



**Minnesota State Arts Board**  
540 Fairview Avenue North, Suite 304  
Saint Paul, MN 55104  
(651) 539-2650 | (800) 866-2787

**FISCAL YEAR 2021  
CREATIVE SUPPORT FOR ORGANIZATIONS**

Grant Number 111613

**Legal Name** City of Saint Paul

**This grant contract** is between the State of Minnesota, acting through its Board of the Arts (referred to as the "Board"), and **The City of Saint Paul, through its Department of Parks and Recreation** (referred to as the "Grantee").

Whereas, Minnesota Statutes 2019, section 129D.04, authorizes the Board to distribute grants, loans, and other forms of assistance for artistic activities; and

Whereas, the Minnesota State Legislature in the 2019 First Special Session, chapter 2, article 4, section 2, subdivision 3, appropriated \$33,150,000 from the arts and cultural heritage fund to Minnesota State Arts Board for fiscal year 2021 arts grant programs and services; and

Whereas, the Minnesota State Legislature in the 2019 First Special Session, chapter 10, article 1, section 24, subdivision 1, appropriated \$7,541,000 from the State's general fund to the Minnesota State Arts Board for fiscal year 2021 arts grant programs and services; and

Whereas, the United States Congress, acting through the National Endowment for the Arts, has awarded \$835,600 to the Minnesota State Arts Board for fiscal year 2021 for arts programs and priorities in Minnesota;

Whereas the Board has instituted a pilot grant program, Creative Support for Organizations, and has selected the applicant as a Grantee in that program;

Therefore, the Board agrees to award to the Grantee a fiscal year 2021 Creative Support for Organizations grant in support of eligible costs as described in the Grantee's Application; and

The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the Board. Pursuant to Minnesota Statutes §16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Therefore, the Board and Grantee agree to the following terms and conditions, and further agree that Grantee's failure to comply with any of the requirements of this contract may jeopardize its eligibility to apply for or receive future Arts Board grants.

**A. PURPOSE**

The purpose of this grant program is to help arts organizations, and nonarts organizations that regularly offer arts programming as an integral part of their mission, adapt to the changing environment caused by the global pandemic. Grantees will be able to determine how best to use funds to stay relevant and connected to the audiences, participants, students, or communities that participate in their regular arts programming. By using their creativity and connection to community, this grant program is intended to help Minnesota organizations maintain the long-term viability of their arts programming so that Minnesota residents and communities will maintain access and connection to the arts.

## B. DEFINITIONS

For the purpose of this grant contract the following terms shall have the meanings given to them.

“Arts and cultural heritage fund” means the special fund, created by the Minnesota Constitution, article XI, section 15, proceeds of which may be spent only for arts, arts education, and arts access and to preserve Minnesota’s history and cultural heritage.

“Authorizing official” means the individual delegated authority to enter into contracts and accept grants for the Grantee's organization (e.g. president or comparable officer, executive director, board chair).

“Primary contact person” means the individual with delegated authority to act for the Grantee's organization on grant activity matters such as signing off on final reports and routine contact with the Board.

“Application” means the official set of forms supplied by the Board and submitted by the Grantee, including any required attachments, which is stored in WebGrants and incorporated into this contract. To open the Application, select Login to WebGrants from the front page of the Board’s Web site at <http://www.arts.state.mn.us/>, enter log in information, select My Grants and the title of the grant that matches grant number listed on page one of this grant contract.

“Event” means a performance, exhibition, screening, workshop, class, or any other activity intended for an audience or group of participants.

## C. TERM OF GRANT CONTRACT

**Effective date:** This grant contract shall take effect on the date the Board obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5. Per Minnesota Statutes §16B.98, subdivision 7, no payments will be made to the Grantee until this grant contract is fully executed.

The Grantee must not begin work, and may not expend any grant funds, under this grant contract until this grant contract is fully executed and the State’s Authorized Representative has notified the Grantee that work may commence.

**Expiration date:** This grant contract shall end on March 31, 2022, or the date that all obligations have been satisfactorily fulfilled, whichever occurs first.

All eligible costs must be incurred between the effective date and the expiration date of the grant contract.

## D. CONSIDERATION AND PAYMENT

The State will pay for services performed by the Grantee under this grant contract as outlined below.

The total obligation of the State for all compensation to the Grantee under this grant contract will not exceed \$15,000.

Grant contracts that are fully executed will be payable in full on April 20, 2021.

Allow three weeks for processing of scheduled payments.

The Grantee agrees to return to the Board all funds not spent at the end of the grant period.

