



CITY OF MINNETRISTA

REQUEST FOR CITY COUNCIL ACTION/DISCUSSION

Subject: Item # Acceptance of a Minnesota Department of Public Safety Enforcement Grant.

Prepared By: **Craig Squires, Director of Public Safety**

Meeting Date: **October 19th 2026**

Minnesota Department of Public Safety Enforcement Grant

The Minnetrista Public Safety Department has applied for and received an Enforcement Grant from the Minnesota Department of Public Safety in the amount of \$17,900.

The grant funding will be used to provide overtime enforcement focused on the following traffic safety violations:

- Distracted driving
- DWI
- Pedestrian Safety
- Seat belt violations
- Speeding

The Minnetrista Public Safety Department has participated in these overtime enforcement details for many years. These focused enforcement efforts provide additional traffic safety patrols and help promote compliance with Minnesota traffic laws and safer streets within the community.

Staff Recommendation

Staff recommends that the City Council accept the Minnesota Department of Public Safety Enforcement Grant contract agreement in the amount of \$17,900. The Grant was reviewed by the Minnetrista City Attorney.

If approved, the State will send the grant contract agreement to the appropriate City representatives by email for electronic signature.

Recommended City Council Action: Approve acceptance of the Minnesota Department of Public Safety Enforcement Grant

Does Recommended Action meet City Mission Statement? ☒ Yes ☐ No
Does Recommended Action meet City Goals/Priorities? ☒ Yes ☐ No

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.



Minnesota Department of Public Safety ("State") Minnesota Office of Traffic Safety Provider Org 445 Minnesota St, Suite 1620 Saint Paul, Minnesota 55101-2190	Grant Program: 2027 Enforcement Grant 0401 Grant Contract Agreement No.: A-ENFR-2027-MINNTRCI-099
Grantee: Minnetrista, City of 7701 County Road 110 W Minnetrista, Minnesota 55364	Grant Contract Agreement Term: Effective Date: 10/23/2026 Expiration Date: 9/30/2027
Grantee's Authorized Representative: Minnetrista, City of Attn: Nathan Hintz, Patrol Officer 7651 County Road 110w Minnetrista, Minnesota 55364 Phone: (952) 446-1131 Email: nhintz@cityofminnetrista.gov	Grant Contract Agreement Amount: Original Agreement Amount \$ 17,900.00 Grant Matching Requirement: Original Agreement Match Amount \$ 100.00
State's Authorized Representative: Minnesota Office of Traffic Safety Provider Org Attn: Aimee Eggen, Traffic Safety Coordinator 445 Minnesota St, Suite 1620 Saint Paul, Minnesota 55101-2190 Phone: (651) 600-8018 Email: aimee.eggen@state.mn.us	Federal Funding CFDA/ALN: 20.600, 20.608, 20.616 FAIN: 69A3752430000405GMNO, 69A37525300001640MNA, 69A3752530000405BMNH, 69A37526300004020MNO State Funding: N/A Special Conditions: N/A

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will: Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2027 Enforcement Grant 0401 Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota St, Suite 1620, Saint Paul, Minnesota, 55101-2190. The Grantee shall also comply with all requirements referenced in the 2027 Enforcement Grant 0401 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://mndps.intelligrants.com>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.



Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.



1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./P.O. No.: A-ENFR-2027-MINNTRCI-099 / 3000115045

NHTSA Project Number (indicate N/A if not applicable): 27-04-01

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____



Grant Contract Agreement

Exhibit A

Budget Summary

Budget Category: Salaries

Line Item Description	Federal	Match
Distracted Enforcement – Overtime	\$2,500.00	\$0.00
DWI Enforcement - Overtime	\$8,000.00	\$0.00
Pedestrian Enforcement – Overtime	\$800.00	\$0.00
Seat Belt Enforcement – Overtime	\$600.00	\$0.00
Speed Enforcement – Overtime	\$6,000.00	\$0.00
Category Total	\$17,900.00	\$0.00

Budget Category: Other (Mileage)

Line Item Description	Federal	Match
Mileage – Match	\$0.00	\$100.00
Category Total	\$0.00	\$100.00
Budget Total	\$17,900.00	\$100.00



Terms & Conditions – Municipality

1. Term of Grant Contract Agreement

1.1 Effective Date. The date stated in the Grant Contract Agreement, or the date the State obtains all required signatures, whichever is later.

