

**MINNESOTA HISTORICAL SOCIETY
CERTIFIED LOCAL GOVERNMENT GRANT AGREEMENT**

<u>ACCOUNT NO.</u>	<u>FISCAL YEAR</u>	<u>OBJECT CODE</u>	<u>FEDERAL PROJECT NO.</u>	<u>DOLLAR AMOUNT</u>
00284	2014	5260	27-14-61930.010	\$13,000 grant \$7,920 match

This Agreement is made by and between the Minnesota Historical Society hereinafter called the Society), and the City of St. Paul (hereinafter called the City), pursuant to authority granted by the National Historic Preservation Act of 1966, as amended.

WHEREAS, pursuant to the Act, the Society has been allocated funds by the United States Department of the Interior for use by Certified Local Governments for qualifying historic preservation activities; and

WHEREAS, the City has applied for and been granted Certified Local Government Status and has made application for Certified Local Government funds to be utilized in carrying out the project described in Attachment A of this Agreement,

NOW, THEREFORE, in consideration of and in reliance upon the mutual covenants and agreements contained herein, the parties hereto do covenant and agree, each for themselves and their respective successors and assigns, to carry out the project under the following provisions.

I. PROJECT DESCRIPTION

- A. The Project Time Period, Work Summary, Photograph Guidelines (where applicable), Consultations and Progress Reports, Final Products, Project Director's Report, Project Budget, and Reimbursement Schedule are described in the Project Description, Attachment A, which is attached hereto and made a part hereof.
- B. The City agrees the project will be carried out as described in the Project Description, unless modified pursuant to the provisions of Section V of this contract.
- C. The Society will reimburse the City for the budget costs identified as Historic Preservation Fund (HPF) federal dollars in the Project Description, following submittal of materials as described in Section III of this Agreement. Final products which do not conform to the terms and conditions of this Agreement or which do not meet the applicable Secretary of the Interior's Standards will not be reimbursed.

II. ASSURANCES

- A. The City assures that all work carried out on this project will conform to the *Secretary of the Interior's Standards for Archaeology and Historic Preservation* (as

published in the Federal Register of September 29, 1983) and that the project personnel meet the Secretary of the Interior's Professional Qualifications Standards (as published in the Federal Register of September 29, 1983) as stipulated in the Project Description.

- B. The City assures that this project will be administered and conducted in accordance with the following:
1. OMB Circular A-87 "Cost Principles Applicable to Grants and Contracts with State and Local Government" and OMB Circular A-102 (revised) "Uniform Requirements for Assistance to State and Local Governments."
 2. Department of the Interior regulations 43 CFR Part 12, Subpart C - "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
 - a. In addition to the requirements of these regulations the City will allow a minimum of two weeks between the date bid solicitations are published and the date bidders must respond; and allow eighteen calendar days between the date invitations are mailed to potential bidders and the date bidders must respond.
 3. Public Law 101-517, Title V, Section 511, states: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be furnished by nongovernmental sources.
 4. The "Single Audit Act of 1984."
 5. Historic Preservation Fund (HPF) Grants Manual (previously known as National Register Programs Guideline NPS-49).
- C. The City acknowledges that this project is being supported, in part, with funds from the United States Department of the Interior. As a condition of receiving such funds, the City assures compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.

The City also agrees as follows:

In the hiring of common or skilled labor for the performance of any work hereunder, no contractor, material supplier or vendor shall, by reason of race, creed or color, discriminate against any person or persons who are citizens of the United States, or

resident aliens, who are qualified and available to perform the work to which the employment relates.

No contractor, material supplier or vendor shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in the preceding paragraph, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color.

The violation of this section is a misdemeanor pursuant to Minnesota Statutes.

This Agreement may be canceled or terminated by the Society, and all money due, or to become due hereunder may be forfeited for a second or any subsequent violation of the terms of this section.

- D. The City will indemnify and save and hold the Society and the Department of the Interior harmless from any and all claims or causes of action arising from the performance of this project by the City.
- E. The City agrees to make repayment of grant funds to the Society if terms and conditions of this Agreement are not followed or costs claimed are subsequently disallowed.
- F. The City, in accordance with provisions of 18 USC 1913 regarding lobbying, assures that no part of grant budget will be used directly or indirectly or to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This shall not prevent communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.
- G. The City agrees any publications, studies, reports, presentations, films, audio visual materials, exhibits, or other material prepared with grant assistance will contain an acknowledgment of HPF grant funds and nondiscrimination policy as follows:

"The activity that is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, U. S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

"This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, U. S. Department of the Interior, National Park Service, 1849 C St., NW, Washington, D.C. 20240."

