



## Southwest Health and Human Services

### Opioid Settlement Funding

#### Round 3

You have received a grant project agreement from Southwest Health and Human Services (SWHHS). Information about the grant project agreement, including funding details, are included below. Contact Kristin Deacon or Jenna Stephenson if you have any questions about this document.

**Contact for SWHHS:** Kristin Deacon, 507-836-6144 ext. 2102, [kristin.deacon@swhhsmn.gov](mailto:kristin.deacon@swhhsmn.gov)  
Jenna Stephenson, 507-873-5467, [jenna.stephenson@swhhsmn.gov](mailto:jenna.stephenson@swhhsmn.gov)

Grantee Information	Grant Project Agreement Information	Program and Funding Information
<b>Name of SWHHS Opioid Settlement Funding Grantee:</b> Marshall Police Department	<b>Grant Project Agreement Number:</b> MPDR3	<b>SWHHS Program Name:</b> SWHHS Opioid Settlement Funding Grant- Round 3
<b>Grantee Authorized Representative Name and Contact Information:</b> Captain Ryan Hoffman <a href="mailto:ryan.hoffmann@ci.marshall.mn.us">ryan.hoffmann@ci.marshall.mn.us</a> 507-537-7000	<b>Effective Date:</b> 7/1/2025 or the date that all signatures are collected and agreement is fully executed, whichever is later.  <b>Expiration Date:</b> 6/30/2036	<b>Total SWHHS Opioid Settlement Grant Funds, Round 3:</b> \$400,000  <b>Total funds awarded to Grantee, Round 3:</b> \$15,800.00

#### **Notice to Grantee about Minnesota Opioid State-Subdivision Memorandum of Agreement and Reporting and Compliance Addendum.**

You have received an award from SWHHS on behalf of the Southwest Opioid Settlement Funding Advisory Council. SWHHS will complete reporting regarding the use of the funds in accordance with the following Memorandum of Agreement.

<https://nationalopioidsettlement.com/wp-content/uploads/2022/02/MN-MOA-EXECUTED-BY-AG.pdf>  
[https://www.ag.state.mn.us/opioids/docs/MN\\_MOA\\_ReportingAddendum.pdf](https://www.ag.state.mn.us/opioids/docs/MN_MOA_ReportingAddendum.pdf).

### Grant Project Agreement

This Grant Project Agreement is between Southwest Health and Human Services (SWHHS) and Marshall Police Department.

#### **Term of Agreement**

1. Effective Date:
  - a. July 1, 2025, or the date SWHHS obtains all required signatures, whichever is later. No payments will be made to the Grantee until this project agreement is fully executed. Grantee must not begin work until this grant project agreement is fully executed and SWHHS has notified Grantee that work may commence.

2. Expiration Date:
  - a. June 30, 2036, or until all obligations have been fulfilled to the satisfaction of SWHHS, whichever comes first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified. **Any unexpended grant funds remaining on or after the expiration date are forfeited. Final invoice is due 30 calendar days after the expiration date of the grant agreement.**

## Grant Requirements

1. SWHHS Activities
  - a. SWHHS activities may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation. Grantee will not be paid for work that SWHHS deems unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
  - b. SWHHS may conduct a financial reconciliation of Grantee's expenditures. For this purpose, the Grantee must make expense receipts, employee timesheets, invoices, proof of payments and any other supporting documents available upon request.
2. Grantee Activities
  - a. Grantee shall conduct activities specified in Exhibit A-Work Plan, which is attached and incorporated into this grant agreement.
3. Data Practices
  - a. The Parties must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data provided under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Parties pursuant to this Agreement. If either party receives a request to release data pursuant to this Section, the receiving party shall notify the non-receiving party immediately and consult with the non-receiving party as to how the receiving party should respond to the request. The receiving party's response shall comply with applicable law.
4. Liability
  - a. SWHHS and Grantee agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Parties liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes 466.01 through 466.15, and other applicable law.

## Award and Payment

SWHHS will award funds to Grantee for all activities performed in accordance with this grant project agreement.

1. Grant Award
  - a. Reimbursement will be in accordance with the grantee activities addressed in Exhibit A, which is attached and incorporated into this grant agreement.
2. Budget Modifications
  - a. Grantee may modify any line item in the most recently agreed-upon budget (Exhibit B) by up to 10 percent without prior written approval from SWHHS. Grantees must obtain prior written approval from SWHHS for line-item modifications greater than 10 percent. Failure to do so may result in denial of request, loss of funds, or both. The total obligation of SWHHS for all compensation and reimbursements to Grantee shall not exceed the amount listed under "Total SWHHS Opioid Settlement Grant Funds" above.

3. Terms of payment
  - a. SWHHS will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and SWHHS' Authorized Representative approves the invoiced activities. Invoice must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant agreement.