Per Minnesota Statutes § 16B.98, Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per Minnesota Statutes § 16B.98 Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2 Expiration Date. The date stated in the grant contract agreement or, in the event this Grant Contract Agreement is continued by way of amendment or new agreement, the date the amendment or new agreement is fully executed, whichever is later. In the event an amendment or new agreement is not fully executed within 60 calendar days of the stated expiration date, this grant agreement will expire on the date that is 60 days from the origination expiration date.

1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Grant Contract Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Specifications, Duties, and Scope of Work

Specifications, duties, and scope of work are as stated or modified within the work plan and/or budget approved by the State.

3. Time

The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

4. Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

4.1 Compensation. The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed the “Grant Contract Agreement Amount” stated in the Grant Contract Agreement. Payments will not be made if reports or deliverables are past due.

4.2 Administrative Costs. Grantee administrative costs must be necessary and reasonable.

4.3 Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed the approved amount in the budget. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current [Nonrepresented Employees Compensation Plan](#) required by the Commissioner of Minnesota Management and Budget.

4.4 Invoices. Payments shall be made by the State after the Grantee’s presentation of invoices for services satisfactorily performed. Invoices shall be submitted timely, with additional details as requested by the State.

4.5 Federal Funds.

- A. If applicable, payments may be subawarded to the Grantee as stated in the Grant Contract Agreement.
- B. The Grantee is responsible for its compliance with all applicable federal requirements as agreed upon when submitting the application for funding. The Grantee accepts full financial responsibility for any repayment owed to the state due to the Grantee’s noncompliance.

5. Conditions of Payment

The State will issue payment for services actually performed and that meet all terms, conditions, and specifications of the Grant Contract Agreement. If the State disputes in good faith or raises questions regarding any portion of the amount owed to the Grantee or if the State otherwise requires any adjustment to an invoiced amount, the State will notify Grantee in writing of the nature and basis of the dispute or adjustment. The Grantee will not receive payment for work that does not meet all terms, conditions, and specifications of the Grant Contract Agreement or that was performed in violation of federal, state, or local law. Additionally, the State has authority to temporarily withhold payments in accordance with Minnesota Statutes § 15.013, subd. 7, when there is a credible allegation of fraud under investigation.

5.1 Payment Recoupment. Grantee must repay State upon demand [or State may deduct from future payments under this grant contract agreement] any improper payments made under this Grant Contract Agreement including:

- A. Any amounts paid by State for which Grantee's books, records and other documents required to be maintained by Grantee pursuant to Section 12, State Audit and Section 13, Government Data Practices, are not sufficient to clearly substantiate that those amounts were used by Grantee to perform contract services, in accordance with Section 2, Specifications, Duties, and Scope of Work;
- B. Any amount paid by State for services which either duplicate services covered by other grants or contracts, or for any other costs determined by State as non-allowable or ineligible;
- C. Any unexpended funds that have not been accounted for in a financial report to the State.

6. Contracting and Bidding Requirements

The Grantee is required to comply with [Minnesota Statutes § 471.345, Uniform Municipal Contracting Law](#).

6.1 Suspended and Debarred Vendors. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota: [Suspended and Debarred Vendors, Minnesota Office of State Procurement](#) or the federal government: [Excluded Entity Information](#).

7. Authorized Representatives

7.1 State. The State's Authorized Representative, as stated in the Grant Contract Agreement, or their successor or designee, has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement.

7.2 Grantee. The Grantee's Authorized Representative, as stated in the Grant Contract Agreement, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must promptly notify the state.

7.3 Website Posting. The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee. The Grantee further agrees to keep this contact information current and provide a prompt response to public inquiries about the Grant Contract Agreement.

8. Assignment, Amendments, Waiver, and Contract Complete

8.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement by the authorized parties or their successors.

8.2 Amendments. Any amendment to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement or their successors.

8.3 Waiver. If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Contract Complete. This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

9. Subcontracting and Subcontract Payment

9.1 Subrecipient. A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.

9.2 Monitoring. The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, [Minnesota Statutes § 16B.97, Subd.4 \(a\) \(1\)](#) and other relevant statutes and regulations; and that subaward performance goals are achieved. During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.

9.3 Performance. No subagreement will reduce, replace, or change the primary legal responsibility of the Grantee to complete all required work under this Grant Contract Agreement on time and to the agreed specifications.

9.4 Payment. The Grantee must pay any subrecipient or contractor for completed work in a timely manner, not to exceed 30 days of receiving reimbursement or payment for services from the granting agency.

9.5 Suspended and Debarred Vendors. The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

10. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant Contract Agreement.

11. State Audits

Under [Minnesota Statutes § 16B.98, Subd. 8](#), the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

State may recover payments as described in Section 5.1, Payment Recoupment, for improper payments found during the term of the grant award, during the audit period described in this section, or until expiration of the relevant statute of limitations, whichever is later.