- H. The City assures that transferred federal monies will not be applied as part of the matching (applicant) share, and that monies used as match on other federal grants will not be used as matching (applicant) share on this project.
- I. The City agrees not to contract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, Debarment and Suspension. Current lists of such parties are on file in the Society's Grants Office and are available for review by the City. As a condition of this Agreement, the City shall complete and execute the attached *Certification Regarding Debarment, Suspension, and other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying* (see page 7-9).

III. REIMBURSEMENT PROCEDURES

- A. Payments under this Agreement will be made on a reimbursable basis according to the schedule included in the Project Description (see Attachment A). All supporting fiscal documentation must be submitted prior to reimbursement.
- B. A Request for Reimbursement must include the following:
 - 1. Request for Reimbursement Form (see Attachment B). An electronic version of the form can be found on the Society's website at:
http://www.mnhs.org/legacy/grants/docs_pdfs/reimbursment_form.pdf
 - 2. Supporting fiscal documentation for all project costs during the period covered by the request, including both federally funded items and applicant match items. Fiscal documentation shall include acceptable types of documentation such as:
1. copies of In-Kind (GRANTEE personnel) and/or Donated Services (volunteer) timesheets; 2. copies of *Value of Donated Supplies and Materials* form; 3. copies of invoices; and 4. copies of cancelled checks (See Attachment C for Information on Allowable Costs.)
 - 3. If project work begins prior to September 30, and the City wishes to claim these costs, a Request for Reimbursement must be submitted at the end of the federal fiscal year. Applicant match must be equal to, or may exceed, the federal funds requested as of September 30 (also see Reimbursement Schedule of Attachment A).

4. The final report including final products. These must be completed and submitted electronically in the SOCIETYS Grants Portal (<https://mnhs.fluxx.io>). (see Attachment A)
- C. Request for Reimbursement Form with supporting documentation should be uploaded to the Society's website with the final report and final products.
- D. When both the financial documentation and the product documentation has been found to be acceptable by the Society, funds will be requested from the Department of the Interior and will be forwarded to the City when the funds have been received by the Society.

IV. AUDIT

The City must submit a copy of all audited financial statements completed pursuant to OMB Circular A-133 for all fiscal years which include the project period. These must be submitted to Monica Zarembski, Minnesota Historical Society, Finance Office, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102-1906, within 120 days of their completion.

V. AMENDMENTS AND CANCELLATION

A. Amendments

1. Any significant variations from the approved work summary, products, budget, and performance/reporting milestones described in Attachment A which are experienced or anticipated during the course of the project and any significant problems, delays, or adverse conditions which materially affect planned performance should be submitted in writing to Mandy Skypala, Minnesota Historical Society, Grants Office, 345 Kellogg Boulevard West, Saint Paul, Minnesota, 55102-1906. The Society will respond in writing, either approving or not approving the changes, and may amend the contract if deemed necessary. The City is aware that some changes may require approval by the National Park Service and agrees to submit any necessary changes as early as possible during the project period. Variations which are not known until the conclusion of the project may be submitted with the final Request for Reimbursement; however, the City understands that costs may be disallowed if changes are not approved.
2. If any part of the budgeted federal grant funds will not be used, the City must notify the Society at least sixty (60) days before the project's ending date. Failure of the City to notify the Society may result in the loss of federal funds to the state, and may have an adverse effect on future applications for CLG funds by the City.

- B. Cancellation. The Society reserves the right of termination for cause on a thirty (30) day notice should it be determined that the City has failed to materially comply with the terms and conditions of this Agreement. This Agreement may

also be terminated when both parties agree that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of the Society and/or the City. In the event of termination, the City may be reimbursed for eligible expenses incurred prior to termination or by a negotiated settlement.

Once this Agreement is signed, it controls all activities during the project time period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date(s) indicated below intending to be bound thereby.