The Board advances payments on all grants. The justification for making advance payment is as follows: The Board uses a stringent, competitive review process to determine which organizations to fund; this process ensures that there will be no substantial losses to the State. The agency has had a long-standing tradition of advancing payments to Grantees. Advance payments ensure that activities can begin immediately upon grant contract execution, therefore increasing the amount of time the Grantee has for successful completion of grant outcomes. Advance payments reduce the financial burden a Grantee might suffer waiting for the State to process reimbursements. A rigorous, citizen-driven review process and a practice of making advance payments enable the Board to make the most efficient use of its administrative resources.

### Federal Funds

If no federal grant number, CFDA number, and federal fund amount are listed in this section then no federal funds were used to fund this grant contract. Payments under this grant contract will be made from federal funds obtained by the Board from the National Endowment for the Arts, awarded June 9, 2020, to support partnership agreement activities, federal grant number \_\_, and CFDA number \_\_. The amount of federal funds included in this grant contract is \$0. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee’s failure to comply with federal requirements.

#### **E. THE GRANT ACTIVITIES AND USE OF GRANT FUNDS**

The Grantee shall use grant funds to support the activities described in the Grantee's Application and agrees that the funds received from the Board shall not be used to support any of the following purposes:

1. To support activities in which artists are required to pay excessive artist entry or exhibition fees;
2. To pay debts incurred before the grant period begins;
3. To support activities which are essentially for the religious socialization of the participants or audience;
4. To support activities in primary or secondary level parochial schools;
5. To pay for capital costs, such as improvements, construction, property, or equipment costing \$5,000 or more;
6. To pay bad debts or contingency funds, fines and penalties, interest and other financial costs, or the under-recovery of costs from one grant contract charged to other grant contracts;
7. To start, match, add to, or complete any type of capital campaign (such as endowment, debt retirement, or building campaign);
8. To make political contributions or donations, pay lobbyists' fees, to cover entertainment costs, or to support activities that attempt to influence any state or federal legislation or appropriation;
9. To support activities taking place after the end of the grant period;
10. To support an event that is not open to the general public or an event that does not establish admission charges when feasible;
11. To support projects, programs, or activities that take place outside the state of Minnesota.

In addition to the above conditions, the Grantee agrees that the arts and cultural heritage funds shall be used to:

1. Supplement and not substitute for traditional sources of funding. The Arts Board defines "traditional sources" as funds received from the State of Minnesota's general fund or capital investment budget.
2. Support projects, programs, or activities that have measurable outcomes, and a plan for measuring and evaluating the results.
3. Support only those administrative, indirect, or institutional overhead costs that are directly related to and necessary for carrying out Grantee's projects, programs, or activities that are supported by arts and cultural heritage fund dollars.

Arts and cultural heritage funds may not be spent on administrative, indirect, or institutional overhead costs unless they are directly related to and necessary for Grantee's projects, programs, or activities that are supported by arts and cultural heritage fund dollars.

#### **F. AMENDMENTS**

Amendments to this grant contract shall be in writing using the contract amendment form available from the Board and shall not be effective until it has been executed and approved by the same parties who made the original contract, or their authorized successors or designees. The Grantee agrees to submit any request to amend the contract to the Board during the term of the contract (see section C. Term of Grant Contract), and not later than 30 days prior to making any desired changes in the contract activities. Changes that will significantly alter proposed activities or budget must be submitted and approved in advance.

#### **G. NOTIFICATION AND CHANGES REQUIRING PRIOR APPROVAL**

The Grantee agrees to notify the Board, in writing, immediately of any change in the primary contact person or authorizing official, address, e-mail, or phone numbers relative to this grant contract.

#### **H. ACKNOWLEDGMENT**

Grantee must acknowledge this Minnesota State Arts Board grant. Publications, printed programs, or other graphic material related to activities supported must use the Arts Board and Minnesota legacy logos, and the following credit line:

***This activity is made possible by the voters of Minnesota through a grant from the Minnesota State Arts Board, thanks to a legislative appropriation from the arts and cultural heritage fund.***

Using the Arts Board and Minnesota legacy logos are required, however using the logos alone is not sufficient to meet this requirement; the text must also be included. Digital files for the required logos can be downloaded from the Board's Web site at <http://www.arts.state.mn.us/grants/support.htm>.

Oral acknowledgment should be given at any event for which there is no printed program, and in interviews with the media.

## **I. REPORTING**

The Grantee agrees to report to the Board using the final report form, supplied by the Board, and submit one sample acknowledgment, as described in section H of this grant contract, by April 30, 2022. Grantee will be expected to report on activities that were supported and outcomes that were achieved as a result of this grant, and shall account for all funds awarded through this grant contract.

The Grantee agrees to return to the Board all funds not spent on the activities for which these funds were awarded within 30 days of the end of the grant period.

These obligations survive the expiration date of this grant contract.

