



Contract No. XXXXX

STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources (“State”) and the City of Saint Paul, through its Saint Paul Public Library, 90 W. 4th St., Saint Paul, MN 55102 (“Grantee”).

The City of Saint Paul, through its Saint Paul Public Library (“Grantee”) covers participation by the following library members:

- Arlington Hills Library, 1200 Payne Ave., St. Paul, MN 55130
- Rice Street Library, 1011 Rice St., St. Paul, MN 55117
- Rondo Community Library, 461 N. Dale St., St. Paul, MN 55103
- Sun Ray Library, 2105 Wilson Ave., St. Paul, MN 55119
- Riverview Library, 1 E. George St., St. Paul, MN 55107

Recitals

1. Under Minn. Stat. 84.026 Subd. 2 and Minn. Laws. 2019 1st Special Session, Chapter 2, Article 3, Section 3(a), the Commissioner of Natural Resources is authorized to enter into grant agreements for the provision of statutorily prescribed natural resource services with any public or private entity. The grant agreements shall specify the services to be provided to the department and the amount and method of payment after services are rendered.
2. The State is in need of assistance in providing free access to state parks for lower income Minnesotans who cannot otherwise afford state park entry fees to achieve inclusive public service. The State needs a public library partner to assist in distribution of free seven-day state park passes to these community members.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

June 1, 2022, 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.

1.2 *Expiration date:*

July 1, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

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

2.1 Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).

2.2 Administer the distribution of state park seven-day passes to their clientele (including all logistical coordination of checkouts).

- This includes printing by library of DNR branded state park pass placard at the appropriate scale (two passes per 8.5x11 paper) and writing of pass expiration date (seven days from checkout) on receipt or placard itself with unique verification(receipt). Grantee will receive placard from the State's Authorized Representative.
- The Grantee must provide instructions to park pass users regarding placement of the card on their vehicle dashboard upon entering a state park and to recycle the placard once expired.
- The Grantee will instruct individual library staff to encourage users to participate in the program survey, which is available on the DNR website and printed on the placard.
- The Grantee may or may not include park passes in their electronic catalog system, as long as all reporting requirements are accomplished.
- The Grantee will not allow pass renewals, requests, and transfers between libraries within their system.
- The Grantee will not include additional materials with the state park passes for checkout, including books and outdoor equipment. The State is not liable for the return or damage of any included items owned by the libraries.

2.3 Individual libraries will be responsible for completing monthly reporting forms, sent by the State to individual library contacts each month. Reporting requirements include: monthly checkout numbers for each pass by library, identification of any logistical or user issues, and monthly pass renewals, transfers, or requests as applicable.

2.4 The Grantee and its individual libraries agree to participate in providing intermittent program feedback by participating in surveys and sharing other feedback with the State in order for program success to be determined.

2.5 The Grantee will share responsibility for promotion of the state park passes, including but not limited to: social media, printed materials, e-mail newsletters, website updating, etc.

- If promotion takes place, the Grantee agrees to focus on outreach approaches that serve lower income communities and residents living in close proximity to selected libraries.
- Any promotion including the DNR name or logo will follow State Branding Guidelines. These guidelines are available by contacting the State's Authorized Representative.

2.6 The Grantee will comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq. and all applicable regulations and guidelines. All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

3 State's Duties

The State will:

3.1 Provide 15 state park seven-day passes for use by the Grantee for the period of June 2022 through July 2025. The following number of passes are to be made available at each of the following libraries:

- Arlington Hills Library (3 passes)
- Rice Street Library (3 passes)
- Rondo Community Library (4 passes)
- Sun Ray Library (3 passes)
- Riverview Library (2 passes)

3.2 Develop and design the branded placard for display in user's vehicle dashboard. Libraries may request printed copies be sent, if needed.

3.3 Honor use of library park pass within state parks as it would be any other DNR state parks vehicle permit.

3.4 Provide DNR promotional and informational materials, such as state parks and trail guides, maps, flyers, social media content, posters, and other collateral upon request.

3.5 Maintain information about the library program on DNR website.

3.6 Responsibility for overall program evaluation. The State will send monthly reporting forms to each library and respond promptly to concerns and issues that arise. The State will develop surveys, coordinate any interviews or focused discussions among libraries, DNR staff, or program users that occur as part of the program evaluation. The State will analyze all data that comes in and develop a report to share with libraries at least annually.

3.7 The State will proactively address any operational or programmatic concerns brought forward by the Grantee and its libraries.

4 Time

The Grantee must comply with all the time requirements described in this grant contract

agreement. In the performance of this grant contract agreement, time is of the essence.

5 Consideration and Payment

The State will provide permission for the Grantee to use 15 state park passes at a value of \$1,575 over a period of three years. No physical exchange of passes or monies will occur between the State and the Grantee. The State will purchase these passes through internal funding mechanisms set aside for this grant program.

6 Conditions of Payment

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

7 Authorized Representative

The State's Authorized Representative is Arielle Courtney, Parks and Trails Partnership Consultant, 500 Lafayette Rd N, St. Paul, MN 55155, 651-259-5609, Arielle.courtney@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Barb Sporlein, Deputy Director, 90 W. 4th St., Saint Paul, MN 55102, PHONE NUMBER, barb.sporlein@ci.stpaul.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

8 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

8.1 Assignment

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

8.2 Amendments

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

8.3 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

8.4 Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

9 Liability

Each party agrees that it 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 the other party and the results thereof. The Grantee's liability shall be governed by Minn. Stat. §466 and other applicable law. 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.

10 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

11 Government Data Practices and Intellectual Property Rights

11.1 *Government Data Practices*

The Grantee 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 grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

11.2 *Intellectual Property Rights*

Intellectual Property Rights. The State owns all rights, title, and interest in the state parks and trails-related intellectual property, including DNR logo, DNR branded library pass placard, and reports created under this contract. Reports mean any data collected as part of the evaluation process in addition to documents developed using said data. The reports will be exclusive property of the State, but will be made publicly available for reference by the Grantee.

12 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §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.

13 Publicity and Endorsement

13.1 *Publicity*

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

13.2 *Endorsement*

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

14 Governing Law, Jurisdiction, and Venue

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

15 Termination

15.1 *Termination by the State*

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

15.2 *Termination for Cause*

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract agreement if:

- (a)** It does not obtain funding from the Minnesota Legislature.
- (b)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable

time of the State's receiving that notice.

14.4 Additional alternate termination language may be negotiated on a case by case basis after the state agency has consulted with their legal and finance teams.

16 Data Disclosure

Under Minn. Stat. § 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.

17. Counterparts. The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

18. Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

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.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative