251.54
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	71.24
1309332	MN STATE RETIREMENT SYSTEM	11,481.38
	TOTAL COMMUNITY DEVELOPMENT	11,552.62
COUNCIL/COMMISSION/BOARDS		

DATE: 09/09/2022
 TIME: 08:35:20
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 09/12/2022

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
COUNCIL/COMMISSION/BOARDS		
1205090	LEAGUE OF MINNESOTA CITIES	3,850.34
	TOTAL COUNCIL/COMMISSION/BOARDS	3,850.34
FINANCE		
0718060	GRAND RAPIDS HERALD REVIEW	121.62
0914540	INNOVATIVE OFFICE SOLUTIONS LL	11.49
	TOTAL FINANCE	133.11
FIRE		
0112220	ALERT ALL CORPORATION	3,167.50
0112223	ALEX AIR APPARATUS INC	1,013.48
0118100	ARAMARK UNIFORM SERVICES	55.12
0221525	BUNES SEPTIC SERVICE INC	195.00
0513231	EMERGENCY APPARATUS	2,759.32
0900085	IPMA ~ HR	397.00
1200500	L&M SUPPLY	82.54
1415030	NAPA SUPPLY OF GRAND RAPIDS	363.59
1618565	PRO HYDRO-TESTING, LLC	475.00
	TOTAL FIRE	8,508.55
INFORMATION TECHNOLOGY		
0715808	GOVCONNECTION INC	2,264.16
	TOTAL INFORMATION TECHNOLOGY	2,264.16
PUBLIC WORKS		
0100010	5 STAR PEST CONTROL &	100.00
0100046	ASV HOLDINGS INC	65.57
0103325	ACHESON TIRE INC	800.00
0121721	AUTO VALUE - GRAND RAPIDS	7.48
0221650	BURGGRAF'S ACE HARDWARE	493.89
0301685	CARQUEST AUTO PARTS	-121.95
0315455	COLE HARDWARE INC	74.48
0401425	DAKOTA SUPPLY GROUP	1,313.82
0409715	DISPLAY SALES COMPANY	581.60
0409730	DIVERSIFIED INSPECTIONS INC	808.28
0421125	JOHN P DUBOVICH	522.00
0501650	EARL F ANDERSEN	1,880.75
0612083	FLAGSHIP RECREATION	1,909.00

DATE: 09/09/2022
 TIME: 08:35:20
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 09/12/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
0920060	ITASCA COUNTY TREASURER	2,377.38
1000080	J T SERVICES	1,510.00
1105444	KELLER FENCE COMPANY	550.00
1200500	L&M SUPPLY	141.74
1303039	MCCOY CONSTRUCTION & FORESTRY	58.00
1415545	NORTHLAND LAWN & SPORT, LLC	355.77
1815720	ROTH RV & MARINE	146.62
1900225	SEH	918.75
1908248	SHERWIN-WILLIAMS	69.80
1911545	SKOGLUND ELECTRIC LLC	855.00
1920555	STOKES PRINTING & OFFICE	18.99
2018560	TROUT ENTERPRISES INC	1,675.20
2300765	W.W. WALLWORK INC	429.34
T001419	218 TREE SERVICE	3,650.00
	TOTAL PUBLIC WORKS	21,191.51
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	238.71
0315455	COLE HARDWARE INC	14.48
0409730	DIVERSIFIED INSPECTIONS INC	744.31
0914200	INDUSTRIAL LUBRICANT COMPANY	1,548.55
	TOTAL FLEET MAINTENANCE	2,546.05
POLICE		
0103325	ACHESON TIRE INC	548.28
0205725	BETZ EXTINGUISHER COMPANY	110.00
0301685	CARQUEST AUTO PARTS	682.17
0409501	JOHN P. DIMICH	4,583.33
0415529	DONDELINGER FORD	780.48
0513233	EMERGENCY AUTOMOTIVE TECH INC	134.40
0701480	GALLS LLC	432.55
0712225	GLEN'S ARMY NAVY STORE INC	1,293.98
0718021	GRAND RAPIDS GM INC	44.58
0718060	GRAND RAPIDS HERALD REVIEW	119.00
0920060	ITASCA COUNTY TREASURER	5,193.10
1309332	MN STATE RETIREMENT SYSTEM	714.38
1618125	PRAXAIR DISTRIBUTION INC	86.89
1920233	STREICHER'S INC	691.80
1920555	STOKES PRINTING & OFFICE	569.55
1925500	SYMBOL ARTS, LLC	625.75
2000400	T J TOWING	92.00
2001138	TACTICAL ADVANTAGE, LLC	1,044.00

DATE: 09/09/2022
 TIME: 08:35:20
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 09/12/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
	TOTAL POLICE	17,746.24
RECREATION		
2500050	ITASCA COUNTY FAMILY YMCA INC	2,000.00
	TOTAL RECREATION	2,000.00
GENERAL FUND-LIQUOR/CHART GAMB		
1801899	RAYS SPORT & CYCLE	4,000.00
	TOTAL	4,000.00
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	55.73
0218745	ASHLEY BRUBAKER	389.45
0401425	DAKOTA SUPPLY GROUP	856.17
1801610	RAPIDS PLUMBING & HEATING INC	1,059.00
1901535	SANDSTROM'S INC	195.38
	TOTAL	2,555.73
AIRPORT		
0112100	ALAMO GROUP COMPANY	838.56
0301685	CARQUEST AUTO PARTS	16.80
0514145	ENCOMPASS	5,237.89
0920060	ITASCA COUNTY TREASURER	121.13
1309294	MINNESOTA PETROLEUM SERV INC	18,419.00
1415545	NORTHLAND LAWN & SPORT, LLC	2,617.09
2018680	TRU NORTH ELECTRIC LLC	95.73
	TOTAL	27,346.20
CIVIC CENTER		
GENERAL ADMINISTRATION		
0104815	ADVANTAGE SYSTEMS GROUP	74.85
0118100	ARAMARK UNIFORM SERVICES	121.92
0221650	BURGGRAF'S ACE HARDWARE	67.02

DATE: 09/09/2022
 TIME: 08:35:20
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 09/12/2022

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
1200855	LVC COMPANIES INC	900.00
1415481	NORTHERN DOOR & HARDWARE INC	127.00
1801610	RAPIDS PLUMBING & HEATING INC	386.10
TOTAL GENERAL ADMINISTRATION		1,676.89
STATE HAZ-MAT RESPONSE TEAM		
0112223	ALEX AIR APPARATUS INC	896.06
1801899	RAYS SPORT & CYCLE	12,000.00
1915248	SHI INTERNATIONAL CORP	4,451.00
TOTAL		17,347.06
POLICE DESIGNATED FORFEITURES		
0124550	AXON ENTERPRISE INC	2,859.55
TOTAL		2,859.55
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	34.17
0920060	ITASCA COUNTY TREASURER	217.67
1415545	NORTHLAND LAWN & SPORT, LLC	172.50
2315745	NICHOLAS D. WOURMS	195.00
TOTAL		619.34
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
0920060	ITASCA COUNTY TREASURER	224.36
1901535	SANDSTROM'S INC	174.16
TOTAL		428.52
GO RFDG BONDS 2017B		
0508450	EHLERS AND ASSOCIATES INC	223.53
TOTAL		223.53

DATE: 09/09/2022
 TIME: 08:35:20
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 09/12/2022

VENDOR #	NAME	AMOUNT DUE

GO ST RECON & CIP 2018A		
0508450	EHLERS AND ASSOCIATES INC	223.53
	TOTAL	223.53
GO & ABATEMENT BOND 2019A		
0508450	EHLERS AND ASSOCIATES INC	223.53
	TOTAL	223.53
GO STREET RECONST BONDS 2020A		
0508450	EHLERS AND ASSOCIATES INC	223.53
	TOTAL	223.53
GO & ABATEMENT BOND 2021B		
0508450	EHLERS AND ASSOCIATES INC	223.52
	TOTAL	223.52
GO IMP BONDS 2009C		
0508450	EHLERS AND ASSOCIATES INC	223.53
	TOTAL	223.53
GO IMP, CIP & REFUNDING 2010A		
0508450	EHLERS AND ASSOCIATES INC	223.53
	TOTAL	223.53
GO IMP & RFNDING BONDS 2011B		
0508450	EHLERS AND ASSOCIATES INC	223.53
	TOTAL	223.53

DATE: 09/09/2022
 TIME: 08:35:20
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 09/12/2022

VENDOR #	NAME	AMOUNT DUE

GO IMPROVEMENT BONDS 2012A		
0508450	EHLERS AND ASSOCIATES INC	223.53
	TOTAL	223.53
GO STATE-AID BONDS 2012B		
0508450	EHLERS AND ASSOCIATES INC	223.53
	TOTAL	223.53
GO IMPRV RECONST BONDS 2013B		
0508450	EHLERS AND ASSOCIATES INC	223.53
	TOTAL	223.53
GO IMP BONDS 2014A		
0508450	EHLERS AND ASSOCIATES INC	223.53
	TOTAL	223.53
GO IMPRV RECONST BONDS 2016A		
0508450	EHLERS AND ASSOCIATES INC	223.53
	TOTAL	223.53
GO IMPRV RECONST BONDS 2017A		
0508450	EHLERS AND ASSOCIATES INC	223.53
	TOTAL	223.53
GENERAL CAPITAL IMPRV PROJECTS		
	2022-1 HIGHWAY 2 LIGHTING	
0718060	GRAND RAPIDS HERALD REVIEW	173.78
	TOTAL 2022-1 HIGHWAY 2 LIGHTING	173.78

DATE: 09/09/2022
 TIME: 08:35:20
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 8

INVOICES DUE ON/BEFORE 09/12/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
1612745	PLUM CATALYST LLC, THE	17,250.00
TOTAL MAY MOBILITY		17,250.00
MUNICIPAL ST AID MAINTENANCE		
7TH STREET OVERLAY		
1100295	KGM CONTRACTORS INC	460,900.19
1900225	SEH	11,248.34
TOTAL 7TH STREET OVERLAY		472,148.53
PARK ACQUISITION & DEVELOPMENT		
MS RIVER PARK		
0801836	HAWKINSON SAND & GRAVEL	120.22
TOTAL MS RIVER PARK		120.22
AIRPORT CAPITAL IMPRV PROJECTS		
RUNWAY 16/34 RECONSTRUCTION		
0801825	HAWKINSON CONSTRUCTION CO INC	3,520.00
TOTAL RUNWAY 16/34 RECONSTRUCTION		3,520.00
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
1801610	RAPIDS PLUMBING & HEATING INC	248.90
TOTAL CP2020/FD-1 NEW FIRE HALL		248.90
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0900055	ICS CONSULTING INC	15,836.75
TOTAL IRA CIVIC CENTER RENOVATION		15,836.75
2022 INFRASTRUCTURE/ARPA		
21ST STREET IMPROVEMENTS		
1900225	SEH	32,270.76
2000522	TNT CONSTRUCTION GROUP, LLC	445,990.20
TOTAL 21ST STREET IMPROVEMENTS		478,260.96

DATE: 09/09/2022
 TIME: 08:35:20
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 9

INVOICES DUE ON/BEFORE 09/12/2022

VENDOR #	NAME	AMOUNT DUE

STORM WATER UTILITY		
0103325	ACHESON TIRE INC	50.00
0301685	CARQUEST AUTO PARTS	365.75
0401425	DAKOTA SUPPLY GROUP	112.83
0514798	ENVIRONMENTAL EQUIPMENT AND	368.63
0801836	HAWKINSON SAND & GRAVEL	2,462.93
0920060	ITASCA COUNTY TREASURER	531.73
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
1809154	RICHARD F RYSAVY	60.00
1900225	SEH	1,900.00
	TOTAL	8,051.87
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$1,147,955.81
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0201647	BARBARA SCHNEIDER FOUNDATION	175.00
0205640	LEAGUE OF MN CITIES INS TRUST	4,911.08
0212126	RICK BLAKE	840.76
0305530	CENTURYLINK QC	49.51
0315105	COALITION OF GREATER MN CITIES	280.00
0315454	TRAVIS COLE	46.00
0605191	FIDELITY SECURITY LIFE	80.46
0701505	JEREMY GAMBILL	46.00
0717988	SHAWN GRAEBER	46.00
0718015	GRAND RAPIDS CITY PAYROLL	298,133.92
0815440	HOLIDAY STATIONSTORES LLC	209.00
0900060	ICTV	18,383.20
0920055	ITASCA COUNTY RECORDER	92.00
1121695	LANCE KUSCHEL	46.00
1201402	LAKE COUNTRY POWER	45.01
1301145	MARCO TECHNOLOGIES, LLC	82.90
1301220	JAMES T. MARTINETTO	23.13
1305046	MEDIACOM LLC	136.90
1305725	METROPOLITAN LIFE INSURANCE CO	2,255.81
1309098	MINNESOTA MN IT SERVICES	453.21
1309167	MN BUREAU OF CRIMINAL	15.00
1309178	MINNESOTA GFOA TREASURER	230.00
1309199	MINNESOTA ENERGY RESOURCES	3,083.20
1309265	MN DEPT OF LABOR & INDUSTRY	185.00
1309335	MINNESOTA REVENUE	9,674.00
1321750	MUTUAL OF OMAHA	447.58
1415479	NORTHERN DRUG SCREENING INC	265.00
1601305	THOMAS J. PAGEL	1,023.09
1601750	PAUL BUNYAN COMMUNICATIONS	1,728.24
1721095	QUADIENT, INC	1,000.00
1809505	CHRIS RIMA-CARLSON	69.99

DATE: 09/09/2022
 TIME: 08:35:20
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 10

INVOICES DUE ON/BEFORE 09/12/2022

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
2000100	TASC	31.50
2000490	TDS Metrocom	648.36
2100265	U.S. BANK	500.00
2114360	UNITED PARCEL SERVICE	28.53
2305825	WEX INC	3,698.60
T000933	ROWE FUNERAL HOME	50.00
T001103	COLLEEN NARDONE	8.75
T001107	KATHY KROOK	49.69
T001110	JAMES NARDONE	8.75
T001111	CINDY ECKERT	6.00
T001112	JIM OLSON	3.75
T001117	MICHAEL ECKERT	8.69
T001118	EMMET STEMWEDEL	12.50
T001208	DAVID LORENZ	18.75
T001333	PSD, LLC	2,500.00
T001334	SHEILA BROGGER	41.25
T001335	LAURIE HALLILA	15.00
T001338	MICHELLE TOVEN	2.50
T001341	DUANE GOODWIN	20,000.00
T001425	FOXTROT TOURING CORP	84,000.00
T001435	BARB GREEN	100.00
T001436	MICHELLE BASARICH	3.63
T001437	ADDIE BEST	84.38
T001438	PAMEY CASIO	18.13
T001439	JOYLEEN CASTLE	10.00
T001440	MARGIE HAANPAA	2.50
T001441	REBECCA MAUNU	16.25
T001442	MARK SHUEY	7.50
T001443	LINDA UREVIG	11.25
T001444	AJ PROPERTIES LLC	500.00
T001445	RISA GOODELL	500.00
T001446	SAFE BASEMENTS OF MN INC	179.03

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$457,122.28

TOTAL ALL DEPARTMENTS \$1,605,078.09



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 12, 2022

AGENDA ITEM: Consider approving Collective Bargaining Agreement with LELS for Grand Rapids Police Sergeants.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Attached is the proposed Collective Bargaining Agreement with Law Enforcement Labor Services, Inc. (Local No. 345) Police Sergeants for January 1, 2023 through December 31, 2025.

REQUESTED COUNCIL ACTION:

Make a motion to approve Collective Bargaining Agreement with Law Enforcement Labor Services, Inc. (Local No. 345) Police Sergeants for January 1, 2023 through December 31, 2025.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

**LAW ENFORCEMENT LABOR
SERVICES, INC. (LOCAL NO. 345)**

POLICE SERGEANTS

January 1, 2023 – December 31, 2025

TABLE OF CONTENTS

	Page
PREAMBLE –	1
ARTICLE 1 – DEFINITIONS.....	1
ARTICLE 2 – PURPOSE OF AGREEMENT	2
ARTICLE 3 – RECOGNITION	2
ARTICLE 4 – RESPONSIBILITIES OF PARTIES	2
ARTICLE 5 – UNION ACTIVITY.....	3
ARTICLE 6 – CHECK OFF OF UNION DUES	4
ARTICLE 7 – GRIEVANCE PROCEDURE.....	4
ARTICLE 8 – HOURS OF WORK.....	6
ARTICLE 9 – OVERTIME.....	7
ARTICLE 10 – COMPENSATORY TIME.....	7
ARTICLE 11 – WAGES	8
ARTICLE 12 – TRAINING TIME, COURT TIME, CALL TIME	9
ARTICLE 13 – CLOTHING/EQUIPMENT ALLOWANCE.....	10
ARTICLE 14 – ACTIVE EMPLOYEE GROUP INSURANCE BENEFITS.....	10
ARTICLE 15 – INSURANCE COVERAGE OF RETIRED EMPLOYEES	11
ARTICLE 16 – HOLIDAYS	12
ARTICLE 17 – FLEXIBLE TIME OFF	13
ARTICLE 18 – LEAVE	15
ARTICLE 19 – DISCIPLINE.....	15
ARTICLE 20 – COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS	16

ARTICLE 21 – LAYOFF/SENIORITY 17

ARTICLE 22 – RIGHT TO SUBCONTRACT..... 18

ARTICLE 23 – WAIVER 18

ARTICLE 24 – DURATION OF CONTRACT 18

APPENDIX A 20

PREAMBLE

THIS AGREEMENT is entered into by and between the City of Grand Rapids (hereinafter the “Employer”) and Law Enforcement Labor Services, Inc. (hereinafter the “Union”).