## **J. RECORDKEEPING, AUDITS, AND MAINTENANCE OF RECORDS**

The Grantee agrees to abide by the financial record keeping standards that require the Grantee to:

1. Provide for accurate, current, and complete disclosure of the financial results of the grant activities in accordance with Board reporting requirements;
2. Maintain records that identify adequately the source and application of funds for grant supported activities;
3. Provide effective control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes;
4. Provide a comparison of actual with budgeted amounts for the grant;
5. Provide principles and standards for determining allowable costs applicable to this grant (see Grant Activities and Use of Grant Funds section of this contract); and
6. Maintain accounting records that are supported by source documentation.

If Grantee received \$750,000 or more in a year from the federal government, the Grantee shall also comply with federal audit requirements in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and Title 2, "Office of Management and Budget Guidance for Grants and Agreements Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If a Single Audit is required, the Grantee agrees to forward one copy to the State Auditor's Office.

Under Minnesota Statutes 16B.98, subdivision 8, the books, records, documents, and accounting procedures and practices of the Grantee or other party that are relevant to this grant agreement are subject to examination by the Board and the legislative auditor for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. This authority also is extended to the National Endowment for the Arts, the comptroller general of the United States, or any other duly authorized representative of state or federal government. The examination and use may include the making of audits, excerpts, transcripts, and other lawful purposes.

The fiscal records to be retained include, but are not limited to, invoices, receipts, canceled checks, supporting documents, statistical records, and all other records relating to this grant contract.

The program records to be retained include, but are not limited to, printed programs, posters, newspaper articles, and other publicity and information relating to this grant contract, as well as documentation appropriate to the grant activities.

These obligations survive the expiration date of this grant contract.

## **K. TERMINATION, RESCINDMENT, AND PENALTIES**

This grant contract may be terminated at any time by mutual written agreement of the Board and Grantee; or upon written notice to the Grantee from the Board in the event the Grantee fails to comply with one or more of the conditions set forth in this grant contract.

The Grantee is responsible for complying with all applicable federal, state, and local laws, rules, regulations, and ordinances in relation to the use of these funds. Failure to comply may result in termination or forfeiture of the grant.

In the event of termination, the Grantee agrees to return all funds that have not been expended as of the date of the termination and all funds that the Board determines were spent in violation of this grant contract.

The Board may assign penalties for Grantee's failure to comply with any requirements of this contract.

These obligations survive the expiration date of this grant contract.

**L. BOARD'S AUTHORIZED AGENT**

The Board's authorized agent for the purposes of administration of this grant contract is the executive director. The Board's contact for the purposes of this grant contract is Rina Rossi at [Rina.Rossi@arts.state.mn.us](mailto:Rina.Rossi@arts.state.mn.us) or (651) 539-2661 or (800) 866-2787.

**M. ASSIGNMENT, WAIVER, AND GRANT CONTRACT COMPLETE**

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

**Waiver:** If the Board fails to enforce a provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

**Grant Contract Complete:** This grant contract contains all negotiations and agreements between the Board and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

**N. 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 act 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 Statutes Chapter 466, et. seq. and other applicable law.

**O. AFFIRMATIVE ACTION**

The Grantee certifies having received a certificate of compliance from the commissioner of human rights pursuant to Minnesota Statutes, section 363A.36, when applicable.

**P. WORKERS' COMPENSATION**

In accordance with the provisions of Minnesota Statutes, the Grantee certifies compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, section 176.181, subdivision 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.

**Q. ANTITRUST**

The Grantee hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and services provided in connection with this grant contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota, when applicable.

**R. BOARD RULES**

The Grantee agrees to comply with the rules of the Board, Minnesota Rules, chapter 1900, pertinent to the grant program of this grant contract. If and to the extent that this grant contract is construed to be inconsistent with the rules of the Board, the rules shall govern.

**S. DATA DISCLOSURE**

Under Minnesota Statutes § 270C.65, subdivision 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 Board, 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.

These obligations survive the expiration date of this grant contract.

**T. 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, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**U. FEDERAL COMPLIANCE**

The Grantee agrees to abide by all requirements of federal law applicable to programs funded in whole or in part by the National Endowment for the Arts including, but not limited to, the laws listed herein. General descriptions of those laws

pertinent to this grant contract are provided below for the convenience of the Grantee only and are not intended to, and do not, interpret those laws. Grantee should consult the actual laws or legal counsel to determine their requirements and applicability.

**National Endowment for the Arts regulations:** 45 C.F.R. parts 1110, 1151, 1153, 1154, 1157, 1158.

General Terms and Conditions of National Endowment for the Arts grants are available on the NEA Web site at <http://arts.gov/grants/manage-your-award/partnership-agreements-fy15-and-later>.

**Age Discrimination Act of 1975:** This act provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance as specified under 42 U.S.C. 6102.

