

STATE OF MINNESOTA GRANT CONTRACT

This Grant Contract is between the State of Minnesota, acting through its Commissioner of the Minnesota Housing Finance Agency (the "State" or "Minnesota Housing"), located at 400 Wabasha Street North, Suite 400, Saint Paul, MN 55102 and **Historic Saint Paul Corporation** with its principal place of business located at 75 West 5th Street, Suite 400, Saint Paul, MN 55102 (the "Grantee").

Recitals

1. Under Minn. Stat. Section 462A.33 and 462A.05 Subd. 2, as amended, the State is empowered to enter into this Grant Contract.
2. The State is in need of assistance in the acquisition, construction, and/or rehabilitation of owner-occupied single family residential properties.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract 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.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:*

April 1, 2019, or the date the State obtains all required signatures under [Minn.Stat. §16B.98](#), Subd. 5, whichever is later. Per, [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this Grant Contract is fully executed. **The Grantee must not begin work under this Grant Contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

1.2 *Expiration date:*

December 1, 2020, 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: 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:

1. Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1); and,
2. Provide two fully executed originals of this Grant Contract no later than **April 1, 2019**; and,
3. Comply with the [Community Homeownership Impact Fund Program Procedural Manual](#) ("Procedural Manual"), as it may be amended or supplemented from time to time by Minnesota Housing; and,
4. Perform the duties specified in Exhibit A, which is attached and incorporated into this Grant Contract.

3 Time

The Grantee must comply with all the time requirements described in this Grant Contract. In the performance of this Grant Contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this Grant Contract as follows:

(a) Compensation

The types of Grant Contract funds received by the Grantee and the uses of such funds are described in Exhibit A.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this Grant Contract will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). 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.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this Grant Contract will not exceed \$50,000.

4.2 Payment

(a) Invoices

The State will pay the Grantee according to the disbursement procedures contained in the Procedural Manual.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State due at Grant Contract closeout.

4.3 Contracting and Bidding Requirements

(a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

(b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

(c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

(d) The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)

- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)
- (e) The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (f) The Grantee must maintain support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when:
- Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant.
 - It is determined there is only one legitimate or practical source for such materials or services and that Grantee has established a fair and reasonable price.
- (h) The entity that receives funds directly from Minnesota Housing pursuant to this Grant Contract agrees to comply with all of the applicable prevailing wage provisions contained in Minn. Stat. [§116J.871](#) as they may be amended, modified or replaced from time to time.
- (i) If applicable, for projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41 through 177.44](#); consequently, the bid request must state the project is subject to *prevailing wage*. Minn. Stat. §177.42, defines "project" as the "erection, remodeling, or repairing of a public building or other public work financed in whole or in part by state funds". These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- (j) The Grantee must not contract with vendors who are suspended or debarred in Minnesota: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this Grant Contract 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.

6 Authorized Representative

The State's Authorized Representative is Niramittata Ly, Community Lending Team Supervisor, 400 Wabasha Street North, Suite 400, Saint Paul, MN 55102, 651.296.6345, nira.ly@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment. The State's Authorized Representative may delegate certain responsibilities to a Community Lending Program Manager: Nick Boettcher, 651.296.9567; Song Lee, 651.296.2291; Leighann McKenzie, 651.296.8147; or their successors. All Community Lending Program Managers may be reached by

email at impact.fund.mhfa@state.mn.us.

The Grantee's Authorized Representative is:

Carol Carrey
 (Grantee's Authorized Representative Name – Please Print)
Executive Director
 (Title)
75 W 5th Street Suite 400
 (Address)
651-222-3049
 (Telephone Number)
ccarrey@historicsaintpaul.org
 (Email Address)

If the Grantee's Authorized Representative changes at any time during this Grant Contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

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

7.2 Amendments

Any amendments to this Grant Contract 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, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This Grant Contract 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

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 the performance of this Grant Contract 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.

9 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 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, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 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. 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.

10.2 Intellectual Property Rights

(a) The State 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 Grant Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Contract. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Grantee upon completion or cancellation of this Grant Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

(b) Obligations

(1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant Contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

(2) Representation. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither the Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. 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. 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.

11 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.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this Grant Contract 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 appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 Endorsement

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

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 Termination by the State

The State may immediately terminate this Grant Contract 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.

14.2 Termination for Cause

The State may immediately terminate this Grant Contract 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.