12. Government Data Practices and Intellectual Property Rights

12.1 Government Data Practices. All data collected, created, received, stored, used, maintained, or disseminated under this Grant Contract Agreement by the State or Grantee are government data as defined in Minnesota Statutes § 13.02, subd. 7. The Grantee and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The civil remedies in Minnesota Statutes § 13.08, administrative remedy in Minnesota Statutes § 13.085, and the criminal penalties in Minnesota Statutes § 13.09 apply to the administration of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must promptly notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 Intellectual Property Rights. The Grantee 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. Works shall mean all inventions, improvements or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks, conceived, reduced to practices, created or originated by the grantee, its employees, and subcontractors, either individually or jointly with others, in the performance of the contract. Works shall include the Documents. The Documents

are the originals of any databases, computer programs, reports, notes, or other materials and documents, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this Grant Contract Agreement.

- A. *Representation.* The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.
- B. *License to the State.* Subject to the terms and conditions of this Grant Contract Agreement, the Grantee hereby grants to the State a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Works and Documents for any and all purposes, in all forms and manners that the State, in its sole discretion, deems appropriate. The Grantee shall upon the request of the State, execute all papers and perform all other acts necessary, to document and secure said right and license to the Works and Documents by the State. At the request of the State, the Grantee shall permit the State to inspect the original documents and provide a copy of any of the documents to the State, without cost, for use by the State in any manner the State, in its sole discretion, deems appropriate.

13. Workers Compensation

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

14. Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination

15.1 Termination by the State.

- A. Without Cause.** The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services performed in accordance with this Grant Contract Agreement.
- B. With Cause.** The State may immediately terminate this Grant Contract Agreement if the State finds that there has been a failure to comply with the provisions of this Grant Contract Agreement, that reasonable progress has not been made, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

Per Minnesota Statutes § 16B.991, the State must immediately terminate this Grant Contract Agreement if the recipient is convicted of a criminal offense related to a State grant. "Recipient" includes individuals, entities, and key personnel of entities, including board members, officers, executives, employees, or agents with authority over or access to grant funds, and any individual in a position of fiduciary responsibility related to the grant. Grantee must promptly notify the State if, during this award, any of its employees with access to grant funds is convicted of a criminal offense related to a state grant.

15.2 Termination by the Commissioner of Administration. The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 Termination for Insufficient Funding. The State may immediately terminate this Grant Contract Agreement 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 the payment of the services addressed within this Grant Contract Agreement. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

16. Publicity and Endorsement

16.1 Publicity. Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.

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

17. Data Disclosure

Under [Minnesota Statutes § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

18. Grantee Operations and Mandatory Disclosures

18.1 Conflicts of Interest. Grantee and any subrecipients must maintain written standards of conduct governing conflicts of interest and the actions of its employees and representatives involved in administering any aspect of this Grant Contract Agreement, including the selection and oversight of contracts or subawards or subrecipients. In addition, the Grantee must maintain written standards of conduct covering organizational conflicts of interest.

18.2 Complaints. Grantee must maintain a process for receiving, investigating, and resolving complaints regarding the provision of any services outlined in this Grant Contract Agreement, including complaints about potential fraud or unlawful use of state grants administered by Grantee

18.3 Prevailing Wage. The Grantee and any subrecipients must comply with prevailing wage rules per [Minnesota Statutes §§ 177.41](#) through [177.50](#), as applicable.

18.4 Paid Leave. The Grantee must be in compliance with MN Paid Leave governed by Minnesota Statutes Chapter 268B, as applicable. The Grantee's employees and agents will not be considered State employees.

18.5 Voter Registration. As applicable, Grantee certifies that it will comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by Grantee. Voter registration materials can be found on the Secretary of State’s website.

18.6 Grantee Certification. Grantee certifies that none of its employees with access to grant funds, or who holds fiduciary responsibility or authority over the grants, including board members, officers, executives, employees, or agents of Grantee has been convicted of a criminal offense related to a state grant. Grantee must promptly notify the State if, during the course of this award, any of its employees with access to grant funds is convicted of a criminal offense related to a state grant.

18.7 Notification of Unlawful Use of Funds. Grantee must promptly disclose to the State whenever, in connection with this grant award, it has evidence of unlawful use of grant funds or violations of federal or state law related to this grant, including possible fraud or misuse, conflict of interest, bribery, or other financial crimes by personnel of the grantee, subgrantee, subrecipients, or beneficiaries.