**Fair Labor Standards:** Federal law requires that labor standards on activities assisted in part by funds from the National Endowment for the Arts must comply with 29 C.F.R. Part 505.

**Discrimination on the Basis of Race, Color, or National Origin:** No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under these grant activities, as specified under 42 U.S.C. 2000d.

**Debarment and Suspension:** Grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency, nor has, within the three years preceding the submission of the application for this grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with a public (federal, state, or local) transaction or a grant contract under a public transaction; for violation of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; had any public transactions terminated for cause or default; or is presently indicted for or otherwise criminally or civilly charged by a governmental entity with any of the preceding offenses.

**Drug-Free Workplace Act of 1988:** The Grantee is required to certify to the Board that it will provide a drug-free workplace [45 C.F.R., part 1154.600(a) (1)]. Grantees should refer to 45 C.F.R., part 1154, Appendix C, for language regarding the required certification.

**Discrimination of Individuals With A Disability:** No otherwise qualified individual with a disability in the United States, shall, solely by reason of disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under these grant activities pursuant to 29 U.S.C. section 794 (Rehabilitation Act of 1973). The phrase "individual with a disability" means any person who (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (b) has a record of such an impairment, or (c) is regarded as having such an impairment and as otherwise defined by 29 U.S.C. section 705 (20).

**Americans with Disabilities Act of 1990 (ADA):** The ADA encompasses private sector entities that serve the public including arts organizations that do not receive federal support, retail businesses, movie theaters, and restaurants. It extends accessibility requirements for individuals with disabilities to the private sector.

**Lobbying:** The federal provisions regarding the use of National Endowment for the Arts funds for lobbying activities are included in two provisions. 18 U.S.C. Sec. 1913, "Lobbying with appropriated moneys," prohibits any federally appropriated funds to be used directly or indirectly to pay for activities intended or designed to influence a member of Congress. In addition, 31 U.S.C. Sec. 1352, "Certification regarding lobbying," prohibits the use of federally appropriated funds to pay costs associated with lobbying members of Congress, employees of Congress, and employees of federal agencies regarding the award or amendment of any federal grant, cooperative agreement, contract, or loan. Exempted from the definition of lobbying are certain agency and legislative liaison activities and professional and technical services. Use of nonfederal funds for such activities must be disclosed to the federal agency. Exempted from the disclosure requirement are lobbying activities of long-term employees.

**Sex Discrimination:** No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance, as specified under Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, as amended.

**V. PATENTS AND COPYRIGHTS**

To the extent allowable by federal law, any and all patents, copyrights, or other legal interest in and relevant to the grant activities, or materials generated in pursuance of the grant activities, shall be the sole and exclusive property of the Grantee or the Grantee's designee.

**W. OTHER PROVISIONS**

If the Grantee is a business or private enterprise that receives grants or loans from the State of Minnesota in amounts over \$200,000 a year, it must list any vacant or new positions with the state work force centers in accordance with Minnesota Statutes, section 116L.66.

**X. ACCEPTANCE OF GRANT CONTRACT**

This grant contract shall not be considered accepted, approved, or effective until all required signatures are affixed. The Grantee is responsible for the obligations contained herein. If the terms of this grant contract are not clearly understood, Grantees are advised to seek assistance before signing.

For the purposes of execution, the signatures of two different corporate officials, having the authority to enter into this grant contract on Grantee’s behalf, are required.

**XI. COUNTERPARTS**

This contract may be executed individually or in counterparts, with each part an original, and together all parts form a single document.

**XII. ELECTRONIC SIGNATURES**

The parties agree that the electronic signature of a party to this contract be valid as an original signature of such party and shall be effective to bind such party to this contract. The parties further agree that any document (including this contract and any attachments or exhibits to this contract) 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 when printed from electronic files. For purposes hereof, “electronic signature” also means manually signed original signature that is then transmitted by an electronic means, including without limitation a faxed version of an original signature of 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 contract.

1.

<b>GRANTEE</b>
michael hahm
Authorizing official, printed name
 michael hahm (Mar 31, 2021 11:30 CDT)
Signature
director
Title
Mar 31, 2021
Date

3.

<b>MINNESOTA STATE ARTS BOARD</b>
<u>Susanne K. Gens</u>
Authorizing official, printed name
Signature
<u>Executive director</u>
Title
Date

2.

<b>GRANTEE</b>
Thomas J. Russell

Authorizing official, printed name  <a href="#">Thomas J. Russell (Mar 31, 2021 10:50 CDT)</a>
Signature Deputy Director- Saint Paul Parks And Recreation
Title <b>Mar 31, 2021</b>
Date

Authorizing official, printed name
Signature
Title
Date

Approved as to Form:



[Sarah K Sullivan \(Apr 1, 2021 09:13 CDT\)](#)

Assistant City Attorney