

DHS USE ONLY	Vendor Name Grand Rapids Police Department	Supplier ID 0000195352	PO Number 3000122973
EIOR Number 298394	Originator Name Vicki Berg	Division Behavioral Health Administration	



State of Minnesota Department of Human Services FY26 Annual Plan Agreement

SWIFT Contract Number: 267868

This Annual Plan Agreement (“Agreement”) is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Administration (“State”) and Grand Rapids Police Department (“Contractor”).

Pursuant to Minnesota Statutes § 15.061 and 256.01, the State is empowered to enter into professional/technical agreements.

1. Term of Agreement

- 1.1 The effective date of the Agreement is February 23, 2026, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 The expiration date of this Agreement is June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Duties

- 2.1 By written acceptance below, the Contractor, who is not a State employee, agrees to perform the following work:

A. Contractor, who is a participating Sheriff’s Office, Police Department, or Public Health Department, will conduct educational tobacco compliance checks (“compliance checks”) with the approved number of retail locations (per 2.1.B) that sell tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products to confirm compliance with sections 609.685 and [609.6855](#).

- Pursuant to Minn. Stat. § 461.12, subd. 5, compliance checks must involve persons who are at least 17 years old, but under the age of 21. If the person participating in the compliance check is under 18 years of age, prior written consent from a parent or legal guardian is required.
- The educational compliance checks conducted under this Agreement will NOT fulfill the statutorily required compliance checks mandated under Minn. Stat. § 461.12, subd. 5. because no penalty is imposed on retailers as a result of these checks. These checks are educational in nature only and are separate from any enforcement-based compliance checks that Contractor may be required to conduct under state law.

B. Complete twenty-two (22) educational tobacco compliance checks by June 30, 2026. (no exceptions). Compliance checks will be reimbursed at \$50.00 per check.

DHS USE ONLY	Vendor Name Grand Rapids Police Department	Supplier ID 0000195352	PO Number 3000122973
EIOR Number 298394	Originator Name Vicki Berg	Division Behavioral Health Administration	

C. Ensure that no penalty, fine, or enforcement action is levied on the retail clerk or the business owner from the county or city as a result of these educational compliance checks. The purposes of these checks is education and awareness, not enforcement.

D. Provide an educational publication to the clerk who fails the compliance check. Contractor will review the educational publication with the clerk at the time of the failed compliance check to ensure understanding of tobacco sales laws and requirements.

E. Provide clerks who pass the compliance checks with a certificate of appreciation signed by an authorized representative of Contractor.

F. Provide the business owner with a written notification that includes the date the compliance check was conducted and result (pass or fail) of the compliance check.

G. Complete a short survey online provided by State.

H. Email the completed vendor invoice form to vicki.berg@state.mn.us for payment by July 6, 2026.

3. **Consideration and Payment**

3.1 The total obligation of the State to Contractor for the above services is: \$1,100.00 .

3.2 The Contractor must submit one invoice upon completion of the above services to: Vicki Berg, vicki.berg@state.mn.us, 651-431-2459.

4. **Conditions of Payment**

4.1 All services provided by the Contractor pursuant to this Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. 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, ordinance, rule or regulation. Under Minnesota Statutes § 16C.08, subdivision 2(10), no more than 90 percent of the amount due under this Agreement may be paid until the final product of this Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Agreement.

4.2 **Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by State to Contractor. In the event of such termination, Contractor shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. State has determined that Contractor is a "contractor" pursuant to 2 C.F.R section 200.331.

5. **Cancellation**

This Agreement may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.

6. **Authorized Representatives and Responsible Authority.**

DHS USE ONLY	Vendor Name Grand Rapids Police Department	Supplier ID 0000195352	PO Number 3000122973
EIOR Number 298394	Originator Name Vicki Berg	Division Behavioral Health Administration	

6.1 **State.** State's authorized representative is Vicki Berg, Program Manager, vicki.berg@state.mn.us or successor, who has the responsibility to monitor Contractor's performance and the authority to accept the services provided under this contract. If the services are satisfactory, State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 **Contractor.** Contractor's Authorized Representative is Tim Dirkes, Sergeant tdirkes@grandrapidsmn.gov, or successor. If the Contractor's Authorized Representative changes at any time during this contract, Contractor must immediately notify State.

7. Amendments

Any amendments or modifications to this Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.

8. Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor 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 Contractor's:

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

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 Contractor may have for the State's failure to fulfill its obligation under this contract.

9. State Audit

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

10. Government Data Practices Act

State will not be disclosing or providing private or nonpublic information protected under the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, (or, if the State contracting party is part of the Judicial Branch, the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time). The Contractor and State must comply with the MGDPA as it applies to any data provided by the State under this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Agreement. The civil remedies of Minnesota Stat. § 13.08, apply to the release of the data governed by the Minnesota Data 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 as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

11. Data Disclosure

Under Minnesota Statute § 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

DHS USE ONLY	Vendor Name Grand Rapids Police Department	Supplier ID 0000195352	PO Number 3000122973
EIOR Number 298394	Originator Name Vicki Berg	Division Behavioral Health Administration	

result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

12. Governing Law, Jurisdiction and Venue

This Agreement is governed by the laws of the State of Minnesota, without regard to its choice-of-law provisions. Venue for all legal proceedings arising out of this Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

1. State Encumbrance Verification

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

Print Name: DeeAnn Tucci

Signature: 

Title: Contract Coordinator Date: 2/27/2026

SWIFT Contract No. PTK 267868

3. State Agency

With delegated authority

Print Name: Kristine Preston

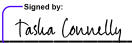
Signature: 

Title: Deputy Assistant Commissioner Date: 3/7/2026

2. Contractor

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

Print Name: Tasha Connelly

Signature: 

Title: Mayor Date: 3/6/2026