ARTICLE 1 DEFINITIONS

The terms set forth below shall be defined as follows:

Section 1.1. Union: Law Enforcement Labor Services, Inc.

Section 1.2. Union Member: A member of Law Enforcement Labor Services, Inc., (Local No. 345).

Section 1.3. Employee: An Employee of the City of Grand Rapids Police Department and a person occupying a position in the bargaining unit made up of police sergeants for which Law Enforcement Labor Services, Inc. Local No. 345 is the exclusive representative.

Section 1.4. Probation: A newly promoted Employee must serve a probationary period from the date of promotion through six (6) months of employment. A newly hired employee shall serve a probationary period of twelve (12) months from the date of hire.

Section 1.5. Department: The City of Grand Rapids Police Department.

Section 1.6. Employer: The City of Grand Rapids.

Section 1.7. Chief: The Chief of the City of Grand Rapids Police Department.

Section 1.8. Union Officer: An officer elected or appointed by Law Enforcement Labor Services, Inc., (Local No. 345).

Section 1.9. Overtime: Work performed at the express authorization of the Employer in excess of the Employee’s scheduled work shift.

Section 1.10. Scheduled Work Shift: A consecutive work period including rest breaks and lunch break.

Section 1.11. Rest Breaks: A period during the scheduled work shift during which the Employee remains on continual duty and is responsible for assigned duties.

Section 1.12. Lunch Breaks: A period during the scheduled work shift during which the Employee remains on continual duty and is responsible for assigned duties.

Section 1.13. Base Rate of Pay: An Employee’s regular straight-time hourly pay rate for all straight time hours worked exclusive of any other allowances.

Section 1.14. Call Back Time: The return of an Employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned regular scheduled work shift.

Section 1.15. Emergency: An unforeseen combination of circumstances or conditions reasonably expected to endanger life or property as defined by the Employer and calling for immediate action by the Employer.

ARTICLE 2 PURPOSE OF AGREEMENT

Section 2.1. It is the intent and purpose of this Agreement to place in written form the parties' full and complete agreement upon the terms and conditions of employment for the duration of this Agreement and to establish procedures for the resolution of disputes concerning the interpretation and/or application of the terms of this Agreement.

Section 2.2. Provisions of this Agreement constitute the sole procedures for the processing and settlement of any grievance by any employee, the Union, or the Employer for a violation of this Agreement.

ARTICLE 3 RECOGNITION

Section 3.1. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes in the bargaining unit certified by the Bureau of Mediation Services, BMS Case No. 09PCL0099, August 12, 2008, as: "All Sergeants employed by the Grand Rapids Police Department, Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 17, excluding confidential and all other employees." All other City of Grand Rapids employees are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and Union, or unless otherwise ordered by the Bureau of Mediation Services pursuant to a unit determination order made in accordance with Minnesota Statutes, Chapter 179A.

Section 3.2. It is hereby agreed that the Employer, during and for the duration of this Agreement, will not enter into, establish, or promulgate any resolution, agreement or contract with or affecting the employees of this bargaining unit which, in any way, conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive bargaining agency for such employees.

ARTICLE 4 RESPONSIBILITIES OF PARTIES

Section 4.1. The parties to this Agreement hereby acknowledge the rights and responsibilities of the other party hereto and agree to discharge their respective responsibilities under this Agreement. The Employer and the Union, through this Agreement, continue their dedication to

the highest quality of public service. Both parties recognize this Agreement as a pledge to this dedication.

Section 4.2. The management of the City of Grand Rapids has the right to direct the work force, to direct, plan and control City operations and services, to hire, recall, transfer, and promote employees for good and sufficient reason, to demote, suspend, discipline and discharge employees for just cause, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities and to change the existing operating methods and/or facilities, to determine the method, means, organization and number of personnel by which such operations and services are to be conducted, to make and enforce reasonable rules and regulations, to establish work schedules and assign overtime, to contract with vendors or others for goods or services, and to manage the City of Grand Rapids in the traditional manner. Such inherent managerial authority is vested exclusively in the City Council. The Employer agrees, in the exercise of these rights, it will not alter the express terms and conditions of employment contained in this Agreement.

The foregoing enumeration of the Employer's authority shall not be deemed to exclude any other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota.

Section 4.3. The Employer, the Union and the Employees are firmly bound to observe the conditions of the Agreement.

Section 4.4. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- 1) The applicable procedures of this Agreement will be followed for the settlement of any grievances as provided and defined in Article 7. All grievances shall be considered carefully and processed promptly in accordance with Article 7 of this Agreement.
- 2) There shall be no interference by the parties to this Agreement with the rights of employees to become or continue as members of the Union.

ARTICLE 5 UNION ACTIVITY

Section 5.1. The Employer agrees to permit the negotiation or grievance committee to appear at all negotiations or grievance meetings with the Employer without loss of pay. The negotiation or grievance committee shall consist of no more than three (3) members, including the Union Business Agent. A list of the committee shall be submitted to the Employer each year prior to negotiations. Unless otherwise provided in this Agreement, all disciplinary actions shall be subject to the grievance procedure in Article 7, if the Employee involved so chooses.

Section 5.2. Representatives of Law Enforcement Labor Services, Inc. shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other matters which the Union is authorized by law to investigate.

Section 5.3. The Employer will erect and maintain a bulletin board of reasonable size where Employees report for work, space upon such bulletin board shall be reserved for the use of the Union, Employees or Employer to post any notices or documents relating to Union, Employees and Employer's affairs.

ARTICLE 6 CHECKOFF OF UNION DUES

Section 6.1. Check off of Union Dues. The Employer agrees to deduct from the salary of each Employee who has signed an authorized payroll deduction card, a sum certified by the Union, which are Union dues, such deductions to be made from the payroll period ending the first half of each month, and transmit to the Union (address to be supplied by the Union) the total amount with any change of employees from whose pay deductions were made.

Section 6.2. Indemnification. The Union agrees to indemnify, save and hold harmless the Employer from any claims arising out of the provisions of the Article.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 7.1. Definition of Grievance. A grievance is defined as a dispute or disagreement as raised by an Employee covered by this Agreement against the Employer as to the interpretation and application of the specific terms and conditions contained in this Agreement.

Section 7.2. Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 7.3. Processing a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee's duties and responsibilities. The aggrieved Employee and the Union Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings pursuant to this Article provided the Employee and the Union Representative have notified and received the approval of the Employer who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 7.4. Grievance Procedure. A grievance, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1 – An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after the Employee is or should have been aware of the alleged violation, file the alleged grievance with the Chief of Police by placing the grievance in writing setting forth the nature of the Employee’s grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the remedy requested. The written grievance shall be presented by the Union and discussed with the Chief of Police and/or the Chief’s designated Step 1 representative. The Chief of Police and/or the Chief’s designated representative shall give the Union the Employer’s Step 1 answer in writing within ten (10) calendar days after the Step 1 grievance meeting.

A grievance not resolved in Step 1 may be appealed to Step 2 within ten (10) calendar days of receipt by the Union of the Police Chief’s Step 1 answer. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days will be considered waived.

Step 2 – If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator and/or the City Administrator’s designated Step 2 representative. The City Administrator or the designated representative shall give the Union the Employer’s answer in writing within ten (10) calendar days after the Step 2 grievance meeting.

A grievance unresolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following receipt by the Union of the City Administrator’s final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days after receipt of the Employer’s Step 2 answer, and not otherwise submitted to mediation as provided in Step 2A below, shall be considered waived.

Step 2A – A grievance unresolved in Step 2 may by mutual agreement of the parties, be submitted to mediation through the Minnesota Bureau of Mediation Services. A submission to mediation preserves the timelines for filing Step 3.

Step 3 – A grievance unresolved in Step 2 or Step 2A and appealed to Step 3 by the Union may be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, as amended, and the “Rules Governing the Arbitration of Grievances” as established by the Bureau of Mediation Services.

Section 7.5. Arbitrator’s Authority. The arbitrator will have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to the arbitrator in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator’s decision shall be submitted in writing to the Employer and Union within thirty (30) days following close of the hearing or the submission of closing briefs by the parties, whichever is later, unless the parties agree in writing to an extension. The arbitrator’s decision will be binding on both the Employer and the Union and shall be based solely on the

arbitrator's interpretation or application of the expressed terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 7.6. Waiver. If a grievance is not submitted within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union.

Section 7.7. Choice of Remedy. If, as a result of the written Employer response in Step 2 or mediation in Step 2A, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of this Article or a procedure such as, Veteran's Preference, or Human Rights, or by the grievant instituting an action in a federal or state court, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 3 of this Article, the grievance is not subject to the arbitration procedure as provided in this Article. The aggrieved Employee will indicate in writing which procedure is to be utilized – Step 3 of Article 7 or another appeal procedure – and will sign a statement to the effect that the choice of any one procedure precludes the aggrieved Employee from making an additional appeal through any other procedure. Upon instituting a proceeding in another forum, as described herein, the Employee shall waive the Employee's right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

ARTICLE 8 HOURS OF WORK

Section 8.1. Work Schedules. The normal work year is two-thousand one hundred eighty-four (2,184), straight time hours, to be accounted for by each Employee through:

- a) hours worked on assigned shifts;
- b) authorized paid leave time; and
- c) assigned training.

Section 8.2. Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.

Section 8.3. Split Shifts. The Employer agrees to avoid split shifts, except in the case of emergencies.

Section 8.4. Scheduling. A standard scheduling procedure shall be established and maintained to provide fair and equitable hours of work and a distribution of responsibilities in accordance with the classifications of the Employees in the Police Department.

ARTICLE 9 OVERTIME

Section 9.1. Full-time Employees will be compensated at one and one-half (1 and ½) times the Employee's regular base rate of pay for hours worked in excess of the Employee's regular scheduled shift in accordance with the Fair Labor Standards Act. All overtime will be offered to bargaining unit Employees first.

Section 9.2. Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premiums shall be used. To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

Section 9.3. All overtime hours worked shall be divided among Employees of the same job classification as equally as possible consistent with the needs of the Employer. A refusal by an Employee to work overtime hours shall be considered as time worked for purposes of allocating overtime hours as equally as possible among Employees.

ARTICLE 10 COMPENSATORY TIME

Section 10.1. Employees may choose to accumulate up to ninety-six (96) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the Employee shall be entitled to one and one-half (1 and ½) hours off work without loss of pay per the Federal Fair Labor Standards Act. Any accumulated, unused compensatory time in excess of 96 hours shall be paid off in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. Employees will have the option to have the entire balance of their accumulated, unused compensatory time paid out on the first payroll of June and December of each year based on the balance as of the last date of the pay period for the applicable payroll. The Employer may require that any accumulated, unused compensatory time for an Employee above 80 hours and remaining as of November 30 of each year be paid on the Employee's behalf to a Post-Retirement Health Care Savings Account.

Section 10.2. An Employee must obtain department head/supervisor approval to take compensatory time off, which may be granted or denied at the sole discretion of the department head/supervisor. If the department head/supervisor denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted by this Section. If it is necessary to limit the number of employees in a department using compensatory time at the same time, conflicts shall be resolved on the basis of

the seniority roster. To exercise this seniority preference in the event time off requests conflict, a senior employee must submit a request to use compensatory time off to the Employee’s department head/supervisor at least 10 days prior to the approved date requested by the junior employee.

Section 10.3. An Employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked. If the Employee elects to be compensated in cash for compensatory time earned, such payment for compensatory time must be made during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned.

**ARTICLE 11
WAGES**

Section 11.1. Wage Schedule 2023-2025.

POLICE SERGEANTS ARTICLE 11 - RATES OF PAY CONTRACT 2023-2025						
	COLA	6 MONTHS	AFTER	10 YEARS	15 YEARS	20 YEARS
Effective 1/1/2023	2.50%	PROBATION	PROBATION	2.50%	2.50%	2.50%
		35.55		36.44	37.35	38.28
			37.33	38.26	39.22	40.20
Effective 1/1/2024	2.75%			2.75%	2.75%	2.75%
		36.52		37.53	38.56	39.62
			38.36	39.41	40.50	41.61
Effective 1/1/2025	3.00%			3.00%	3.00%	3.00%
		37.62		38.75	39.91	41.11
			39.51	40.69	41.91	43.17

*An employee in Step 1 or 2 of the above wage schedule shall receive longevity pay as designated in the above chart in addition to the employee's base rate of pay following 10, 15, and 20 years of service, respectively.

Section 11.2. Shift Differential. One dollar (\$1.00) per hour shift differential shall apply to any Sergeant required to work between the hours of 6:00 p.m. and 6:00 a.m.

Section 11.3. Vacancies. In all cases where an Employee has been advanced to fill a temporary vacancy above their own class, the Employee shall receive such higher rate of pay for all such hours worked.

ARTICLE 12 TRAINING TIME, COURT TIME, CALL TIME

Section 12.1. Training Time. Whenever an Employee is required by the Employer to attend a seminar, training session, or courses for keeping current the Employee's qualifications, or for other reasons, the Employee shall be compensated for the Employee's attendance at the aforementioned off duty programs, and travel to and from such programs, at the Employee's base rate of pay. Such seminars, training sessions or certification programs shall be approved by the Chief and/or the City Council.

Section 12.2. License Fee. The City will pay the required POST Board licensing fees for all licensed Sergeants.

Section 12.3. Court Time. There shall be a minimum of 2 hours pay at 1.5 times the employee's regular base rate of pay for each employee who is required to appear in court at times other than the Employee's regular work day. All time in excess of the two hours shall be compensated at 1.5 times the employee's regular rate of pay. In the event that the employee's court appearance is canceled with less than 24 hours notice, the employee shall receive 2 hours straight time pay.

Section 12.4. Call Back Time. An Employee who is called back for work during the Employee's regular scheduled day off or time off shall receive a minimum of two (2) hours pay at one and one-half (1 and ½) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the two-hour minimum. This call back time shall be exclusive of any other provisions of this Agreement. The call back time worked shall

9

be computed at one and one-half (1 and ½) times the Employee's base rate of pay unless said call back time is on a holiday and then the holiday time rate shall be used. Any call back time occurring within three (3) hours of the beginning of the Employee's regular shift shall be considered daily overtime. This clause shall not affect in any manner call back time falling on an Employee's day off.

ARTICLE 13 CLOTHING/EQUIPMENT ALLOWANCE

Section 13.1. The Employer will issue new Employees the clothing and equipment outlined in Appendix A attached. For purposes of this paragraph a new employee is an employee who, immediately prior to appointment to the position of sergeant, was not employed as a police officer with the Grand Rapids Police Department.

Section 13.2. Effective January 1, a qualifying Employee who is not a new employee under Paragraph 13.1, beginning the second year of employment, or any year subsequent to the second year, shall be provided \$925.00 per year clothing/equipment allowance. The clothing/equipment allowance provided in this paragraph includes approved footwear. Approved footwear shall be determined by the Chief in the Chief's discretion and such determination shall not be subject to the grievance procedure. If an employee leaves employment prior to December 31, after receiving the annual clothing/equipment allowance for that year, the employee shall reimburse the Employer for that portion of the allowance prorated based on the number of months remaining in the year.

Section 13.3. All clothing and equipment shall be the property of the Employee. In the event that clothing is damaged in the line of duty due to extenuating circumstances, the Employer shall replace all such damaged clothing directly to the Employee without deducting the cost from the yearly allowance on approval by the Chief of Police and the City Council.

Section 13.4. Effective January 1, 2018, the Employer will purchase and provide to any newly hired Sergeant an Employer approved service firearm. The Employer will be the owner of the firearm. Upon leaving employment with the City, the Sergeant will return the firearm to the Employer. A Sergeant separating in good standing with the City would have the option to purchase their firearm from a licensed dealer. A determination of "good standing" shall be made by the Employer. Firearms which were purchased by Employees prior to 2018 will remain the property of the Employee. Firearms issued to Employees by the City shall remain the property of the City.

ARTICLE 14 ACTIVE EMPLOYEE GROUP INSURANCE BENEFITS

Section 14.1. Life Insurance. The Employer agrees to pay the premium and maintain a minimum value of \$10,000.00 for the group life insurance levels per Employee for the life of this Agreement.

Section 14.2 Health and Welfare. While the Local 49 Health and Welfare Fund is the insurance provider for employees' health, medical, dental, vision and life insurance, and employees are not

10

able to opt out of coverage the City will cover the full cost of the insurance premium for single and family coverage. If during the terms of this Agreement, the City changes insurance providers in accordance with Section 14.3 and 14.5 below, the Employer and the Union agree to renegotiate the insurance contributions under this Article.

Existing level of benefits shall be continued for the duration of this Agreement subject to the application of Section 14.3 of this Article.