### Conditions of Payment

All activities performed by the Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement. Furthermore, all activities performed by the Grantee must be in accordance with all applicable federal, state and local laws, ordinances, rules, and regulations. SWHHS will not pay Grantee for work that SWHHS determines is noncompliant with the terms and conditions of this grant project agreement or performed in violation of federal, state, or local law, ordinance, rule or regulation.

1. Audit
  - a. The Parties shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, the Parties shall allow one another or other persons or agencies authorized by the Parties, including the Legislative or State Auditor, access to the records of the Parties at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Parties relevant to the subject matter of the Agreement, for purposes of audit.

### Termination

1. Termination by SWHHS or Grantee
  - a. SWHHS or Grantee may cancel this grant project agreement at any time, with or without cause, upon 30 days written notice (e.g., by mail, email, or both) to the other party.
2. Termination for Cause
  - a. If Grantee fails to comply with the provisions of this grant project agreement, SWHHS may terminate this grant project agreement without prejudice to the right of SWHHS to recover any money previously paid. The termination shall be effective five business days after written notice (e.g., by mail, email, or both) of termination to Grantee.

### APPROVED:

#### 1. Grantee

Grantee certifies that the appropriate person(s) have executed the Grant Project Agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### 2. SWHHS

Grant Project Agreement certification as approved by SWHHS Community Health Board.

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



# Opioid Settlement Funding Application Round 3 Appendix B - Budget Attachment

Date:	5/22/25			
Applicant:	Marshall Police Department			
Person completing form:	Captain Ryan Hoffmann			
Telephone #:	507-537-7000	E Mail:	ryan.hoffmann@ci.marshall.mn.us	

<b>Total Project Funding Table</b>				
A. How much funding are you requesting from the Southwest Opioid Settlement Funds?			\$	15,800.00
B. Do you anticipate any additional funding for this project? <i>Include other grants, donations, fundraised amounts, budgeted dollars, etc.</i>			\$	29,040.00
C. How much do you or a partner anticipate contributing in-kind to the project? <i>Include staff/volunteer time, etc.</i>			\$	43,160.00
<b>Total Project Cost</b> (should equal the sum of the 3 lines above)			\$	88,000.00 -

				<b>7/1/2025-6/30/2026</b>
<b>Budget Category</b>				<b>Amount requested</b>
Salaries and Fringe				
Contractual Services				\$15,800.00
Travel				
Supplies				
Other				
<b>SUBTOTAL</b>			\$	\$15,800.00 -
Indirect Costs (10% or less)				
<b>TOTAL</b>			\$	\$15,800.00 -

## Budget Justification (only explain requested amount)

### Salary and Fringe

<b>Contractual Services</b>
The Marshall PD is requesting funding in the amount of \$1,580.00 annually over the next 10 years for a total project funding request of \$15,800.00 to cover the additional annual maintenance/subscription fees for the expansion of the Cellebrite program to the higher level software upgrades.
<b>Travel</b>
<b>Supplies</b>
<b>Other</b>
Please include Budget form with application. See application for submitting instructions.



# SWHHS Opioid Settlement Funding Application

## Round 3 Appendix A - Work Plan Attachment

### Project Work Plan

Complete the project work plan and timeline by completing the table below. If more than one strategy/project is identified, add additional project tables.

**\*\*Only needed for funding requests OVER \$1,500\*\***

<b>Project Category:</b> (Choose at least 1)	<input type="checkbox"/> Prevention <input type="checkbox"/> Harm Reduction <input checked="" type="checkbox"/> Criminal Justice <input type="checkbox"/> Treatment and Recovery <input type="checkbox"/> Other				
<b>Project Goal:</b>	The project goal would be to assist in the investigation and prosecution of cases involving the misuse of opioids.				
<b>Timeframe:</b>	June 7, 2025 - June 6, 2035				
<b>Objective(s):</b>	Expand and maintain the MPD Cellebrite Program to include software upgrades capable of advanced data extractions needed for successful opioid related investigations.				
<b>Community(ies) Served:</b>	Counties and municipalities within said counties; Brown, Lyon, Redwood, Renville & Lincoln.				
<b>Implementation Activity</b> (Activities, steps or processes to achieve objectives)	<b>Milestones</b> (How will you know you have accomplished the activity)	<b>Start Date</b>	<b>End Date</b>	<b>Lead</b> (Name of person or group responsible for the activity)	<b>Key Partners</b> Individuals or organizations helping to implement the activity.
Upgrade and maintain Cellebrite Software & provide extraction services.	By the successful identification, investigation & prosecution of those involved with opioid misuse.	6/7/25	6/6/35	Captain Ryan Hoffmann	BLRR DTF, Lyon County SO, Lyon County Attorney's Office