

## 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 City of Saint Paul, acting through its Saint Paul Library Agency, 15 W. Kellogg Blvd, Saint Paul, MN 55102 ("GRANTEE").

The St. Paul Public Library ("Grantee") includes participation by the following library branches:

Location name	Address
Arlington Hills Library	1200 Payne Avenue, St. Paul, MN 55130
Dayton's Bluff Library	645 E 7 <sup>th</sup> St, St. Paul, MN 55106
Mobile Library	n/a
Rice Street Library	1011 Rice Street, St. Paul, MN 55117
Riverview Library	1 E George St., St. Paul, MN 55107
Rondo Community Library	461 Dale St., St. Paul, MN 55103
Sun Ray Library	2105 Wilson Ave., St. Paul, MN, 55119
West 7th Library	265 Oneida St., St. Paul, MN 55102

### Recitals

1. Under Minn. Stat. 84.026 Subd. 2 and Minn. Laws. 2024, Chapter 106, Article 3, Section 3(a), the Commissioner is authorized to enter into grant agreements for the provision of statutorily prescribed natural resources services with any public or private entity.
2. The State needs assistance in making visits to state parks and recreation areas more accessible for Minnesotans who cannot otherwise afford state park entry fees. 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:*

July 1, 2025, 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:*

June 30, 2028, 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. Notwithstanding the foregoing, 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 August 30, 2028.

### **1.3 *Survival of Terms.***

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. Monitoring and Reporting; 10. State Audits; 11. Government Data Practices and Intellectual Property; 12. Worker's Compensation; 13. Publicity and Endorsement; 14. 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 patrons, including all logistical coordination of checkouts.
- 2.3 The Grantee is responsible for printing DNR branded state park pass placards at the appropriate scale (two passes per 8.5x11 paper) to provide to patrons. The Grantee must attach a receipt with a large, written expiration date (seven days from checkout) on receipt or placard itself. Grantee will receive an electronic version of the placard from the State's Authorized Representative annually. See example in [Exhibit A](#).
- 2.4 The Grantee is encouraged to include park passes in their electronic catalog system, if possible. If the Grantee cannot include the park passes in their electronic catalog for any reason, they may write the expiration date on the placard with a staff signature or library stamp.
- 2.5 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.
- 2.6 The Grantee is strongly encouraged to comply with the expectation that passes will be recycled at the end of their use, and not returned to the library.
- 2.7 The Grantee will only distribute park passes on a first-come, first-served basis through in-person checkouts at the library.
- 2.8 The Grantee may allow patrons to "return" the passes before the expiration date through phone, e-mail, or in-person notification. The Grantee may then make the park pass available for check-out to other patrons.
- 2.9 The Grantee will not transfer passes to non-participating library locations within their

system.

- 2.10 The Grantee will not allow patrons to “renew” the park pass. The pass must not be extended for more than seven days.
- 2.11 The Grantee will allow the park pass to be checked out repeatedly by the same patron without restriction unless this creates an availability issue and then the Grantee has the authority to limit repeat check-outs.
- 2.12 The Grantee may distribute passes through a Mobile Library. The Mobile Library visits 22 stops bi-weekly (not including schools) in areas of St. Paul that do not have a close physical library building.
- 2.13 The Grantee may 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.
- 2.14 Individual libraries will be responsible for completing monthly reporting forms, sent by the State to individual or system 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 holds (if applicable).
- 2.15 The Grantee and its individual libraries agree to participate in any program evaluation efforts initiated by the State to assess the program’s performance and effectiveness. This may include providing intermittent program feedback through surveys or focus groups. The Grantee also agrees to assist with patron evaluation efforts, when applicable and to the degree their own organization policies allow.
- 2.16 The Grantee will share responsibility for promotion of the state park passes, including but not limited to: social media, displaying printed materials at the library, e-mail newsletters, website updates, etc. If promotion takes place, the Grantee agrees to focus on outreach approaches that serve lower income communities and residents living near 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.
- 2.17 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 27 state park seven-day passes for use by the Grantee for the period from July 1, 2025 (or the date the contract is executed) until June 30, 2028. The following number of passes are to be made available at each of the following libraries:

<b>Number of passes allocated</b>	<b>Library</b>
4	Arlington Hills Library
3	Dayton's Bluff Library
4	Mobile Library
4	Rice Street Library
3	Riverview Library
4	Rondo Community Library
4	Sun Ray Library
1	West 7th Library
<b>27</b>	<b><i>All sites total</i></b>

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 and within budget.