Section 14.3. In the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Article 14 may be opened by either signatory party hereto for the purpose of discussing the effect of such change. The absence of such reopening shall constitute acceptance of the change. The Employer shall not, without the agreement of the Union, change the provider of health and medical insurance coverage if such change results in a reduction of the level of benefits.

Section 14.4. Life insurance and the Employer's contribution to health and medical insurance coverage shall be provided to an Employee while on Flexible Time Off or Extended Medical Benefit, or an Employee who is unable to work due to a compensable injury.

Section 14.5. The designation of the insurance carrier in Section 14.2 is inserted for the purpose of defining benefits only, and upon notice to the Union, the Employer shall have the right to choose and to change the insurance carrier so long as benefits are not reduced below those specified, except for minimal variations, and there is no lapse in insurance coverage

ARTICLE 15 INSURANCE COVERAGE OF RETIRED EMPLOYEES

Section 15.1. Minn. Stat. § 471.61, Subd. 2a, authorized the Employer to insure or protect its retired employees and their dependents under a policy or policies or contract or contracts, of group insurance or benefits covering life, health and accident, medical and surgical benefits or hospitalization insurance or benefits and pay all or any part of the premiums or charges of such insurance protection.

Section 15.2. Eligibility of Retired Employees. The Employer will continue to provide hospitalization and medical insurance coverage for a retired employee under the following conditions: 1) the employee must qualify for a Minnesota Public Employees Retirement Association (PERA) pension; 2) the employee must have reached a retirement age acceptable to PERA or the retired age limit set by the Employer; 3) the employee must be under the age of sixty-five (65) and not be eligible for Medicare; and 4) the employee must have exhausted all eligible funds from the employee's individual health care savings plan, as administered by the Minnesota State Retirement Systems (MSRS), for an employee who retires after December 18, 2004 (effective date of the Employer's Flexible Time Off Policy).

For an employee who retires after December 18, 2004, provided the employee meets the above eligibility requirements, the Employer will pay One Hundred Dollars (\$100.00) per month toward the full single rate and dependency cost for hospitalization and medical insurance coverage, and

11

the employee shall pay the remaining amount. This shall continue until the employee reaches age sixty-five (65) or becomes eligible for Medicare. Upon the death of the employee, all obligations under Article 15 are terminated subject to IRS regulations and governing MSRS statutes, rules and procedures with respect to health care savings plans.

**ARTICLE 16
HOLIDAYS**

Section 16.1. All Employees shall receive ninety-two (92) hours holiday pay per year, payable in two separate checks in the first pay period of June and December of each year.

Section 16.2. Any Employee working a Federal holiday or one-half the hours worked on Christmas Eve Day shall receive one and one-half (1 and ½) times the Employee’s regular base rate of pay for the hours worked on the listed holidays. For purposes of calculating when holiday pay begins, the holiday will be designated to begin at 6:00 a.m. on the holiday and conclude at 5:59 a.m. on the following day to align with the Department’s current 12-hour shifts.

New Year’s Day
Birthday of Martin Luther King, Jr.
Presidents’ Day
Memorial Day
Independence Day
Labor Day
Indigenous Peoples’ Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day
Half the hours worked on Christmas Eve Day
Christmas Day

Section 16.3. In the event that the Employee is scheduled off duty on a holiday listed in Section 16.2 above, and is called back for work, the Employee shall receive a minimum of four (4) hours’ pay at one and one-half (1 and ½) times the Employee’s regular base rate of pay regardless of whether or not the four (4) hours are actually worked.

**12
ARTICLE 17
FLEXIBLE TIME OFF**

Section 17.1. All Employees are subject to the Flexible Time Off Plan, as incorporated into the City of Grand Rapids Personnel Policies. The Flexible Time Off Plan shall replace all previous

sick leave, vacation and other paid time off, as well as severance pay, to which Employees were previously entitled. All current and future Employees of the Union shall be subject to the Flexible Time Off Plan, as it exists as of the effective date of the plan.

Section 17.2. The interpretation and application of the Employer’s Flexible Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions, policies, rules, or regulations that are inconsistent with the Flexible Time Off Plan adopted by the Employer.

Section 17.3. Accrual of FTO. The amount of Flexible Time Off (FTO) available annually to regular full-time Employees or limited-term Employees, as defined in the Employer’s Flexible Time Off Plan, as incorporated into the Employer’s Personnel Policies, is based on the length of employment using the most recent date of regular or limited-term employment according to the following schedule:

Full-time and Limited Term Employees hired BEFORE January 1, 2018 will accrue as follows:

Completed Years of Employment Flexible Time Off Accrued

Completed Years Of Employment	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4th anniversary	23	184	7.0769
After the 4th anniversary through the 9th	30	240	9.2320
After the 9th anniversary through the 14th anniversary	35	280	10.7692
After the 14th anniversary	39	312	12.

Full-time and Limited Term Employees hired AFTER January 1, 2018 will accrue as follows:

Completed Years of Employment Flexible Time Off Accrued

COMPLETED YEARS OF EMPLOYMENT	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4th anniversary	<u>15</u>	<u>120</u>	<u>4.62</u>
After the 4th anniversary through the 9th	<u>20</u>	<u>160</u>	<u>6.15</u>
After the 9th anniversary through the 14th anniversary	<u>25</u>	<u>200</u>	<u>7.69</u>
After the 14th anniversary	<u>30</u>	<u>240</u>	<u>9.23</u>

Regular part-time Employees will accrue FTO on a prorated basis pursuant to the above schedule, with such proration based on the actual hours worked by the regular part-time Employee.

The City computerized payroll system is the official record for Flexible Time Off, Extended Medical Benefit, and Personal Conversion Account balances.

Employees may carry over accumulated FTO hours from one year to the next up to a maximum of 248 hours (31 days). Accumulated FTO may not exceed 248 hours (31 days) on the Employee's anniversary date. On the anniversary date, any accumulated unused FTO in excess of 248 hours will be forfeited.

Section 17.4. Extended Medical Benefit (EMB) Accrual. As provided and defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

Days Per Year	Hours Per Year	Hours Per 80 hour Pay Period
8	64	2.4616

In 2018 only, the sergeants currently employed by the City of Grand Rapids will receive a one-time deposit of 84 hours of EMB time placed into their EMB bank after the execution of this labor agreement.

14

Any sergeant who is newly hired with the City of Grand Rapids after January 1, 2018 will receive 84 hours of EMB time placed into his/her EMB bank at the time of hire.

Section 17.5. Employees with three years of service that have accumulated over 248 hours of FTO on their hire date of each year will have those hours, up to a maximum of forty (40) hours, converted into cash and deposited in their post-employment health care savings account. This conversion is available only if the employee has used at least eighty-four (84) hours of FTO during the twelve (12) months preceding the hire date.

Section 17.6. All employees shall contribute one hundred dollars (\$100) per pay period into their post employment health care savings account.

**ARTICLE 18
LEAVE**

Section 18.1. Extended Medical Leave. In the case of (1) an extended illness, after an Employee has used all accumulated Flexible Time Off, Extended Medical Benefit, and Family and Medical Leave Act leave for which the Employee is eligible, or (2) the birth or adoptive placement of a child after the Employee has used all accumulated Flexible Time Off, Extended Medical Benefit, parenting leave, and Family and Medical Leave Act leave for which the Employee is eligible, the Employee, subject to approval by the Employer, may be granted a six (6) month leave of absence without having their name removed from the payroll. Any further extension of the six (6) month leave period will be granted or denied at the Employer's sole discretion; however, the Employer shall not grant leave in excess of twenty-four (24) months. In evaluating a request for an extension of leave by an Employee beyond six (6) months, the Employee shall provide the Employer with a detailed Doctor's report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an Employee's request for extension of leave, the Employer shall notify the Union and employee of its decision in writing, and the Employer shall provide the Union and employee with an opportunity to meet to discuss the Employer's decision provided the Union and employee requests such a meeting within ten (10) days of the Union's receipt of notice from the Employer. An Employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave.

**ARTICLE 19
DISCIPLINE**

Section 19.1. The Employer will discipline for just cause only. The parties recognize the principles of progressive discipline, including the fact that the appropriate level of discipline is dependent on the facts of the particular disciplinary incident. Discipline will be in one or more of the following forms:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension, with or without pay
- d. Demotion, or

e. Discharge

Section 19.2. Notices of suspension, demotions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the Employee is demoted.

15

Section 19.3. Written reprimands, notices of suspension, notices of demotion, and notices of discharge, which are to become part of an Employee's personnel file, shall be read and acknowledged by signature of the Employee. The Employee will receive a copy of such reprimand and/or notices.

Section 19.4. Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a union representative present at such questioning.

Section 19.5. Upon written request, Employees may examine their own individual personnel file at a reasonable time agreed upon by the Employer and Employee and under the direct supervision of the Employer. Employees may place written responses to specific charges recorded in the Employee's personnel file, into said personnel file at any time.

Section 19.6. Grievances relating to this Article may be initiated by the Union at Step 2 of the grievance procedure.

Section 19.7. The Employer agrees to abide by the terms of the Peace Officers Disciplinary Procedures Act, Minn. Stat. 626.89 and the Government Data Practices Act (Chapter 13).

**ARTICLE 20
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

Section 20.1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph, or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with Minnesota state law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

Section 20.2. The City of Grand Rapids and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

16
ARTICLE 21
LAYOFF/SENIORITY

Section 21.1. Layoffs. In the event of a layoff or a reduction in force, Employees shall be laid off in the inverse order of hiring and rehired in the inverse order of layoff. Seniority shall govern the order in which any reduction in hours is applied.

Section 21.2. Seniority. Seniority status shall be granted to all Employees and an Employee's position on the seniority list shall be determined on the basis of the Employee's continuous (unbroken) length of service for the Employer since the first date of hire or promotion to the sergeant position and within the present bargaining unit. Employees upon completion of a probationary period as defined in Article 1.4 shall be placed on a seniority list as of the first day of their employment within the bargaining unit. The Employer may terminate new probationary Employees at any time during the probationary period for any reason, and a promoted sergeant from patrol may be demoted to patrol at any time during the probationary period. The Employer, at its sole discretion, may extend the initial probationary period for an additional six (6) months. If anyone outside the bargaining unit accepts a position within the bargaining unit, their seniority begins to accrue on the date they enter the bargaining unit.

Section 21.3. Seniority List. When two or more Employees have the same position on the seniority list as determined by their first date of hire, seniority shall be determined by a coin toss. No later than February 1st of each year, the Employer shall prepare a seniority roster, shall post it on all official bulletin boards, and shall provide one (1) copy to the Union. The roster shall list each Employee in the order of seniority and reflect each Employee's date of service along with current job classification.

Section 21.4. Loss of Seniority. An Employee shall cease to have seniority, if:

1. The Employee does not return to work on the specified return date as contained in a written leave of absence or from lay-off within five calendar days after being given notice to return to work by registered mail at the Employee's last known address.
2. The Employee's separation from employment has been for more than twenty-four (24) months, except that separation from employment for authorized military leave shall be consistent with state and federal law applicable to such leave.
3. The Employee is discharged for just cause or is released without cause during the Employee's probationary period as defined in Article 1.4.
4. The Employee voluntarily terminates employment.
5. The Employee takes an unauthorized leave of absence or fails to notify the Employer of the cause of an absence for two days or more.

17

**ARTICLE 22
RIGHT TO SUBCONTRACT**

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting any or all work performed by Employees covered by this Agreement, provided that if the Employer exercises its option to subcontract, the Employer will endeavor to obtain an agreement with the subcontractor to seek employment for as many of the present Employees as the subcontractor needs to carry out the functions of the Police Department.

**ARTICLE 23
WAIVER**

Section 23.1. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements. The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 23.2. The Union agrees that the Employer shall not be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement. All terms and conditions of employment shall continue to be subject to the Employer's direction and control.

Section 23.3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 23.4. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

**ARTICLE 24
DURATION OF CONTRACT**

Except as otherwise provided, this Agreement shall continue in effect and in force from January 1, 2023 through December 31, 2025, provided, however, that either party shall have the right to give written notice to the other party sixty (60) days prior to January 1, 2026, of their desire to reopen the agreement for the purpose of negotiations and settlement of a new agreement.

18

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the respective date and year written below.

CITY COUNCIL, GRAND RAPIDS

LAW ENFORCEMENT LABOR SERVICES, INC.

BY: _____
Dale Christy, Mayor

BY: Robin Roeser
Robin Roeser (Aug 24, 2022 12:58 CDT)
Robin Roeser, Business Agent

BY: _____
Tom Pagel, City Administrator

BY: Heath Smith
Heath Smith (Aug 24, 2022 21:22 CDT)
Heath Smith, Police Sergeant

DATE: _____

DATE: Aug 24, 2022

APPENDIX A

Initial Issue:

- (3) Long Sleeve Shirts with Patches
- (3) Short Sleeve Shirts with Patches
- (3) Uniform Pants
- (2) Breast Badges
- (1) Hat Badge
- (1) Winter Hat (GRPD Stocking Cap)
- (1) Stormy Kromer Hat (GRPD Authorized)
- (1) Summer Hat (Police Saucer Hat)
- (1) Summer Hat Rain Cover
- (1) Outer Duty Belt
- (1) Inner Duty Belt
- (1) Key Holder
- (3) Belt Keepers
- (1) Radio Holder
- (1) Flashlight Holder
- (1) Flashlight Traffic Wand
- (1) Rechargeable LED Flashlight with Charger
- (1) Pair of Winter Gloves
- (1) Double Magazine Pouch
- (1) Chemical Irritant Holder
- (1) Medical Glove Pouch
- (1) Set of Handcuffs
- (1) Spare Handcuff Key
- (1) Handcuff Case
- (1) Holster
- (2) Neck ties or (1) Neck tie and (1) Dickie
- (1) Tie Clasp
- (1) One long rain coat
- (1) Snowmobile Bibs
- (1) Pair of Boots or (1) Pair of Shoes
- ** (1) Winter Jacket with patches
- ** (1) Spring/Fall Jacket with patches
- **Or One All-Season Jacket with patches
- (1) One Jacket Name Tag
- (1) One Shirt Name Tag
- (1) One Ballistic Vest with Carrier
- (1) One Jacket Collar Brass
- (1) One Shirt Collar Brass
- (1) One Belt Clip Badge Holder

If the Employer decides to require a Class A uniform it will be provided at no cost to the employee.

The Employer reserves the right to specify color, style and type of uniform items, including clothing.











Sergeants 2023-2025 labor agreement

Final Audit Report

2022-08-25

Created:	2022-08-24
By:	Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKFW7YL29Tyrx3HwPej-hC7O4M1RfmvOo

"Sergeants 2023-2025 labor agreement" History

-  Document created by Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)
2022-08-24 - 5:45:24 PM GMT- IP address: 162.254.65.69
-  Document emailed to rroeser@lels.org for signature
2022-08-24 - 5:46:06 PM GMT
-  Email viewed by rroeser@lels.org
2022-08-24 - 5:55:59 PM GMT- IP address: 96.87.138.92
-  Signer rroeser@lels.org entered name at signing as Robin Roeser
2022-08-24 - 5:58:48 PM GMT- IP address: 96.87.138.92
-  Document e-signed by Robin Roeser (rroeser@lels.org)
Signature Date: 2022-08-24 - 5:58:49 PM GMT - Time Source: server- IP address: 96.87.138.92
-  Document emailed to hsmith@ci.grand-rapids.mn.us for signature
2022-08-24 - 5:58:51 PM GMT
-  Email viewed by hsmith@ci.grand-rapids.mn.us
2022-08-25 - 0:06:33 AM GMT- IP address: 104.28.97.32
-  Signer hsmith@ci.grand-rapids.mn.us entered name at signing as Heath Smith
2022-08-25 - 2:22:02 AM GMT- IP address: 162.254.65.69
-  Document e-signed by Heath Smith (hsmith@ci.grand-rapids.mn.us)
Signature Date: 2022-08-25 - 2:22:04 AM GMT - Time Source: server- IP address: 162.254.65.69
-  Agreement completed.
2022-08-25 - 2:22:04 AM GMT



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 12th, 2022

AGENDA ITEM: Consider approving the amended final payment in the amount of \$3,520 for AP 2021-1, Runway 16/34 Reconstruction.

PREPARED BY:

BACKGROUND:

Due to an accounting error on the original final pay request there is a remaining balance of \$3,520 due to the contractor.

REQUESTED COUNCIL ACTION:

Make a motion approving the amended final payment in the amount of \$3,520 for AP 2021-1, Runway 16/34 Reconstruction.

Original Final Application

Item 5.



Application for Payment
(Unit Price Contract)
No. 5

Eng. Project No.: GRAIT 154472

Location: Grand Rapids - Itasca County Airport

Contractor Hawkinson Construction Co. Inc.