14.3 Termination for Insufficient Funding

The State may immediately terminate this Grant Contract 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 contract 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.

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 Conflicting Provisions

This Grant Contract contains the minimum requirements and obligations in order to receive an award of funds from the State. In the event of a conflict between the provisions of the Application for Funds (as defined in the Procedural Manual) and those contained in the Grant Contract, then the provisions of the Grant Contract will control. Additionally, in the event of a conflict between the provisions of the Grant Contract and those contained in the Procedural Manual, then the provisions of the Grant Contract will control. The Procedural Manual may, however, contain more stringent requirements than those found in the Application for Funds or this Grant Contract. In which case, the Grantee must comply with the most stringent requirements.

17 Fraud Disclosure

The Grantee must report all known or suspected instances of fraud in connection with the making or receipt of the Grant Contract funds to the State's Chief Risk Officer as soon as evidence of fraud is discovered by the Grantee. "Fraud" means an intentional deception made for personal gain or to damage another.

18 Suspension

By entering into any agreement with the State, accepting any award of funds from the State, or otherwise conducting any business with the State, the Grantee represents that the Grantee, or any principal of the Grantee, has not been suspended from doing business with the State pursuant to the Minnesota Housing Finance Agency Board of Directors Participant Suspension Policy. A principal is defined as: (a) an officer, director, owner, partner, principal investigator, or other person within an

organization or entity doing business with the State with management or supervisory responsibilities; or (b) a consultant or other person, who: (1) is in a position to handle state funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to be performed under contract with the State. Please contact the State's Authorized Representative for a list of all suspended individuals and organizations.

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1. GRANTEE:

Historic Saint Paul Corporation

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

By: [Signature]
Title: Executive Director
Date: 3/1/19

By: _____
Title: _____
Date: _____

2. STATE AGENCY:

Minnesota Housing Finance Agency

By: [Signature]
Kasey Kier

Title: Assistant Commissioner, Single Family Division

Date: 4/8/19

Distribution:
State Agency
Grantee
State's Authorized Representative

**EXHIBIT A
GRANTEE'S DUTIES**

1 General Use of Grant Contract funds

Terms used in this Exhibit A that are not defined in the Grant Contract have the meanings as defined in the Procedural Manual. All Grant Contract funds must be used by the Grantee to fund (in whole or in part) the activities in accordance with the Grant Contract, the Procedural Manual, and the Application for Funds, including, but not limited to, the following terms:

Number of Qualified Dwelling Units to be completed: **1**

Target area: **412 Goodrich Avenue, Saint Paul**

Income served: **Up to 115% of area median income.**

Total Administration fee from Grant Funds: **\$0**

Grant Funds are provided for Value Gap in the acquisition, rehabilitation, and resale of one home at 412 Goodrich Avenue in the City of Saint Paul's West Seventh neighborhood.

Typical Impact Fund Value Gap subsidy per unit is \$50,000.

2 Total Obligation of Funds

Minnesota Housing accepts the Application for Funds and reserves for use by the Grantee the following funds under the Impact Fund, subject to the terms and conditions of the Grant Contract, up to the respective dollar amounts:

TYPE OF FUNDS	DOLLAR AMOUNT
Grant Funds	\$50,000
Grant Funds - Indian Set-Aside	\$0
TOTAL OBLIGATION	\$50,000

3 Additional Requirements/Reporting

Grantee agrees to the following additional requirements/reporting in addition to those contained in the Grant Contract:

Disbursements of funds contingent upon other sources of funding.

4 Extended Requirements/Reporting

Grantee agrees to the following additional requirements/reporting, which survive the expiration or cancellation of the Grant Contract, in addition to those contained in the Grant Contract:

None

5 Repayment of Grant Contract funds

Further, the Grantee must repay, without interest, that portion of the Grant Contract funds that were disbursed by Minnesota Housing to the Grantee and which the Grantee failed to use for the purposes relating to the use of Grant Contract funds that are stated in the Grant Contract.

Any amounts that are to be repaid under this paragraph are payable upon demand, and, if not paid when due, shall bear interest until paid at the rate of ten percent (10%) per annum.

6 Conflicts of Interest

The Grantee must avoid and immediately disclose to Minnesota Housing any actual, potential, or perceived conflicts of interest, and maintain a policy to manage conflicts of interest.