3.5 Maintain information about the library program on DNR website.

3.6 Conduct 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.

3.8 The State will not give permit citations to any library patron using the state park library pass, as long as the pass is valid and unexpired.

#### **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 27 state park passes at a total value of \$2,835.00 for the duration of the grant agreement period. 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 Receipt**

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.

**7. Assignment Amendments, Waiver, and Grant Contract Agreement Complete**

**7.1 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.

**7.2 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.

**7.3 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.

**7.4 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.

**8. Liability**

Each party agrees that it will be responsible for its own acts and/or omissions and those of its employees, representatives, and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. The liability of the Grantee, its employees, representatives, and agents shall be governed by provisions of Minnesota Statute Chapter 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.

**9. Monitoring and Reporting**

When asked by the State, the Grantee must produce transparent information about how they are delivering the state park library program in addition to monthly check-out numbers, such

as: screenshots of how the passes are set-up in the electronic catalog, how many times each pass is checked out monthly (or paper log of this information), and potentially other information that may indicate compliance with requirements.

## **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 Commissioner of Administration, by the State granting agency 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**

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, promotional items, 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. **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.

### 16. **Non-Discrimination Requirements**

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

16.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;

16.2 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

16.3 The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on



the basis of age in programs or activities receiving Federal financial assistance;

16.4 Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.

16.5 Any other applicable non-discrimination law(s).

## **17. Termination**

### **17.1 Termination by the State**

#### **(a) Without Cause**

Either the State or the Grantee may terminate this grant contract agreement without cause, upon 30 days' written notice to the other party.

#### **(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, 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=.

### **17.2 Termination by The Commissioner of Administration**

The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

### **17.3 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. 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.**

### **17.4 Termination for Policy Changes**

The State may immediately terminate this grant contract agreement if there are State policy changes that impact the state park library program, such as elimination of state park entrance fees or related action.



**18. 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](mailto: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 Marlena Okechukwu, Librarian III, 90 W. 4<sup>th</sup> St., St. Paul, MN 55102, 651-266-7000, [Marlena.Okechukwu@ci.stpaul.mn.us](mailto:Marlena.Okechukwu@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.

## 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: Mayor or Deputy Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Director or Designee, Office of Financial Services

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Director or Designee, Saint Paul Library Agency

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: Director or Designee, Human Rights and Equal Economic Opportunity

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: Assistant City Attorney

Date: \_\_\_\_\_

### 3. STATE AGENCY

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Distribution:**

Agency

Grantee

State's Authorized Representative

## Exhibit A. Example State Park Library Pass

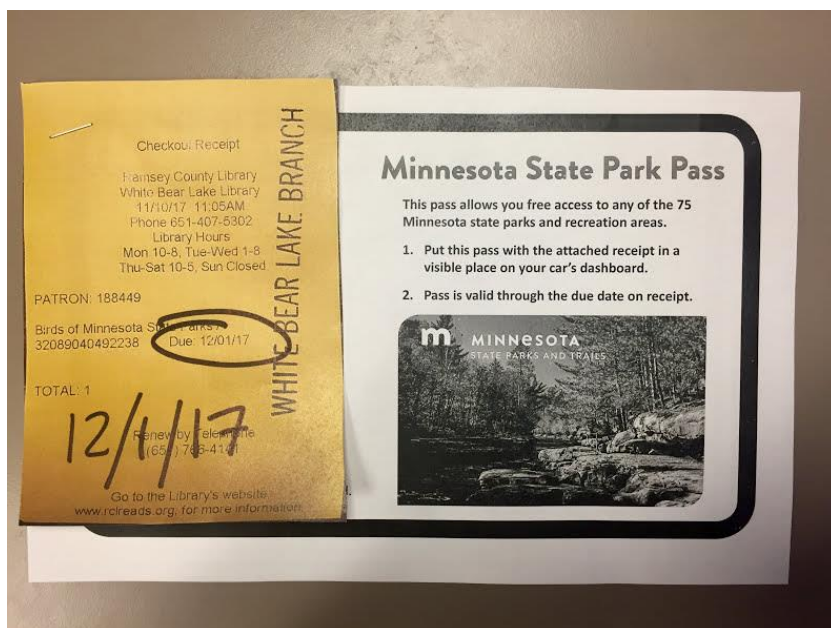


Figure 1. Example of properly assembled state park library pass



Figure 2. Example of properly displayed state park library pass on vehicle dashboard