Contract Date

501 West County Road #63

Pay This Amount	\$	77,511.08
------------------------	-----------	------------------

Grand Rapids, MN 55744

Contract Amount \$ 3,389,564.25

Contract for Runway 16/34 Reconstruction

Application Date 7.20.22

For Period Ending 7.1.22

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
50-06	CONSTRUCTION LAYOUT AND	LS	1	1	\$29,800.00	\$29,800.00
50-11	CONSTRUCTION AND	LS	1	1	17,757.50	\$17,757.50
60-05	FIELD OFFICE	LS	1	0	5,550.00	\$0.00
70-08	TRAFFIC CONTROL	LS	1	1	59,250.00	\$59,250.00
C-100-5.1	CONTRACTOR QUALITY CONTROL	LS	1	1	2,250.00	\$2,250.00
C-102-5.1	ROCK CONSTRUCTION ENTRANCE	EA	4	4	1,350.00	\$5,400.00
C-102-5.2	SILT FENCE, TYPE PREASSEMBLED	LF	16000	15385	2.00	\$30,770.00
C-102-5.3	FILTER LOG, TYPE WOOD FIBER	LF	990	1000	4.00	\$4,000.00
C-105.5.1	MOBILIZATION	LS	1	1	222,300.00	\$222,300.00
F-164- 5.1	MODIFY FENCE AND INSTALL GATE	LS	1	1	3,000.00	\$3,000.00
L-108-5.1	NO. 8 AWG, 5kV CABLE, DIRECT	LF	500	500	2.50	\$1,250.00
L-110-5.1	DIRECTIONAL BORE, 1-CELL 3-	LF	120	120	25.00	\$3,000.00
L-125-5.2	COVER EXSITING EDGE BASE CAN	EA	2	2	130.00	\$260.00
L-125-5.3	REPLACE EXISTING HIRL GLOBE	EA	2	9	185.00	\$1,665.00
L-125-5.4	RELOCATE THRESHOLD LIGHTS	EA	8	8	330.00	\$2,640.00
L-125-5.5	RAISE EXISTING HAND HOLE	EA	1	1	710.00	\$710.00
L-125-5.6	ELECTRICAL GENERAL	LS	1	1	1,500.00	\$1,500.00
P-101-5.1	PAVEMENT MARKING REMOVAL	SF	15000	27080	1.14	\$30,871.20
P-101-5.2	SAW CUTTING, FULL DEPTH	LF	390	525	2.15	\$1,128.75
P-101-5.3	REMOVE GUIDANCE SIGNS	EA	10	10	180.00	\$1,800.00
P-101-5.4	PAVEMENT REMOVAL (4-6")	SY	5600	5360	2.00	\$10,720.00
P-153	CONTROLLED LOW STRENGTH	CY	110	86	200.00	\$17,200.00
P-152-5.1	UNCLASSIFIED EXCAVATION (EV)	CY	26650	26600	2.95	\$78,470.00
P-152-5.2	SUBGRADE EXCAVATION (EV)	CY	1000	1000	14.00	\$14,000.00
P-152-5.3	RIP RAP CLASS IV	CY	280	0	62.00	\$0.00
P-154-5.1	GRANULAR MATERIAL	CY	1000	1000	18.00	\$18,000.00
P-154-5.1	ROAD RELOCATION	LS	1	1	3,500.00	\$3,500.00
P-207	RECLAIM BITUMINOUS PAVEMENT	SY	78100	78100	2.40	\$187,440.00
P-401-8.1	BITUMINOUS SURFACE COURSE (P-	TON	9340	8697.05	64.40	\$560,090.02
P-401-8.2	BITUMINOUS BASE COURSE (P-401)	TON	14100	14429	51.40	\$741,650.60
P603-5.1	BITUMINOUS TACK COAT	GAL	12149	2950	3.25	\$9,587.50
P-605	SAWED CONTROL JOINT	LF	15700	7900	2.48	\$19,592.00
P-620-5.1	RUNWAY AND TAXIWAY MARKING,	SF	4280	3598	0.75	\$2,698.50
P-620-5.2	RUNWAY AND TAXIWAY MARKING,	SF	1590	930	0.80	\$744.00
P-620-5.3	RUNWAY AND TAXIWAY MARKING,	SF	49250	47235	0.75	\$35,426.25
P-620-5.4	RUNWAY AND TAXIWAY MARKING,	SF	3940	4690	0.80	\$3,752.00
P-620-5.5	REFLECTIVE MEDIA	LB	3260	3200	5.00	\$16,000.00

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
D-705-5.1	DRAINTILE (6" PERFORATED)	LF	14800	14552	4.70	\$68,394.40
D-705-5.2	DRAINTILE (SDR35 PVC PIPE)	LF	4050	3850	5.10	\$19,635.00
D-705-5.3	DRAINTILE INSPECTION PIT	EA	47	47	2,750.00	\$129,250.00
D-705-5.4	GRANULAR BACKFILL (MNDOT)	CY	2880	1910	40.00	\$76,400.00
D-752-5.1	DRAINTILE CONCRETE HEADWALL	EA	14	14	300.00	\$4,200.00
T-901-5.1	SEEDING, FERTILIZATION MULCH,	ACRE	9	10.2	3,985.00	\$40,647.00
T-905	TOPSOIL (IMPORTED)	CY	600	994	46.00	\$45,724.00
Alternate 1						
L-108-5.2	NO. 8 AWG, 5kV CABLE, INSTALLED	LF	15300	12600	1.25	\$15,750.00
L-125-5.6	4 BOX PAPI (PER SET)	EA	2	2	39,750.00	\$79,500.00
L-125-5.7	REGULATOR 7.5 KW (VAULT)	EA	1	1	12,090.00	\$12,090.00
Alternate 2						
P-621-5.1	SAWCUT GROOVING	SY	51150	50702	2.24	\$113,572.48
P-620-5.2	RUNWAY AND TAXIWAY MARKING,	SF	49250	0	0.80	\$0.00
P-620-5.3	RUNWAY AND TAXIWAY MARKING,	SF	500	0	0.80	\$0.00
Alternate 3						
L-108-5.2	NO. 8 AWG, 5kV CABLE, INSTALLED	LF	30580	37738	1.15	\$43,398.70
L-108-5.3	NO. 6 AWG, 600V CABLE,	LF	15000	19714	1.21	\$23,853.94
L-108-5.4	COUNTERPOISE	LF	15000	15575	1.39	\$21,649.25
L-110-5-1	INSTALL 4-CELL 3-INCH DUCT,	LF	470	410	115.00	\$47,150.00
L-110-5.2	2-INCH SCHEDULE 80 PVC OR PE	LF	15000	17904	3.15	\$56,397.60
L-125-5.8	REMOVE EXISTING AND INSTALL	EA	12	12	3,950.00	\$47,400.00
L-125-5.9	REMOVE EXISTING AND INSTALL	EA	4	4	4,000.00	\$16,000.00
L-125-5.10	HIGH INTENSITY RUNWAY LIGHT	EA	55	55	1,830.00	\$100,650.00
L-125-5.11	MEDIUM INTENSITY TAXIWAY LIGHT	EA	32	32	1,178.00	\$37,696.00
L-125-5.12	HIGH INTENSTIY THRESHOLD	EA	16	16	1,980.00	\$31,680.00
L-125-5.13	REGULATOR 10 KW (VAULT)	EA	1	1	13,169.00	\$13,169.00
L-125-5.14	REIL LIGHTS (SET OF 2)	EA	1	1	19,400.00	\$19,400.00
L-125-5.15	REMOVAL OF ALL ELECTRICAL	LS	1	1	15,500.00	\$15,500.00
L-125-5.16	ELECTRICAL GENERAL	LS	1	1	32,000.00	\$32,000.00
Total Contract Amount						\$3,249,330.69

Application for Payment (continued)

Total Contract Amount	\$ 3,389,564.25	Total Amount Earned	\$ 3,249,330.69
		Material Suitably Stored on Site, Not Incorporated into Work	
Contract Change Order No.		Percent Complete	
Contract Change Order No.		Percent Complete	
Contract Change Order No.		Percent Complete	
Less Previous Applications:		GROSS AMOUNT DUE	\$ 3,249,330.69
AFP No. 1: 343,780.33	AFP No. 6:	LESS 0 % RETAINAGE	\$
AFP No. 2: 676,151.47	AFP No. 7:	AMOUNT DUE TO DATE	\$ 3,249,330.69
AFP No. 3: 1,816,322.37	AFP No. 8:	LESS PREVIOUS APPLICATIONS	\$ 3,171,819.61
AFP No. 4: 335,565.44	AFP No. 9:	AMOUNT DUE THIS APPLICATION	\$ 77,511.08
AFP No. 5:			

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, Runway 16/34 Reconstruction, Grand Rapids - Itasca County Airport, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date _____, 20____ Hawkinson Construction Co. Inc. (Contractor)

COUNTY OF _____) By _____ (Name and Title) STATE OF _____) SS

Before me on this _____ day of _____, 20____, personally appeared _____ known to be, who being duly sworn did depose and say that he is the _____ (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission expires _____ (Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due

Short Elliott Hendrickson Inc.

By _____

Date _____

City of Grand Rapids

By _____

Date _____

Amended Final Application

Item 5.



Application for Payment
(Unit Price Contract)
No. 5

Eng. Project No.: GRAIT 154472

Location: Grand Rapids - Itasca County Airport

Contractor Hawkinson Construction Co. Inc.

Contract Date

501 West County Road #63

Pay This Amount	\$	81,031.08
------------------------	-----------	------------------

Grand Rapids, MN 55744

Contract Amount \$ 3,384,764.25

Contract for Runway 16/34 Reconstruction

Application Date 7.20.22

For Period Ending 7.1.22

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
50-06	CONSTRUCTION LAYOUT AND	LS	1	1	\$29,800.00	\$29,800.00
50-11	CONSTRUCTION AND	LS	1	1	17,757.50	\$17,757.50
60-05	FIELD OFFICE	LS	1	0	5,550.00	\$0.00
70-08	TRAFFIC CONTROL	LS	1	1	59,250.00	\$59,250.00
C-100-5.1	CONTRACTOR QUALITY CONTROL	LS	1	1	2,250.00	\$2,250.00
C-102-5.1	ROCK CONSTRUCTION ENTRANCE	EA	4	4	1,350.00	\$5,400.00
C-102-5.2	SILT FENCE, TYPE PREASSEMBLED	LF	16000	15385	2.00	\$30,770.00
C-102-5.3	FILTER LOG, TYPE WOOD FIBER	LF	990	1000	4.00	\$4,000.00
C-105.5.1	MOBILIZATION	LS	1	1	222,300.00	\$222,300.00
F-164- 5.1	MODIFY FENCE AND INSTALL GATE	LS	1	1	3,000.00	\$3,000.00
L-108-5.1	NO. 8 AWG, 5kV CABLE, DIRECT	LF	500	500	2.50	\$1,250.00
L-110-5.1	DIRECTIONAL BORE, 1-CELL 3-	LF	120	120	25.00	\$3,000.00
L-125-5.2	COVER EXSITING EDGE BASE CAN	EA	2	2	130.00	\$260.00
L-125-5.3	REPLACE EXISTING HIRL GLOBE	EA	2	9	185.00	\$1,665.00
L-125-5.4	RELOCATE THRESHOLD LIGHTS	EA	8	8	330.00	\$2,640.00
L-125-5.5	RAISE EXISTING HAND HOLE	EA	1	1	710.00	\$710.00
L-125-5.6	ELECTRICAL GENERAL	LS	1	1	1,500.00	\$1,500.00
P-101-5.1	PAVEMENT MARKING REMOVAL	SF	15000	27080	1.14	\$30,871.20
P-101-5.2	SAW CUTTING, FULL DEPTH	LF	390	525	2.15	\$1,128.75
P-101-5.3	REMOVE GUIDANCE SIGNS	EA	10	10	180.00	\$1,800.00
P-101-5.4	PAVEMENT REMOVAL (4-6")	SY	5600	5360	2.00	\$10,720.00
P-153	CONTROLLED LOW STRENGTH	CY	110	86	200.00	\$17,200.00
P-152-5.1	UNCLASSIFIED EXCAVATION (EV)	CY	26650	26600	2.95	\$78,470.00
P-152-5.2	SUBGRADE EXCAVATION (EV)	CY	1000	1000	14.00	\$14,000.00
P-152-5.3	RIP RAP CLASS IV	CY	280	0	62.00	\$0.00
P-154-5.1	GRANULAR MATERIAL	CY	1000	1000	18.00	\$18,000.00
P-154-5.1	ROAD RELOCATION	LS	1	1	3,500.00	\$3,500.00
P-207	RECLAIM BITUMINOUS PAVEMENT	SY	78100	78100	2.40	\$187,440.00
P-401-8.1	BITUMINOUS SURFACE COURSE (P-	TON	9340	8697.05	64.40	\$560,090.02
P-401-8.2	BITUMINOUS BASE COURSE (P-	TON	14100	14429	51.40	\$741,650.60
P603-5.1	BITUMINOUS TACK COAT	GAL	12149	2950	3.25	\$9,587.50
P-605	SAWED CONTROL JOINT	LF	15700	7900	2.48	\$19,592.00
P-620-5.1	RUNWAY AND TAXIWAY MARKING,	SF	4280	3598	0.75	\$2,698.50
P-620-5.2	RUNWAY AND TAXIWAY MARKING,	SF	1590	930	0.80	\$744.00
P-620-5.3	RUNWAY AND TAXIWAY MARKING,	SF	49250	47235	0.75	\$35,426.25
P-620-5.4	RUNWAY AND TAXIWAY MARKING,	SF	3940	4690	0.80	\$3,752.00

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
P-620-5.5	REFLECTIVE MEDIA	LB	3260	3200	5.00	\$16,000.00
D-705-5.1	DRAINTILE (6" PERFORATED)	LF	14800	14552	4.70	\$68,394.40
D-705-5.2	DRAINTILE (SDR35 PVC PIPE)	LF	4050	3850	5.10	\$19,635.00
D-705-5.3	DRAINTILE INSPECTION PIT	EA	47	47	2,750.00	\$129,250.00
D-752-5.4	GRANULAR BACKFILL (MNDOT)	CY	2880	1998	40.00	\$79,920.00
D-752-5.1	DRAINTILE CONCRETE HEADWALL	EA	14	14	300.00	\$4,200.00
T-901-5.1	SEEDING, FERTILIZATION MULCH,	ACRE	9	10.2	3,985.00	\$40,647.00
T-905	TOPSOIL (IMPORTED)	CY	600	994	46.00	\$45,724.00
Alternate 1						
L-108-5.2	NO. 8 AWG, 5kV CABLE, INSTALLED	LF	15300	12600	1.25	\$15,750.00
L-125-5.6	4 BOX PAPI (PER SET)	EA	2	2	39,750.00	\$79,500.00
L-125-5.7	REGULATOR 7.5 KW (VAULT)	EA	1	1	12,090.00	\$12,090.00
Alternate 2						
P-621-5.1	SAWCUT GROOVING	SY	51150	50702	2.24	\$113,572.48
P-620-5.2	RUNWAY AND TAXIWAY MARKING,	SF	49250	0	0.80	\$0.00
P-620-5.3	RUNWAY AND TAXIWAY MARKING,	SF	500	0	0.80	\$0.00
Alternate 3						
L-108-5.2	NO. 8 AWG, 5kV CABLE, INSTALLED	LF	30580	37738	1.15	\$43,398.70
L-108-5.3	NO. 6 AWG, 600V CABLE,	LF	15000	19714	1.21	\$23,853.94
L-108-5.4	COUNTERPOISE	LF	15000	15575	1.39	\$21,649.25
L-110-5-1	INSTALL 4-CELL 3-INCH DUCT,	LF	470	410	115.00	\$47,150.00
L-110-5.2	2-INCH SCHEDULE 80 PVC OR PE	LF	15000	17904	3.15	\$56,397.60
L-125-5.8	REMOVE EXISTING AND INSTALL	EA	12	12	3,950.00	\$47,400.00
L-125-5.9	REMOVE EXISTING AND INSTALL	EA	4	4	4,000.00	\$16,000.00
L-125-5.10	HIGH INTENSITY RUNWAY LIGHT	EA	55	55	1,830.00	\$100,650.00
L-125-5.11	MEDIUM INTENSITY TAXIWAY LIGHT	EA	32	32	1,178.00	\$37,696.00
L-125-5.12	HIGH INTENSITY THRESHOLD	EA	16	16	1,980.00	\$31,680.00
L-125-5.13	REGULATOR 10 KW (VAULT)	EA	1	1	13,169.00	\$13,169.00
L-125-5.14	REIL LIGHTS (SET OF 2)	EA	1	1	19,400.00	\$19,400.00
L-125-5.15	REMOVAL OF ALL ELECTRICAL	LS	1	1	15,500.00	\$15,500.00
L-125-5.16	ELECTRICAL GENERAL	LS	1	1	32,000.00	\$32,000.00
Total Contract Amount						\$3,252,850.69

Application for Payment (continued)

Total Contract Amount	\$ 3,384,764.25	Total Amount Earned	\$ 3,252,850.69
Contract Change Order No. _____		Material Suitably Stored on Site, Not Incorporated into Work	_____
Contract Change Order No. _____		Percent Complete	_____
Contract Change Order No. _____		Percent Complete	_____
Less Previous Applications:		Percent Complete	_____
AFP No. 1: 343,780.33	AFP No. 6: _____	GROSS AMOUNT DUE	\$ 3,252,850.69
AFP No. 2: 676,151.47	AFP No. 7: _____	LESS 0 % RETAINAGE	\$ _____
AFP No. 3: 1,816,322.37	AFP No. 8: _____	AMOUNT DUE TO DATE	\$ 3,252,850.69
AFP No. 4: 335,565.44	AFP No. 9: _____	LESS PREVIOUS APPLICATIONS	\$ 3,171,819.61
AFP No. 5: _____		AMOUNT DUE THIS APPLICATION	\$ 81,031.08

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, Runway 16/34 Reconstruction, Grand Rapids - Itasca County Airport, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date 8-18, 2022 Hawkinson Construction Co. Inc. (Contractor)

COUNTY OF Itasca) STATE OF Minnesota) SS By [Signature] = Estimator (Name and Title)

Before me on this 18 day of August, 2022, personally appeared Matt Lien known to be, who being duly sworn did depose and say that he is the Estimator (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

My Commission expires Jan 31, 2025 [Notary Seal: DIANA JEAN PIERZINA, NOTARY PUBLIC-MINNESOTA, My Comm. Exp. Jan. 31, 2025]

[Signature: Diana Pierzina] (Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

By [Signature] Short Elliott Hendrickson Inc.

Date 8/22/22

City of Grand Rapids

By _____

Date _____

ADVERTISEMENT FOR BIDS**IRA Civic Center Improvements
Dasher Boards/Glass
The City of Grand Rapids
City Project 2021/P&R-1**

Notice is hereby given that Online Bids will be received by The City of Grand Rapids until 1:00 PM, Monday, September 26, 2022, at Grand Rapids City Hall, at which time they will be publicly opened and read aloud, for the furnishing of all labor and material for the construction of Dasher Boards and Glass at the IRA Civic Center. The Council may consider bids at their regular Council Meeting held on Monday, September 26, 2022.

The bid opening will be held at The City of Grand Rapids, Council Chambers at which time the Bids will be publicly opened and read aloud.

The Bidding Documents can be email to you by contacting Dale Anderson at danderson@ci.grand-rapids.mn.us

Bids must be submitted in a sealed envelope with the project name on the front.

Bid security in the amount of 5 percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

This Work shall be subject to minimum wages and labor standards in accordance with The Minnesota Department of Labor and Industry.

The City reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the City

Tom Pagel
City Administrator
City of Grand Rapids, MN

Publish: Grand Rapids Herald Review: September 14, 2022



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 9-12-22

AGENDA ITEM: Consider a resolution approving the plans and specifications for dasher boards and glass at the IRA Civic Center and authorize the advertisement of bids.

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

The final bid package for the IRA Civic Center is for the replacement of dasher boards and glass at the west venue. The resolution and advertisement of bids is attached for reference.

REQUESTED COUNCIL ACTION:

Make a motion to approve a resolution approving the plans and specifications for dasher boards and glass at the IRA Civic Center and authorize the advertisement of bids.

Councilor _____ introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-__

A RESOLUTION TO APPROVE PLANS AND SPECIFICATIONS AND ORDER ADVERTISEMENT FOR BIDS FOR DASHER BOARDS/GLASS IRA CIVIC CENTER IMPROVEMENTS CITY PROJECT 2021/P&R-1

WHEREAS, Resolution 22-__, ordered in the project and directed the preparations of plans and specifications for CP 2021/P&R-1, IRA Civic Center Improvements, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA:

1. The plans and specifications for Dasher Boards and Glass of this project, copies of which were presented to the City Council and on file in the Building Officials office, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 10 days, shall specify the work to be done, shall state that bids will be received by the Building Official until 1:00 p.m., on Monday, September 26, 2022, at which time they will be publicly opened in the Council Chambers of the City Hall by the Building Official, will then be tabulated, and will be considered by the Council at their regular meeting of the Council at 5:00 p.m., Monday, September 26, 2022, in the Council Chambers. Any bidder whose responsibility is questioned during consideration of the bids will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless received and accepted via the online electronic bid service and accompanied by a cash deposit, cashier’s check, bid bond, or certified check payable to the Clerk for 5 percent (5%) of the amount of such bid.

Adopted by the Council this 12th day of September, 2022.

Dale Christy, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

Councilor _____ seconded the foregoing resolution and the following voted in favor thereof: _____; and the following voted against same: None; whereby the resolution was declared duly passed and adopted.



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 9-12-22

AGENDA ITEM: Consider authorizing the advertisement for the open position of Building Inspector

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

The resignation of Nathan Morlan as Building Official/Building Maintenance and the promotion of Jon Peterson to this position, there is the open position of Building Inspector that needs to be filled.

REQUESTED COUNCIL ACTION:

Make a motion to authorize the advertisement for the open position of Building Inspector.

Building Inspector:

The City of Grand Rapids is accepting applications for a full-time Building Inspector. The preferred but not mandatory qualifications of candidates will include: Certification as a Building Official Limited or ability to obtain within six (6) months, one year experience in residential building inspection, including field inspection of three (3) years relevant construction experience, proficient in standard office software and Class D Minnesota driver's license with no suspensions or revocations within the past five years. Desired qualifications include, but are not limited to: Certified Building Official, AAS degree in building inspection, residential or commercial construction experience, and ICC Certification as a Plan Reviewer, Commercial Inspector or Residential Inspector. Starting salary range is \$28.85 - \$32.65 per hour DOQ, with excellent benefit package.

Complete position description and application forms are available at:

City of Grand Rapids
420 N. Pokegama Ave.
Grand Rapids, MN 55744-2662
www.cityofgrandrapidsmn.com
(218) 326-7600

Please submit only the completed application form to kgibeau@ci.grand-rapids.mn.us or to City Administration in the City Hall building. **RESUMES WILL NOT BE ACCEPTED.** Application deadline is October 10, 2022 at 4:30 p.m.

We are an Equal Opportunity Employer committed to diversity and strongly encourage applications from candidates of all backgrounds.



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 12, 2022

AGENDA ITEM: Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check

PREPARED BY: Laura Pfeifer

BACKGROUND:

Accounts payable check #150443 issued to Finnly Tech Inc. on August 9, 2022 for \$2,998.00 is lost. A representative from Finnly Tech Inc. has completed an Affidavit of Lost Check for the lost check.

REQUESTED COUNCIL ACTION:

Make a motion to void lost accounts payable check #150443, issue a new check and waive bond requirements for the check issued to Finnly Tech Inc. in the amount of \$2,998.00.

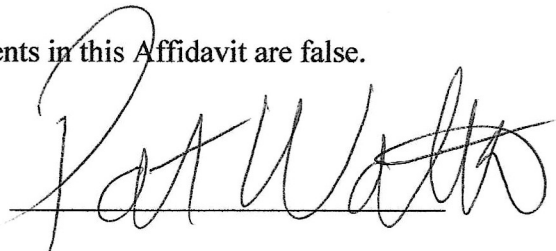
AFFIDAVIT

STATE OF) Minnesota
) SS
COUNTY OF) Itasca

Finnly Tech Inc., being first duly sworn on oath, states that he/she resided at **1810 Valdars Avenue North., Golden Valley, MN, 55427** and that he/she is the payee named in a check number **150443**, issued to **Finnly Tech Inc.**, drawn by **City of Grand Rapids** dated **August 9, 2022**, for the sum of **\$2,998.00**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:


Accounts Payable lost check

I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

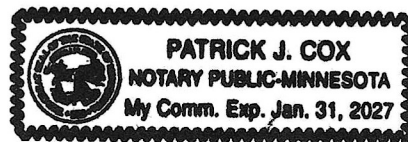
SIGNED 

Subscribed and sworn to before me

This 8th day of September, 2022.



Notary Public





CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 12th, 2022

AGENDA ITEM: Consider adopting a resolution accepting a bench donation from the Stejskal Children and Grandchildren in honor of Cyril and Anna Stejskal & Henry and Gladys Stejskal.

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City has a dedicate a bench program where citizens and organizations can purchase and donate a bench in honor of a person or persons. The Stejskal Children and Grandchildren have submitted the paperwork and fee for a bench in honor of Cyril and Anna Stejskal & Henry and Gladys Stejskal to be placed at Blandin Beach.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting a bench donation from the Stejskal Children and Grandchildren in honor of Cyril and Anna Stejskal & Henry and Gladys Stejskal.



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

BENCH DEDICATION ORDER FORM

APPLICANT (Please Print)

Name:		Janet Stejskal 224 NE 11th St Grand Rapids, MN 55744-2420
Address:		
Phone: 218-999-5621		

DEDICATION PLAQUE 2" x 12" (4 LINES)

(61 Characters per Line – Includes spaces – Includes Upper & Lower case)

Line 1:	In honor of Our grandparents and Parents
Line 2:	Cyril and Anna Stejskal & Henry and Gladys Stejskal
Line 3:	Forever in our hearts and memories
Line 4:	Stejskal Children and Grandchildren

DESIRED LOCATION OF BENCH

Forest Lake beach area

Signature of Applicant: <i>Janet Stejskal</i>	Date: 7-26-22
--	------------------

(Check Required with Order) Amount = _____

Council member introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

A RESOLUTION ACCEPTING A \$2,446.37 DONATION FOR THE INSCRIPTION
AND COST OF ONE PARK BENCH

WHEREAS, Minnesota State Statutes 465.03, states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by two-thirds majority of its members.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donation and terms of the donor as follows:

- A donation in the amount of \$2,446.37 for the inscription and cost of a park bench to be placed at Blandin Beach.

Adopted this 12th day of September 2022.

Dale Christy, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk



CITY OF
GRAND RAPIDS
 IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 9/12/2022

AGENDA ITEM: Consider allowing the Fire Department to purchase SCBAS from MacQueen Emergency Group.

PREPARED BY: Travis Cole

BACKGROUND:

The Grand Rapids Fire Department has been in need to replace our outdated SCBA's (Self Contained Breathing Apparatus) for some time now. Our current SCBA packs have reached their end life and finding parts or repair is becoming difficult. Some air packs that have been sent in for repair have been returned due to not being able to repair them. Our SCBA masks are failing apart and some FF's are not able to pass the mask fit test due to the condition of the masks.

Most of Itasca County Fire Departments have updated their SCBAs this past year and have gone to the new MSA G1 SCBA, which we have found out on fire scenes, are not compatible with our current packs. This creates challenges on mutual aid calls when we often use each other's gear to help fight fires. There have also been significant price increases on SCBAs over the past years and another round of price increases will be coming October 1st. The MSA G1 SCBAs are compatible with our current operations and equipment and we are able to utilize existing SCBA bottles that will save us a large amount of cost when updating SCBAs. The manufacture of this product is a sole source sale and only authorizes MacQueen to sell this product in our territory.

The Grand Rapids Fire Department would like to use an internal loan through the City and pay back the internal loan by using monies from our depreciation fund each year. The total price for packs, masks, batteries, chargers, and fittings to fill bottles is \$187,799.21.

REQUESTED COUNCIL ACTION:

Make a motion to allow the Grand Rapids Fire Department to use an internal loan through the City and make payments from our depreciation budget each year to pay back the internal loan for a total purchase price of \$187,799.21 from MacQueen Emergency Group.



MSA G1 2216 AIR PACKS

QUOTE PREPARED FOR:

GRAND RAPIDS FIRE DEPARTMENT

QUANTITY:	DESCRIPTION:	UNIT PRICE:	TOTAL:
	CARRIER HARNESS CONFIGURATION:		
25	MSA G1 GLOBAL SCBA FIRE SERVICE EDITION. 2018 NFPA COMPLIANT. 15 YEAR WARRANTY. ATO G1FS- 242MA2C0LAR 2 - 2216 PSIG SYSTEM OPERATING PRESSURE 4 - CGA QUICK CONNECT REMOTE CONNECTION 2 - STANDARD HARNESS WITH CHEST STRAP M - *METAL CYLINDER BAND A - *ADJUSTABLE-HEIGHT SWIVELING LUMBAR PAD 2 - SOLID COVER REGULATOR, LEFT SHOULDER C - CONTINUOUS REGULATOR HOSE 0 - NO EMERGENCY BREATHING SUPPORT L - *LEFT CHEST VOICE AMP SPEAKER MODULE A - RIGHT SHOULDER PASS W/ STANDARD CONTROL MODULE R - *RECHARGEABLE BATTERY TYPE -(1) BATTERY INCLUDED W/ EVERY CARRIER PURCHASED ** FACE PIECE AND CYLINDER PURCHASED SEPARATELY BELOW.	\$6,357.70	158,942.50
	SPARE BATTERIES AND ADAPTERS:		
12	10148741-SP LITHIUM BATTERY PACK	\$462.07	\$5,544.84.
35	10149701-SP Quick-connect adapter	\$75.58	\$2,645.30

SCBA CARRIER HARNESS OPTION(S) ONLY OFFERED BY MSA*

CYLINDER OPTION(S):			
7	MSA 10175706 G1- 2216 PSIG, 30MIN CYLINDER ASSEMBLY, CGA QUICK CONNECT REMOTE CONNECTION SUPER LITE CYLINDER	\$1,223.84	\$8,566.88

FACE PIECE:			



34	<p>MSA 10175706 G1 GLOBAL FACE PIECE FIRE SERVICE EDITION W/ INTERNAL HEADS UP DISPLAY (HUD). 2018 NFPA COMPLIANT. 15 YEAR WARRANTY. ATO G1FP- FM1M4C1</p> <p>F - FIRE SERVICE EDITION (NFPA/NIOSH) M - MEDIUM SIZE FACE PIECE BLANK 1 - HYCAR RUBBER COMPOSITION M - MEDIUM NOSE CUP 4 - 4 PT ADJUSTABLE KEVLAR HEAD HARNESS C - HEAT RESISTANT CLOTH NECK STRAP 1 - FIXED "PUSH-TO-CONNECT" REGULATOR CONNECTION</p>	\$291.09	\$9,897.06
----	--	----------	------------

	ADDITIONAL EQUIPMENT:		
2	MSA 10158385 KIT, 6-POSITION CHARGING STATION, G1 SCBA	\$813.62	\$1,627.24
1 OR MORE	MSA 10162403 QUICK CONNECTOR W/ SCBA'S INC. HE 1/4-FF-S 1/4" M NPT HEX NIPPLE, MNPT X MNPT ADAPTER FOR FILL STATION	\$576.39	\$576.39

	INITIAL IN-SERVICE FIT TESTING:		
ALL MEMBERS	INITIAL QUANTITATIVE FACE PIECE FIT TESTING (WITH PRINTED REPORT AND DIGITAL COPY) SHALL BE PROVIDED AT \$N/C FOR RECORDS. MACQUEEN EMERGENCY GROUP WILL INCLUDE VARIOUS SIZES OF FACE PIECE ASSEMBLIES TO INSURE PROPER FIT FOR ALL MEMBERS PRIOR TO THE IN-SERVICE AND USE OF ALL SCBA EQUIPMENT.	\$N/C	\$N/C
	INITIAL IN-SERVICE FLOW TESTING:		
ALL MSA G1 SCBA UNITS	INITIAL QUANTITATIVE SCBA FLOW TESTING (WITH PRINTED REPORT) SHALL BE PROVIDED AT \$N/C FOR RECORDS. EACH SCBA UNIT WILL INCLUDE (1) INITIAL QUANTITATIVE SCBA FLOW TEST REPORT DELIVERED FROM THE FACTORY WITH EACH INDIVIDUAL UNIT.	\$N/C	\$N/C
	TRAINING:		
ALL MEMBERS	IN-SERVICE SCBA TRAINING WILL BE PROVIDED BY A FACTORY TRAINED INSTRUCTOR IN A CLASSROOM SETTING DURING A TIME AGREED UPON BY THE FIRE DEPARTMENT. THIS INCLUDES A CUSTOMIZED POWER POINT PRESENTATION, AS WELL AS INDIVIDUAL HANDS-ON TRAINING UNTIL <u>EVERY MEMBER IS COMPETENT</u> ON THE COMPLETE USE OF THE SCBA. HANDS-ON TRAINING WILL INCLUDE, BUT IS NOT LIMITED TO: - EQUIPMENT FUNCTION AND OPERATION - DONNING AND DOFFING OF EQUIPMENT	\$N/C	\$N/C



	- CLEANING AND DECONTAMINATION OF EQUIPMENT - INSPECTION AND FUNCTIONAL TESTING OF EQUIPMENT - WARRANTY INFORMATION AND REPAIR/REPLACEMENT PROCEDURES A CUSTOMIZED POWER POINT FILE WILL BE PROVIDED TO THE DEPARTMENT FOR FUTURE REVIEW AS NEEDED AT \$N/C.		
	SERVICE PROVIDER INFORMATION:		
	MACQUEEN EMERGENCY GROUP HAS (2) FULL-TIME SERVICE STAFF MEMBERS AND (4) FULL-TIME SALES/ADMIN MEMBERS C.A.R.E CERTIFIED. THE SERVICE DEPARTMENT IS LOCATED CENTRALLY IN EAST BETHEL, MN. THERE IS ALSO A MOBILE MAINTENANCE UNIT THAT COVERS THE ENTIRE STATE OF MINNESOTA. ALL MAINTENANCE AND SERVICE WORK PROVIDED IS DONE EITHER ON LOCATION, OR IN THE SERVICE DEPARTMENT AT THE OFFICE. TURN-AROUND TIMES ARE DIRECTLY RELATED TO WARRANTY PART REPLACEMENT AVAILABILITY (TYPICALLY 24 TO 48 HOURS). IN THE EVENT A SCBA UNIT IS NOT ABLE TO BE REPAIRED WITHIN A REASONABLE AMOUNT OF TIME, A TEMPORARY LOANER SCBA WILL BE AVAILABLE FOR REPLACEMENT.		
	\$N/C FREIGHT AND DELIVERY	\$N/C	\$N/C
		PURCHASE TOTAL:	\$187,799.21
	MACQUEEN EMERGENCY GROUP'S RETURN POLICY:		
	*ALL RETURNS ARE SUBJECT TO MACQUEEN EMERGENCY GROUP'S RETURN POLICY - SPECIAL ORDER ITEMS CAN NOT BE CANCELLED OR RETURNED		

Date of Quotation: February 8th, 2021
Quote Expires in: 60 Days

We appreciate the opportunity to earn your Business!

MacQueen Emergency Group

14607 Felton Court Suite 109, Apple Valley, MN 55092
Phone 952-683-1054



(/)

2022 Polaris Industries RANGER 1000 Premium Onyx Black

\$17,599.00



Previous



Next

1 of 2

Key Features



Availability

Brochure

Year
\$17,599.00

Request Info

Make

Polaris Industries

Model

RANGER 1000 Premium Onyx Black

Product Features

OVERVIEW




PRODUCT SPECS



Shopping Tools



(/factory-
inspiration)  **Quote
by
Phone**

 **Make
Offer**

 **Request
Brochure**

 **Vi
Yo
Ti**



▶ Contact Us



20890 US HWY 169 S
Grand Rapids, MN 55744
218-326-9355

V# 1801899

BILL OF SALE

Deal No.: 13850
Date: 08/23/2022
Salesman: JOE JOHNSON
Name(s): GRAND RAPIDS FIRE DEPT
Address: 420 N POKEGAMA AVE
GRAND RAPIDS, MN 55744
Phone: 218-360-9702

Item 11.

HONDA YAMAHA POLARIS CAN-AM SKI-DOO SEA-DOO SPYDER

Unit Information

Stock #	N/U	Year	Make	Model	VIN #	Engine #	Amount
017492	New	2022	POLARIS	RGR 1000 PREM	4XATAE998N8017492	1205831776697	\$16,500.00

Lienholder: NONE

Trade Information

Year	Make	Model	VIN #	Miles/Hrs	Allowance
------	------	-------	-------	-----------	-----------

Lienholder:

Accessories					Purchase Agreement	
Qty	Part Number	Description	Price	Ext Price		
					Total Unit Price	\$16,500.00
					Accessories	\$0.00
					Labor	\$0.00
					Less Trade Allowance	\$0.00
					Total	\$16,500.00
					OEM Destination Fee	\$0.00
					License Fees	\$0.00
					Documentation Fee	\$0.00
					Tax	\$0.00
					MC / TRL Tax	\$0.00
					Service Contract	\$0.00
					UCC	\$0.00
					Surcharge Fee	\$0.00
					Total	\$16,500.00
					Down Payment	\$500.00
					Amount Due	\$16,000.00

12,500 - HZ
4000 - 102 - 1012
16,500
Cash

231-00-00-50-5500
on Cr. Card

Seller _____ Date 08/23/2022

Customer(s) _____ Date 08/23/2022

Any warranties on the products sold hereby are those of the manufacturer. As between this retail seller and buyer, the product is to be sold "AS IS" and the entire risk as to the quality and performance of the product is with the buyer. The seller expressly disclaims all warranties, either express or implied. Including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. This disclaimer by this seller in no way affects the terms of the manufacturer's warranty. The buyer acknowledges being so informed prior to the sale.



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 09/12/2022

AGENDA ITEM: Consider authorizing the purchase of a 2022 Polaris Ranger 1000 from Rays Sport & Cycle.

PREPARED BY: Travis Cole-Fire Chief

BACKGROUND:

The Grand Rapids Fire Department and Hazmat team would like to purchase a 2022 Polaris Ranger 1000 from Rays Sport & Cycle Grand Rapids, MN. This purchase was discussed at our last State Hazmat meeting and had been approved by the State Fire Marshal Division to utilize our hazmat compensation fund to help purchase this UTV. We would also utilize monies in our fire department public safety fund to purchase the remainder of the UTV to be able to utilize it for fire calls as well. The total price of the UTV is \$16,500. Hazmat would pay \$12,500 and the remaining \$4,000 would come from the fire departments public safety account. This purchase would not affect our regular operating budget.

REQUESTED COUNCIL ACTION:

Make a motion to authorize the purchase of a Polaris Ranger 1000 from Rays Sport & Cycle for a total purchase price of \$16,500.



CITY OF
GRAND RAPIDS
 IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 9/12/2022

AGENDA ITEM: Consider allowing the Fire Department to Submit a Request for Proposal as a Chemical Assessment Team.

PREPARED BY: Travis Cole-Fire Chief

BACKGROUND:

The Grand Rapids Fire Department has been a contracted State Chemical Assessment Team since the inception of the Hazardous Materials Regional Response Program in 1996. Every (not more than) five (5) years, the State of Minnesota requires that all contracting services go through an RFP process. This new contract term is anticipated to be from October 1, 2022 through June 30, 2024. This is to align the hazmat contracts with the state's fiscal cycle. This is a continuation of services that the GRFD has performed with the State of Minnesota since 1996.

The Chemical Assessment Team is responsible for responding to chemical-related emergencies throughout the state, as directed by the State of Minnesota. Annual funding of approximately \$60,000 for reimbursements to the Chemical Assessment Team is provided by the State of Minnesota.

REQUESTED COUNCIL ACTION:

Make a motion to allow the Grand Rapids Fire Department to submit a Request for Proposal to the State of Minnesota Department of Public Safety to function as a contracted Chemical Assessment Team, and to authorize required signatures and if awarded the contract, make a motion to accept and allow necessary signatures to execute the final contract.

State of Minnesota

Department of Public Safety



REQUEST FOR PROPOSAL

HAZARDOUS MATERIALS PROGRAM

SWIFT Event 2000013294

Date Posted: September 6, 2022

- Responses must be received not later than 4:00 p.m. Central Time on Tuesday, September 27, 2022.
- Late responses will not be considered.

Minnesota's Commitment to Diversity and Inclusion

The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.

To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to [the Office of Equity in Procurement home page, at www.mn.gov/admin/oep](http://www.mn.gov/admin/oep).

SPECIAL NOTICE: This is a Request for Proposal. It does not obligate the State of Minnesota to award a contract or complete the proposed program, and the State reserves the right to cancel this solicitation if it is considered in its best interest.

TABLE OF CONTENTS

Solicitation Content

SECTION 1 – INSTRUCTIONS TO RESPONDERS	Page 3
SECTION 2 – SUMMARY OF SCOPE	Page 4
SECTION 3 - PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION	Page 6
SECTION 4 - PROPOSAL CONTENT	Page 8
SECTION 5 - EVALUATION PROCEDURE AND CRITERIA	Page 12
SECTION 6 – SOLICITATION TERMS	Page 13

Solicitation Attachments

- Attachment A: Responder Declarations
- Attachment B: Exceptions to State's Terms and Conditions
- Attachment C: Cost Proposal
- Attachment D1: Veteran-Owned Preference Form
- Attachment D2: Workforce Certificate
- Attachment D3: Equal Pay Certificate
- Attachment E: Affirmation of Minnesota Rules, Federal Regulations and SFMD Requirements

Sample Contract

- Exhibit A: Contract Terms
- Exhibit B: Insurance Terms and Requirements
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Pricing

SECTION 1 – INSTRUCTIONS TO RESPONDERS

Steps for Completing Your Response	Follow the steps below to complete your response to this Solicitation: Step 1: Read the solicitation documents and ask questions, if any Step 2: Write your response Step 3: Submit your response
Incomplete Submittals	A response must be submitted along with any required additional documents. Incomplete responses that materially deviate from the required format and content may be rejected.

STEP 1: READ THE SOLICITATION DOCUMENT AND ASK QUESTIONS, IF ANY

How to Ask Questions	<p>The contact person (“Solicitation Administrator”) for questions is: Kevin Donnan-Marsh, Contract Manager and Officer, Department of Public Safety Email Address: Kevin.Donnan-Marsh@state.mn.us Email Subject Line: HAZMAT Program</p> <p>Questions must be emailed to the Solicitation Administrator no later than 4:00 p.m. Central Time on Monday, September 12, 2022. The State will not respond to questions submitted by fax or telephone calls. Other personnel, regardless of position, are not authorized to answer questions regarding this solicitation. All questions will be answered in an addendum to this solicitation. The Q&A addendum will be issued no later 4:00 p.m. Central Time on Wednesday, September 14, 2022.</p>
----------------------	--

STEP 2: WRITE YOUR RESPONSE

The Proposal Content section is in Section 4. Prepare a written response and supply all requested content. Responses should address the requested information and documents detailed in Section 4. **DO NOT INCLUDE** Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).

Review, sign, and include ATTACHMENT A: RESPONDER DECLARATIONS with your response.

STEP 3: SUBMIT YOUR RESPONSE

Where to Send Your Response	<p>All responses to this solicitation (termed an “Event” within SWIFT) must be submitted through SWIFT using the Supplier portal (https://mn.gov/supplier). Training and documentation on how to submit your response is available through the Supplier portal link above. Fax, e-mail, and printed responses will not be accepted or considered. All costs incurred in responding to this solicitation will be borne by the Responder. Late responses will not be considered. Responses received after End Date above will not be considered, even if errors or delays were caused by issues outside of Responders’ control. If Responder needs assistance, please contact the SWIFT Supplier Assistance Helpline at 651-201-8100, Option 1, or osphelp.line@state.mn.us.</p> <p>By submitting a response, Responder is making a binding legal offer for the period of time set forth below in Section 6.</p>
-----------------------------	---

SECTION 2 – SUMMARY OF SCOPE

1. Procurement Overview.

The State Fire Marshal Division (“SFMD”) of the Department of Public Safety (“DPS”) is seeking proposals from entities to provide services corresponding to and authorized by the “Minnesota Hazardous Materials Incident Response Act,” Minnesota Statutes §§ 299A.48 through 299A.52 and Minnesota Rules 7514.0100 through 7514.2000.

HAZMAT Teams assist local authorities by providing technical advice to local incident commanders and recommend mitigation actions necessary to protect life, property, and the environment in keeping with locally available levels of hazardous materials training and response capability. The teams also assist in developing and recommending mitigation strategies, and assist with response operations as required.

This solicitation seeks proposals from entities interested in serving as a HAZMAT Team in any of the primary Response (geographic) Areas (see #4 below).

The State anticipates awarding multiple contracts to provide services in each geographic area identified by the SFMD.

2. Goal.

The goal of the Hazardous Materials Program is to protect the citizens and businesses of Minnesota, their property, and the environment from the effects of a hazardous materials release. The goal will be accomplished with properly trained and equipped teams strategically located throughout the State who respond to hazardous materials incidents at the request of local authorities. When deployed, teams will advise, assist and support local authorities mitigate the effects of a hazard materials release.

3. Sample Tasks and Deliverables.

Contractors for HAZMAT Teams will be responsible for all terms, tasks and conditions assigned by Minnesota Statutes §§ 299A.48 through 299A.52 and Minnesota Rules 7514.0100 through 7514.2000 including but not limited to the following:

- Coordinate on-scene emergency response operations with local, state, and federal agencies, Native American sovereignties, and private response organizations utilizing the Minnesota National Incident Management System.
- Ensure team members are in compliance with the initial, continuing education and team training requirements and annually certify such compliance.
- Ensure team members are in compliance with the medical requirements of the Code of Federal Regulations and the State of Minnesota.
- Deploy teams and equipment to a hazardous materials incident within an average of fifteen (15) minutes from the time the decision is made to dispatch the team.
- Conduct a formal evaluation of the team’s response to each incident and submit a detailed report of the incident as required by Minnesota Rules.
- Designate a primary and an alternate representative to SFMD’s Hazardous Materials Emergency Response Team Program Advisory Committee, who will attend all meetings of the committee and have the authority to make recommendations on behalf of the contractor.

- Designate a primary and an alternate representative who will be trained in applying the recommended operating guidelines and other administrative procedures of the response team program. [Note: The representatives will train their other team members.]
- Maintain and store emergency response vehicles and equipment, whether leased from the state or owned by the contractor, in working order and response ready at all times.
- Submit claims for recoverable costs as required by Minnesota Rules.
- Work closely with SFMD's assets team coordinator and other SFMD personnel to complete the above tasks.

For additional information, please visit <https://www.revisor.mn.gov/statutes/?id=299A> for more information about Minnesota Statutes §§ 299A.48 through 299A.52 and <https://www.revisor.mn.gov/rules/?id=7514> for more information about Minnesota Rules 7514.0100 through 7514.2000.

4. Primary Response Areas.

The current Primary (geographic) Response Areas have been established and one (1) HAZMAT Team will be designated to each Area. Assigned areas will become the contracted teams' primary response areas. In addition, teams will be assigned a secondary response area consisting of the entire State of Minnesota in order to provide an alternate response to incidents which may occur anywhere in the state. ***The State reserves the right to modify any Primary Response Area after all the teams' locations have been finalized and at any time thereafter if it is in the best interest of the State.***

The seven geographic areas presently identified are:

- Area 1: The entire Minnesota counties of: Hubbard, Cass, Itasca, Aitkin, Crow Wing, Beltrami south of Hwy 1.
- Area 2: The entire Minnesota counties of: McLeod, Carver, Hennepin, and Scott
- Area 3: The entire Minnesota counties of: Lake of the Woods, Koochiching, Beltrami north of Hwy 1, St Louis north of Hwy 1,
- Area 4: The entire Minnesota counties of: Sibley, Brown, Nicolett, Le Sueur, Blue Earth, Waseca, Faribault, Martin, Watonwan
- Area 5: The entire Minnesota counties of: Big Stone, Swift, Lac qui Parle, Chippewa, Yellow Medicine, Renville, Lyon, Redwood, Pipestone, Murray, Cottonwood, Rock, Nobles, Jackson
- Area 6: The entire Minnesota counties of: Anoka, Isanti, Chisago, Kanabec
- Area 7: The entire Minnesota counties of: Goodhue, Wabasha, Winona, Olmstead, Dodge, Steele, Rice, Freeborn, Mower, Fillmore, Houston

SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION

1. Anticipated Contract Term.

The term of this contract is anticipated to be from October 1, 2022 through June 30, 2024.

2. Question and Answer Instructions and Period.

The question-and-answer period begins at 10:00 a.m. Central Time on Tuesday, September 6, 2022, and ends at 4:00 p.m. Central Time on Monday, September 12, 2022. The designated Solicitation Administrator for questions is:

Kevin Donnan-Marsh, Contract Manager and Officer, Department of Public Safety

Email Address: Kevin.Donnan-Marsh@state.mn.us

Email Subject Line: HAZMAT Program

Other State personnel, regardless of position, are not authorized to answer questions regarding this solicitation. Contact regarding this solicitation with anyone other than the person identified above may result in disqualification of a Responder. This provision is not intended to prevent Responders from seeking guidance from state procurement assistance programs regarding general procurement questions.

Please submit all questions via email to the above named contact by 4:00 p.m. Central Time on Monday, September 12, 2022. All questions properly submitted will be answered in an addendum to this solicitation. The Q&A addendum will be issued no later than 4:00 p.m. Central Time on Wednesday, September 14, 2022.

The State is not obligated to answer questions submitted after the question submission deadline; and the State will not respond to questions submitted by fax or telephone calls or to persons other than the authorized individual above.

If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the solicitation, please immediately notify the contact person above via email of such error and request modification or clarification of the document in the Q&A addendum.

3. Response Submission Instructions.

All responses to this solicitation (termed an “Event” within SWIFT) must be submitted through SWIFT using the Supplier portal (<https://mn.gov/mmb/accounting/swift/vendor-resources/>) and received in SWIFT no later than the Event End Date and time as set forth in the SWIFT Event Details applicable to this solicitation.

Responses received after the End Date will not be considered, even if errors or delays were caused by issues outside of Responders’ control. The State shall not be responsible for any errors or delays caused by technology-related issues, even if they are caused by the State.

Training and documentation on how to submit a proposal is available through the Supplier portal link above. If a Responder needs assistance, please contact the SWIFT Vendor Assistance HelpLine at 651.201.8100, Option 1, or email osphep.line@state.mn.us.

Late responses will not be considered. Fax, e-mail, and printed responses will not be accepted or considered. All costs incurred in responding to this solicitation shall be borne by the Responder.

All responses must include the following separately attached documents, unless otherwise specified:

- a Technical Proposal; and
- a Cost Proposal, which must be submitted separately from the Technical Proposal unless instructed otherwise.
- **DO NOT INCLUDE** Non-Public/Trade Secret data (as defined by Minnesota Statutes § 13.37).

Interested Responders may begin preparing and entering their response into SWIFT as soon as they have downloaded the solicitation document. Electronic submissions to the State will be accepted beginning on the SWIFT Start Date for this solicitation.

Cost Proposals (Attachment C) must be loaded into SWIFT as a separate document from the technical proposal. **See SWIFT Event for additional information.** Cost proposals will not be reviewed by the evaluation team prior to the technical scores being finalized.

Conciseness/Completeness of Proposal. It is highly desirable that the Responder submit its proposal in a complete, and concise manner. It is the Responder's sole responsibility to submit information as it relates to the evaluation categories. The State of Minnesota is under no obligation to solicit such information if it is not included in the response. The Responder's failure to submit such information may cause an adverse effect on the evaluation of its response. Unnecessary information should be excluded from the response.

IMPORTANT NOTE: If a Responder is reviewing this solicitation in the SWIFT system or downloaded the solicitation from the SWIFT system, then the Responder is already a registered supplier with the State.

If a Responder is reviewing this solicitation in paper form, then the Responder may need to register as a supplier by going to <https://mn.gov/mmb/accounting/swift/vendor-resources/>. For new suppliers, please note that approval of a registration may take 3–4 business days. If assistance is needed in completing the registration process, please contact the SWIFT Vendor Assistance Helpline at 651-201-8100, Option 1, or osphelp.line@state.mn.us.

4. Vendor SWIFT Registration.

Prior to doing business with the State of Minnesota, the State requires all suppliers to be registered in Statewide Integrated Financial Tools (SWIFT), the State's automated financial and contract system. If a Responder has not registered in SWIFT and received a unique ten-digit SWIFT supplier number, the Responder must register as a supplier by going to <https://mn.gov/mmb/accounting/swift/vendor-resources/>. Please note approval of a registration by Minnesota Management and Budget may take 3-4 business days. If assistance is needed to complete the registration process, please contact the SWIFT Vendor Assistance Helpline at 651-201-8100, Option 1, or osphelp.line@state.mn.us.

SECTION 4 – PROPOSAL CONTENT

Provide two separate proposals, a technical proposal and a cost proposal. Technical proposals will be evaluated according to responses in the following areas. Do not include any cost information in the Technical Proposal unless instructed otherwise.

Technical Proposal. Please be certain each of the following 13 sections are clearly identified with the same “headings” as those provided below.

1. Composition of the Proposed Team and Point of Contact for Contract Administration

Identify the following:

- Responder’s full legal name, e.g. City of San Diego acting on behalf of its Fire Department, or ABC HAZMAT, Incorporated
- Mailing address
- Street address if different than mailing address
- Name and title of the responder’s authorized representative, e.g. John Jones, Fire Chief, or Sally Johnson, President. This is the individual to whom SFMD will direct any questions about a submitted Proposal
- Primary daytime telephone number of responder’s authorized representative
- Direct email address of responder’s authorized representative

2. Point of Contact for Team Dispatch

Identify a single point of contact that will be used to dispatch the team including:

- Identification of the name of the dispatch center
- Mailing address
- Street address if different than mailing address
- Direct 24-hour emergency telephone phone number (Note: must be a non-911 number)
- Direct non-emergency telephone number
- Name, title, mailing address and direct daytime telephone number of the person responsible for the center’s operation

3. Employer Designation

Identify by legal name the employer responsible for the team members’ requirements as established in Minnesota Rules Chapter 7514 for any contract which may result from submission of a proposal. If this information is the same as identified in Section 2 above, responder may note “Same as #1 above.”

4. Membership of the Proposed Team

- a. Affirm [see Attachment E] composition of the Responder’s proposed team. A response team **must be composed** of at least nine (9) qualified members (Minnesota Rules 7514.0800, subpart 3). The Commissioner of Public Safety may permit a HAZMAT Team to be composed of fewer than nine (9) members when the team’s employer can demonstrate that three (3) members of the team will be available to respond at all times. (Minnesota Rules 7514.0800, subpart 4).
- b. Identify the **total number** of persons, by level of training, who will serve as members of the proposed team. For a team composed of more than one legal entity, identify the number of persons from each organizational affiliation who will serve as members of the team.

Special Note: Any responder requesting a waiver of the minimum number of required personnel must include in its proposal sufficient documentation to justify a requesting waiver from the Commissioner of

Public Safety and the SFMD.

5. Team Member Training

Affirm [see Attachment E] that current or proposed hazardous materials training provided to team members **meets the requirements** of Code of Federal Regulations, title 29, section 1910.120, and is in substantial compliance with NFPA 470, 472, 473, 1072 and, where applicable, NFPA 475.

6. Staffing Plan for Minimum Number of Response Personnel

When responding as a Materials Emergency Response Team, at least five (5) of the nine (9) members **must be certified** by the employer at the highest level of hazardous materials training (currently established at the specialist level) as defined by Code of Federal Regulations, title 29, section 1910.120. The one (1) member assigned to provide medical support to the team on each response **must be certified** by the employer at a minimum of the operations level as defined by Code of Federal Regulations, title 29, section 1940.120. The remaining three (3) members **must be certified** by the employer at a minimum of the technical level as defined by Code of Federal Regulations, title 29, section 1910.120 (Minnesota Rules 7514.0800. subpart 5).

HAZMAT Teams **must** have three (3) members available for response at all times (Minnesota Rules 7514.0800, subpart 3) but may propose to respond to each incident with up to five (5) persons. Responders **must state in their proposal** the number of persons who will respond. The agreed-upon number will be identified in a contract. The State will pay the contractor based on the agreed-upon number members in order to recover the costs related to that number of personnel from the party responsible for the incident.

Affirm [see Attachment E] the proposed team's plan for scheduling and maintaining the minimum required level of staffing. Identify the number of team members that will respond to each incident as a HAZMAT Team and identify the minimum level of training of the personnel responding to each incident.

7. Geographic Location of the Proposed Team

Describe the location(s) of the proposed team(s) and proximity to the primary response area.

Respondents should identify by street address(es) and city(ies) the location(s) of the proposed team(s), including the location(s) of all stations from which the team(s) may respond. Teams composed of more than one entity should identify the location of each team.

8. Team Experience

Describe the team's experience responding to hazardous material incidents, including the number of years the team has been in existence. Experience should also be described by providing documentation of the number of incidents demonstrating the Team's technical experience with a variety of hazardous materials.

9. Existing Proposed Training and Exercise Programs

Describe the team's existing and proposed training, continuing education and exercise training programs. To describe existing exercise training program(s), include a list of hazardous materials exercises for calendar years 2018, 2019, 2020, 2021, 2022 in which the team has played an active role as a participant.

Identify the source(s) which provide(s) existing and proposed training, continuing education and exercise training programs. Describe how the team(s) proposes to participate in exercise training programs conducted by local authorities in the primary response area. Include a statement which describes the extent to which the team(s) plans to participate in hazardous materials exercises conducted by local authorities in

the team's primary response area.

Special Note: A portion of the training funds available to the team(s) may be used to cover costs associated with exercises taking place outside the team's geographic jurisdiction.

10. Team Development

Affirm [see Attachment E] team will meet the minimum standards required by Minnesota Rules Chapter 7574. Include, if applicable, an estimate of the time period necessary for further development to bring the team up to the training standard where it will be ready to respond. Items that may be addressed in this section include the time period necessary to train team personnel to meet the minimum standards required by Minnesota Rules Chapter 7574, and/or acquiring necessary equipment and vehicles.

11. Direct and Indirect Support

The Hazardous Materials Program exists as a partnership between the State, business and industry, and the regional teams. The State, business and industry, participate in this partnership by providing funding and equipment to support the response to hazardous materials incidents whether they occur within or outside its geographic jurisdiction.

Describe any direct or indirect contributions the responder proposes to provide in support of the team including an estimated total monetary value of proposed direct and indirect support. Examples of direct contributions include but are not limited to: funding for personnel costs, supplies and equipment, training, personnel medical costs, administrative costs and vehicle and equipment maintenance costs provided by the contractor in addition to the potential contractor compensation provided by the State. Examples of indirect contributions include office space, office furniture and use of office equipment such as computers and copy machines.

Include, if applicable, a statement that state funding received from a contract resulting from this proposal will be used to supplant local funding for hazardous materials emergency response.

12. Deployment Time

Identify an estimate of the total time in minutes or hours needed for deployment of the team(s).

13. Response Time

Identify an estimated response time in minutes or hours, when traveling under favorable weather conditions, to the anticipated furthest point of the primary response area.

14. Response Equipment and Vehicles

List all hazardous materials response supplies and equipment, vehicle(s) and equipment trailer(s) currently owned, leased or otherwise available to the Responder. List of vehicle(s) and equipment trailer(s) should include make, model and storage location of the vehicle(s) and trailer(s).

Affirm [see Attachment E] the Responder will maintain all equipment, vehicle(s) and trailer(s) in proper operating condition; and store the equipment, vehicle(s), and trailer(s) in a climate- and temperature-controlled facility (see Note below).

Note About Vehicles: The State will provide one (1) emergency response vehicle and one (1) equipment trailer to contract awardees as required. Vehicles and trailers purchased by the State will be loaned to the

awardee for the term of the contract. Program teams, subject to written pre-approval by the State, may also propose: 1) the use of an existing vehicle or trailer; or 2) the awardee's own purchase of its vehicle and/or trailer subject to Minnesota Rules 7514.1400.

Note About Storage: The contract awardee is required to provide climate- and temperature-controlled storage for any equipment, vehicle and trailer used by the Team. Available funding will be included in the contract to cover 100% or a portion of the equipment, vehicle and trailer maintenance but the contract will not provide for construction or a climate- and temperature-controlled storage facility nor will the contract provide for renovation of an existing storage facility to fulfill the climate- and temperature-controlled requirement.

Cost Proposal

Using "Attachment C: Cost Proposal" attached to this solicitation, identify your *estimated* costs for each of the following periods:

October 1, 2022 through June 30, 2023

July 1, 2023 through June 30, 2024

Teams will be paid by the State for the following costs in each year of the contract associated with:

- A. Capital Equipment. Annual cost of capital equipment purchases including vehicles.
- B. Training. Annual cost of training team personnel, excluding exercise training.
- C. Medical Examinations. Annual cost of medical examinations for team personnel.
- D. Consumable Supplies. Annual cost of consumable supplies.
- E. Administration/Overhead. Annual cost of administrative overhead.
- F. Maintenance. Annual maintenance costs.

Required and Optional Documents

Submit the following documents attached to this solicitation:

1. Attachment A: Responder Declarations (required)
2. Attachment B: Exceptions to State's Terms and Conditions (required)
3. Attachment D1: Veteran-Owned Preference Form (optional; if applicable)
4. Attachment D2: Workforce Certificate (required)
5. Attachment D3: Equal Pay Certificate (required)
6. Attachment E: Affirmation of Minnesota Rules, Federal Regulations and SFMD Requirements (required)

DO NOT INCLUDE Non-Public/Trade Secret data (as defined by Minn. Stat. § 13.37).

SECTION 5 – EVALUATION PROCEDURE AND CRITERIA

The State will conduct an evaluation of responses to this Solicitation. The evaluations will be conducted in three phases:

- Phase 1 - Review responses for responsiveness and pass/fail requirements
- Phase 2 - Evaluate responses
- Phase 3 - Select finalist(s)

Phase 1: Responsiveness and Pass/Fail Requirements.

The purpose of this phase is to determine if each response complies with mandatory requirements. The State will first review each proposal for responsiveness to determine if the Responder satisfies all mandatory requirements. The State will evaluate these requirements on a pass/fail basis.

Mandatory Requirements. The following will be considered on a pass/fail basis:

- Responses must be received by the due date and time specified in this RFP.
- Responder has signed and submitted Attachment E.

Phase 2: Evaluate Responses.

Only those responses found to have met Phase 1 criteria will be considered in Phase 2.

The factors and weighting on which responses will be evaluated are:

Technical Proposal (700 points)

1. Tech Proposal #4, Membership of the Proposed Team	150 points
2. Tech Proposal #7, Geographic Location of the Proposed Team	50 points
3. Tech Proposal #8, Team Experience	175 points
4. Tech Proposal #9, Existing Proposed Training and Exercise Programs	25 points
5. Tech Proposal #11, Direct and Indirect Support	75 points
6. Tech Proposal #12, Deployment Time	150 points
7. Tech Proposal #13, Response Time	75 points
Cost Detail	<u>300 points</u>
Sub-Total	1,000 points
Preference Points (if applicable)	60 points
Total	1,060 points

Preference points are described under Section 6 and will be applied to the total score after points have been awarded.

Phase 3: Select Finalist(s).

Only those responses that have been evaluated under Phase 2 shall be eligible for Phase 3.

The State will make its selection based on best value as determined by this evaluation process. The State reserves the right to pursue negotiations on any exception taken to the State’s standard terms and conditions. In the event that negotiated terms cannot be reached, the State reserves the right to terminate negotiations and begin negotiating with the next highest scoring Responder or take other actions as the State deems appropriate. If the State anticipates multiple awards, the State reserves the right to negotiate with more than one Responder.

It is anticipated that the evaluation and selection will be completed by September 30, 2022.

SECTION 6 – SOLICITATION TERMS

1. **Competition in Responding.**

The State desires open and fair competition. Questions from Responders regarding any of the requirements of the Solicitation must be submitted via email to the Solicitation Administrator listed in the Solicitation before the due date and time. If changes are made the State will issue an addendum.

Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

2. **Addenda to the Solicitation.**

Changes to the Solicitation will be made by addendum with notification and posted in the same manner as the original Solicitation. Any addenda issued will become part of the Solicitation.

3. **Data Security - Foreign Outsourcing of Work is Prohibited.**

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States.

4. **Joint Ventures.**

The State allows joint ventures among groups of Responders when responding to the solicitation. However, one Responder must submit a response on behalf of all the others in the group. The Responder that submits the response will be considered legally responsible for the response (and the contract, if awarded).

5. **Withdrawing Response.**

A Responder may withdraw its response prior to the due date and time of the Solicitation. For solicitations in the SWIFT Supplier Portal, a Responder may withdraw its response from the SWIFT Supplier Portal. For solicitations done any other way, a Responder may withdraw its response by notifying the Solicitation Administrator in writing of the desire to withdraw.

After the due date and time of this Solicitation, a Responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to the Solicitation Administrator within a reasonable time and prior to the State's detrimental reliance on the response.

6. **Rights Reserved.**

The State reserves the right to:

- Reject any and all responses received;
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Negotiate with the highest scoring Responder[s];
- Terminate negotiations and select the next response providing the best value for the State;
- Consider documented past performance resulting from a State contract may be considered in the evaluation process;
- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Interview key personnel or references;

- Request a best and final offer from one or more Responders;
- Request additional information;
- Use estimated usage or scenarios for the purpose of conducting pricing evaluations; and
- Modify scenarios, and to request or add additional scenarios for the evaluation.

7. Samples and Demonstrations.

Upon request, Responders are to provide samples to the State at no charge. Except for those destroyed or mutilated in testing, the State will return samples if requested and at the Responder's expense. All costs to conduct and associated with a demonstration will be the sole responsibility of the Responder.

8. Responses are Nonpublic during Evaluation Process.

All materials submitted in response to this Solicitation will become property of the State. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating a contract with the selected Responder. The State will notify all Responders in writing of the evaluation results.

9. Trade Secret Information.

- 9.1** Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37.
- 9.2** In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the data, and any and all costs connected with that defense.
- 9.3** The State does not consider cost or prices to be trade secret material, as defined by Minn. Stat. § 13.37.
- 9.4** A Responder may present and discuss trade secret information during an interview or demonstration with the State, if applicable.

10. Conditions of Offer.

Unless otherwise approved in writing by the State, Responder's cost proposal and all terms offered in its response that pertain to the completion of professional and technical services will remain firm for 180 days, until they are accepted or rejected by the State, or they are changed by further negotiations with the State prior to contract execution.

11. Award.

Any award that may result from this solicitation will be based upon the total accumulated points as established in the solicitation. The State reserves the right to award this solicitation to a single Responder, or to multiple Responders, whichever is in the best interest of the State, providing each Responder is in compliance with all terms and conditions of the solicitation. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State.

12. Requirements Prior to Contract Execution.

Prior to contract execution, a Responder receiving a contract award must comply with any submittal requests. A submittal request may include, but is not limited to, a Certificate of Insurance.

ATTACHMENT A: RESPONDER DECLARATIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.
- B. Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- C. Non-Collusion Certification.**
1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and
 2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

- D. Organizational Conflicts of Interest.** To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,
1. a vendor is unable or potentially unable to render impartial assistance or advice to the State;
 2. the vendor's objectivity in performing the contract work is or might be otherwise impaired; or
 3. the vendor has an unfair competitive advantage.

If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State's Chief Procurement Officer which must include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the Office of State Procurement, the State may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.

- E. Certification Regarding Lobbying.** For State of Minnesota Contracts and Grants over \$100,000, the undersigned 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 any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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 and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

F. Copyrighted Material Waiver. By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.

G. Diverse Spend Reporting. The Sample Contract contains a clause for Diverse Spend Reporting. When this clause applies, Contractor will be required to register in a free portal to report diverse spend.

Please see [Diverse Spend Reporting Frequently Asked Questions](#) for additional information.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Responder Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

Email Address: _____

ATTACHMENT B: EXCEPTIONS TO STATE’S TERMS AND CONDITIONS

The State presumes a Responder agrees to the terms and conditions of this solicitation unless a Responder takes specific exception to one or more of the conditions on this form.

The State reserves the right to reject, negotiate, or accept any exception listed to the State’s terms and conditions (including those found in the attached Sample Contract).

INSTRUCTIONS: A Responder must explicitly list all exceptions to State’s terms and conditions, if any (including those found in the attached Sample Contract). Reference the clause number and page number of the State's term and condition for each of a Responder’s exceptions. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their response. *(Add additional pages if necessary.)*

Clause and Page Number	Suggested Change to Clause	Explanation or Justification

By signing this form, I acknowledge that the above-named Responder accepts, without qualification, all terms and conditions stated in this solicitation (including the sample contract) except those clearly outlined as exceptions above.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT C: COST PROPOSAL

Using "Attachment C: Cost Proposal," identify your **estimated** costs for each of the following periods:

October 1, 2022 through June 30, 2023

July 1, 2023 through June 30, 2024

Teams will be paid by the State for the following costs in each year of the contract associated with:

- A. Capital Equipment. Annual cost of capital equipment purchases including vehicles.
- B. Training. Annual cost of training team personnel, excluding exercise training.
- C. Medical Examinations. Annual cost of medical examinations for team personnel.
- D. Consumable Supplies. Annual cost of consumable supplies.
- E. Administration/Overhead. Annual cost of administrative overhead.
- F. Maintenance. Annual maintenance costs.

ATTACHMENT D1: VETERAN-OWNED PREFERENCE FORM
[Optional; complete and submit if applicable.]
STATE OF MINNESOTA

Unless a greater preference is applicable and allowed by law, in accordance with Minn. Stat. §16C.16, subd. 6a, the State will award a 6% preference on State procurement to certified small businesses that are majority owned and operated by veterans.

Veteran-Owned Preference Requirements - See Minn. Stat. § 16C.19(d):

1. The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

2. The principal place of business is in Minnesota AND the United States Department of Veterans Affairs verifies the business as being a veteran-owned or service-disabled veteran-owned small business under Public Law 109-461 and Code of Federal Regulations, title 38, part 74 (Supported By Documentation).

Statutory requirements and appropriate documentation must be met **by the solicitation response due date and time** to be awarded the veteran-owned preference.

Claim the Preference. By signing below, I confirm that:

My company is claiming the veteran-owned preference afforded by Minn. Stat. § 16C.16, subd. 6a. By making this claim, I verify that:

- The business has been certified by the Office of Equity in Procurement as being a veteran-owned or service-disabled veteran-owned small business.

or

- My company’s principal place of business is in Minnesota **and** the United States Department of Veteran’s Affairs verifies my company as being a veteran-owned or service-disabled veteran-owned small business (Supported By Attached Documentation)

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

Attach documentation, sign, and return this form with your solicitation response to claim the veteran-owned preference.

**ATTACHMENT D2: WORKFORCE CERTIFICATE
STATE OF MINNESOTA**

Information required for ALL bids or proposals that could exceed \$100,000

Complete Box A or B of this form, and sign and return it with your bid or proposal. A Workforce Certificate or exemption from the Minnesota Department of Human Rights (MDHR) is required to execute a contract in excess of \$100,000 under Minn. Stat. §363A.36.

BOX A – COMPANIES that have employed 40 or more full-time employees in this state or a state where the business has its primary place of business on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).
- Our company does not yet have a Workforce Certificate, but we acknowledge that a Workforce Certificate is required before a contract in excess of \$100,000 can be executed with the State of Minnesota or other covered entities.

BOX B – EXEMPT COMPANIES that have not employed 40 or more full-time employees on a single working day in Minnesota or any state where it has its primary place of business during the previous 12 months, check option below if applicable:

- We attest to MDHR that we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed.
Send to compliance.MDHR@state.mn.us.

Signature

By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company	Authorized Signature
Date	Printed Name
Phone Number	Title

For assistance with this form, contact:
 Minnesota Department of Human Rights
 Web: <http://mn.gov/mdhr/>
 Email: compliance.mdhr@state.mn.us
 Rev. 7/21
 DPS RFP (rev. 6-8-2022)

Toll Free: 1-800-657-3704
 MN Relay: 711/ 1-800-627-3529

**ATTACHMENT D3: EQUAL PAY CERTIFICATE
STATE OF MINNESOTA**

If your response could be in excess of \$500,000, please complete and submit this form with your submission. **It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document with your submission.** Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

Option A – If you have employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the applicable box below:

- Attached is our current MDHR Equal Pay Certificate.
- Attached is MDHR’s confirmation of our Equal Pay Certificate application.

Option B – If you have not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the box below.

- We are exempt. We agree that if we are selected we will submit to MDHR within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to compliance.MDHR@state.mn.us.

The State of Minnesota reserves the right to request additional information from you. **If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.**

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.

Authorized Signature	Printed Name	Title
----------------------	--------------	-------

Organization	MN/FED Tax ID#	Date
--------------	----------------	------

Issuing Entity	Project # or Lease Address
----------------	----------------------------

ATTACHMENT E: AFFIRMATION OF MINNESOTA RULES, FEDERAL REGULATIONS AND SFMD REQUIREMENTS
[See SECTION 4 – PROPOSAL CONTENT]

- 4. Membership of the Proposed Team.** Responder affirms it has read Minnesota Rule 7514.0800, subparts 3 and 4, and understands the minimum requirements identified by the Rule.
- 5. Team Member Training.** Responder affirms it has read and understands the Code of Federal Regulations, title 29, section 1910.120, and is in substantial compliance with NFPA 470, 472, 473, 1072 and, where applicable, NFPA 475.
- 6. Staffing Plan for Minimum Number of Response Personnel.** Responder affirms it has read Code of Federal Regulations, title 29, section 1910.120, Code of Federal Regulations, title 29, section 1940.120, and Minnesota Rule 7514.0800, subpart 5, and understands the minimum requirements identified by the Codes and Rule.
- 10. Team Development.** Responder affirms it has read Minnesota Rules Chapter 7475 and understands the minimum requirements identified by the Chapter.
- 14. Response Equipment and Vehicles.** Responder affirms it has read Minnesota Rule 7514.1400 and understands the minimum requirements identified by the Rule. Responder also acknowledge the State’s and State Fire Marshal’s requirement that all vehicles, trailers and equipment pursuant to this solicitation and resulting contract will be stored in a climate- and temperature-controlled facility.

By signing this form, Responder affirms the above and certifies it will comply with all applicable federal regulations, state rules, and State and State Fire Marshal requirements identified above.

Responder Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

Email Address: _____

IMPORTANT NOTE TO RESPONDERS: If you take exception to any of the terms, conditions or language in the contract, identify those exceptions in ATTACHMENT B: EXCEPTION TO STATE’S TERMS AND CONDITIONS.



State of Minnesota Contract

SWIFT Contract No.:

This Contract is between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the [insert name of division here, e.g. State Fire Marshal] division (“State”), and [insert full legal name of Contractor here, e.g. John Jones; ABC Corporation; XYZ Company, LLC, dba KLM] whose designated business address is [insert Contractor’s full business street address here] (“Contractor”). The State and Contractor may be referred to jointly as “Parties.”

Recitals

1. State issued a solicitation identified as Event [insert SWIFT or Quick Call Event Number here] on [insert solicitation date here] for [insert brief narrative describing purpose of solicitation] (“Solicitation”); and
2. Contractor provided a response to the Solicitation indicating its interest in and ability to provide the services requested in the Solicitation; and
3. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Contract

1. Term of Contract

- 1.1 Effective Date. [Spell out full date, e.g. January 1, 2022], or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin work.
- 1.2 Expiration Date. [Spell out full date, e.g. March 30, 2023], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Contractor’s Duties

The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

The Contractor, who is not a State employee, shall:

[List the Contractor’s duties, deliverables, and completion dates with precise detail here.]

3. Representations and Warranties

- 3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law [Insert additional statutory authorization if necessary], the State is empowered to engage such assistance as deemed necessary.
- 3.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.
- 3.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

4. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

5. Consideration and Payment

- 5.1 Consideration. The State will pay for performance by the Contractor under this Contract as follows:
- 5.1.1 Compensation. The Contractor will be paid [Explain how the Contractor will be paid].
- 5.1.2 Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Contract will not exceed [Insert total amount of travel budget here. If none, insert \$0.00]; provided that the Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated into this Contract by reference. The Contractor 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.
- 5.1.3 Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed [Insert total financial obligation here. This must be the combined total of compensation and travel expenses, if applicable.]
- 5.2 Payment.
- 5.2.1 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed, and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: [Example: "upon completion of the services," or if there are specific deliverables, list how much will be paid for each deliverable. The State does not pay merely for the passage of time; all payments must be tied to the completion of work.]
- 5.2.2 Retainage. Under Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State. The balance due will be paid when the State determines that the Contractor has satisfactorily fulfilled all the terms of this Contract.
- 5.2.3 Conditions of Payment. All services delivered by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor 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 Representatives

6.1 State’s Authorized Representative.

The State's Authorized Representative is the individual below, or his/her successor, and has the responsibility to monitor the Contractor’s performance.

Name:
Address: Department of Public Safety; [insert name of division here]

Telephone:
Email Address:

6.2 Contractor’s Authorized Representative.

The Contractor's Authorized Representative is the individual below, or his/her successor. If the Contractor’s Authorized Representative changes at any time during this Contract, the Contractor must notify the State in writing/email within ten (10) business days.

Name:
Address:

Telephone:
Email Address:

7. Exhibits

The following Exhibits are attached and incorporated into this Contract. In the event of a conflict between the terms of this Contract and its Exhibits, or between Exhibits, the order of precedence is first the Contract, and then in the following order:

- Exhibit A: Contract Terms
- Exhibit B: Insurance Terms and Requirements
- Exhibit C: Specifications, Duties, and Scope of Work
- Exhibit D: Pricing

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

1. State Encumbrance Verification
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print name: _____

Signature: _____

Title: _____ Date: _____

SWIFT PO Number: _____

3. State: Department of Public Safety; State Fire Marshal Division
With delegated authority

Print name: _____

Signature: _____

Title: _____ Date: _____

2. Contractor: [insert full legal name here]
The Contractor certifies that the appropriate person has executed this Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration
As delegated to the Office of State Procurement

Print name: _____

Signature: _____

Title: _____ Date: _____

Exhibit A: Contract Terms

1. Prompt Payment and Invoicing

Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124 which requires payment within 30 days following receipt of an undisputed invoice or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” The payment will only be made for services actually performed that have been accepted by the State’s Authorized Representative, and that meet all terms, conditions, and specifications of the Contract and the solicitation document.

2. Assignment, Amendments, Waiver, and Contract Complete

- 2.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 2.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 2.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.
- 2.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

3. Termination

- 3.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days’ written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 3.2 Termination for Breach. The State may terminate this Contract, with cause, upon 30 days’ written notice to Contractor of the alleged breach and opportunity to cure. If after 30 days, the alleged breach has not been remedied, the State may immediately terminate the Contract.
- 3.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source, or if funding cannot be continued at a level sufficient to allow for payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated 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 Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State’s receiving notice.

4. Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must

provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

5. Indemnification

5.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

5.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6. Governing Law, Jurisdiction, and Venue

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

7. Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States.

8. Subcontracting and Subcontract Payment

8.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. During this Contract, if a subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

8.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

9. Data Disclosure

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the

payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

10. Government Data Practices

The Contractor 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 Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

11. Intellectual Property Rights

11.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

11.1.1 "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 Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

11.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

11.1.3 "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 Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

11.2 Ownership. 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 Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor 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 Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor 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.

11.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

11.4 Obligations.

11.4.1 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 Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor 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.

- 11.4.2 Representation. The Contractor 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 Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.
- 11.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor'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 Contractor 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 Contractor's or the State's opinion is likely to arise, the Contractor 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.

12. Copyright

The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

13. Contractor's Documents

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

14. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six (6) years from the expiration or termination of this Contract.

15. Diverse Spend Reporting

If the total value of this Contract may exceed \$500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

16. Publicity and Endorsement

16.1 Publicity. Any publicity regarding the subject matter of this Contract 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, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

16.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

17. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

18. Contingency Fees Prohibited

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

19. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053)

If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

20. Non-discrimination (in accordance with Minn. Stat. § 181.59)

The Contractor will comply with the provisions of Minn. Stat. § 181.59.

21. E-Verify Certification (in accordance with Minn. Stat. § 16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications

and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

22. Affirmative Action Requirements

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

- 22.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.
- 22.2 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 22.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- 22.3.1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 22.3.2 The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 22.3.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 22.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- 22.3.5 The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 22.4 Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a

certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

22.5 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

23. Equal Pay Certification

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

24. IT Accessibility Standard

If applicable, Contractor acknowledges and is fully aware that the State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: <https://mn.gov/mnit/government/policies/accessibility/>.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its products comply with the above-mentioned accessibility standards and agrees to indemnify, defend, and hold harmless the State against any claims related to non-compliance of Contractor's product with the above-mentioned accessibility standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

25. Nonvisual Access Standards

Pursuant to Minn. Stat. § 16C.145, the Contractor must comply with the following nonvisual technology access standards to the extent required by law:

- That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means; and
- That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact; and
- That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

- That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired; and
- Executive branch state agencies subject to Minn. Stat. § 16E.03, subd. 9, are not required to include nonvisual technology access standards developed under this Section in contracts for the procurement of information technology.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

26. **Survival of Terms**

The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that expressly states or by its nature shall survive, shall survive.

Exhibit B: Insurance Terms and Requirements

1. Notice to Contractor

- 1.1 The Contractor is required, if requested by the State, to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.
- 1.2 Contractor shall not commence work under the Contract until it has obtained all the insurance described below. Contractor shall maintain such insurance in force and effect throughout the term of this Contract.
- 1.3 The failure of the Contractor to provide a Certificate of Insurance, if requested by the State, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.
- 1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

2. Notice to Insurer

- 2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 2.2 Insurance certificates, if requested by the State, shall be addressed as follows:
 John Kreuser, State Emergency Response Teams Coordinator
John.Kreuser@state.mn.us

3. Additional Insurance Conditions. The following apply to the Contractor or the Contractor's subcontractor:

- 3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.
- 3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State.
- 3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles.
- 3.4 If Contractor is self-insured, a Certificate of Self-Insurance shall be submitted to the State prior to beginning work pursuant to this Contract.
- 3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.
- 3.6 Contractor's insurance companies must either: (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota; or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.
- 3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

\$2,000,000 – per occurrence
 \$2,000,000 – annual aggregate
 \$2,000,000 – annual aggregate – applying to Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
 Personal and Advertising Injury
 Blanket Contractual Liability
 Products and Completed Operations Liability

State of Minnesota named as an Additional Insured, to the extent permitted by law

- 4.2 **Commercial Automobile Liability Insurance.** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of the subcontractor's insurance shall be filed with the Contractor.

- 4.3 **Workers' Compensation Insurance.** Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

\$100,000 – Bodily Injury by Disease per employee
 \$500,000 – Bodily Injury by Disease aggregate
 \$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the Contract the Contractor is required to provide Workers' Compensation Insurance, the Contractor must comply with the

Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

- 4.4 **Professional Liability, Errors, and Omissions Insurance.** This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 - per claim or event

\$2,000,000 - annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

Exhibit C: Specifications, Duties, and Scope of Work
[Delete Exhibit if Contractor's duties are described in Contract Section 2]

Exhibit D: Pricing

[Delete Exhibit if payment is described in Contract Section 5]

Council member introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

A RESOLUTION ACCEPTING A \$500.00 DONATION FROM REIF ARTS COUNCIL TO THE GRAND RAPIDS' POLICE DEPARTMENT RESERVE PROGRAM FOR EXPENDITURES

WHEREAS, Minnesota State Statutes 465.03, states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by two-thirds majority of its members,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donation and terms of the donors as follows:

- Reif Arts Council has donated \$500.00 to the Grand Rapids Police Department for Police Reserve Expenditures

Adopted this 12th day of September, 2022

Dale Christy, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

Councilmember seconded the foregoing resolution and the following voted in favor thereof: ; and the following voted against same: None, whereby the resolution was declared duly passed and adopted.



CITY OF
GRAND RAPIDS
 IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 12, 2022

AGENDA ITEM: Consider adopting a resolution to accept a \$500 donation from the Reif Arts Council, for the Grand Rapids Police Reserve Unit, for volunteer services at Grand Jam 2022.

PREPARED BY: Captain Andy Morgan

BACKGROUND:

Grand Rapids Police Reserve Unit is comprised of fifteen (15) civilian volunteers that are unlicensed officers. The Reserves volunteer several hundred hours per year, providing security at the yearly Tall Timber Days, Car show and Swap, Itasca County Fair, National Night Out, High School games, 4th July fireworks, Polar Plunge and other community events. They also volunteer several hours a year doing rides along with licensed officers and have assisted in searches for missing or lost persons. The Grand Rapids Police Reserve Unit is a truly valued aspect of GRPD that seldom receives the credit they deserve.

On July 23, 2022 Reif Center hosted Grand Jam 2022 at the Itasca County Fairgrounds. The gathering was a great community event and was attended by over 1,751 people. Grand Rapids Police Department partnered with the Reif in providing a police presence. Full-time staff and volunteering Reserve Officers assisted in establishing a safe environment for all to enjoy a day full of music.

Recognizing the value of the service, the Reif Arts Council showed unsolicited appreciation to the Grand Rapids Police Reserve Unit by donating \$500.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution to accept a \$500 donation from the Reif Arts Council, for the Grand Rapids Police Reserve Unit, for volunteer services at Grand Jam 2022.