Minnesota Historical Society
345 Kellogg Boulevard West
Saint Paul, Minnesota 55102

City of St. Paul
25 W 4th Street
1400 City Hall Annex
St. Paul, Minnesota 55102

D. Stephen Elliott, Director and CEO (date)
and State Historic Preservation Officer

signature (authorized official) (date)

(print name and title)

Barbara Mitchell Howard (date)
Deputy State Historic Preservation Officer

signature (project director) (date)

MHS Contracting Officer (date)

PROJECT DESCRIPTION

City (CLG): City of St. Paul
Federal Grant No: 27-14-61930.010
Grant Time Period: July 1, 2014 to July 31, 2015

Work Summary:

The purpose of this project is to update and revise the city's heritage preservation ordinance (Leg. Code 73). The project will result in the following:

- 1) clarification and expansion of definitions, roles, responsibilities and processes (HP1.1a),
- 2) broadening the declaration of public policy and purpose statement (HP1.1b, HP1.2),
- 3) clarification and improvement of enforcement duties including interim protection during designation (HP1.1d),
- 4) clarification of criteria for the identification, evaluation and designation processes (HP1.2e),
- 5) research of historic variances as a new incentive for rehabbing historic properties (HP1.1f),
- 6) introduction of a new fee schedule for various reviews and appeals,
- 7) exploring ways to address economic challenges that can come with rehabilitations, and finally
- 8) updating other sections of the Legislative and Administrative Codes for consistency. This includes adding HPC bylaws.

The study will conform to the *Secretary of the Interior's Standards for Planning* (pages 44716 to 44720) in the Federal Register of 9-29-83. The project will be accomplished under the supervision of personnel meeting the Secretary of the Interior's Professional Qualifications Standards.

Consultations and Progress Reports:

1. The CITY will inform the SOCIETY'S Grants Office of the name and qualifications of the historian, architectural historian, or historical architect with whom it has contracted **within fifteen (15) days** of the contract's execution. The CITY will at the same time provide a copy of the contract and a complete report on the procurement process demonstrating compliance with Federal competitive procurement requirements. (See II. ASSURANCES, item B, CLG Agreement, and Part VI of 2014 CLG Grants Manual.)
2. The CITY will submit a brief *Monthly Progress Report* (See 2014 CLG Grants Manual - Attachment F.) to the SOCIETY'S Grants Office by the 15th of each month for the duration of the project period. Product submittals will accompany the monthly reports as specified below.
3. By January 2015, the CITY will submit a draft of the definitions, roles, responsibilities and processes; and a declaration of public policy and purpose statement to the SOCIETY'S Grants Office.
4. By March 2015, the CITY will submit a draft of enforcement duties and interim protection; and criteria for identification, evaluation and designation processes to the SOCIETY'S Grants Office for staff review.

Attachment A: City of St. Paul

Federal Grant No: 27-14-61930.010

- 5. By May 2015, the CITY will submit a draft of variance options, fee schedule for reviews and appeals, and other updates including bylaws to the SOCIETY'S Grants Office for staff review.
- 6. The SOCIETY may request other written progress reports and on-site reviews of project progress, as necessary.

Final Products and Report: The final report must be completed electronically in the Minnesota SOCIETY's Grants Portal (<https://mnhs.fluxx.io>). Items to be uploaded with the final report are:

- 1. An electronic copy of the final draft of the new preservation ordinance written as Chapter 73 of the City's Legislative Code and the additional amendments recommended as part of the Administrative Code and Chapter 45 regarding nuisance properties.
- 2. Request for Reimbursement Form with supporting documentation. (see Part III of the CLG Agreement). The form can be found in the portal or on the SOCIETY's website at: http://www.mnhs.org/legacy/grants/docs_pdfs/reimbursement_form.pdf

Project Budget:

Budget Item	Grant Amount	Match: Cash	Match: In-Kind	Match: Donation	Total Match
City Attorney Review			\$4,960		\$4,960
City Project Manager and Reviewer			\$2,960		\$2,960
Consultant Services	\$13,000				\$0
Total:	\$13,000	\$0	\$7,920	\$0	\$7,920

Reimbursement Schedule: The CITY will be reimbursed, in total amount not to exceed \$13,000, for the actual amounts expended under the federal (HPF) portion of the budget. The CITY must submit a Request for Reimbursement Form along with appropriate fiscal documentation, Final Products, and Project Director's Report to the SOCIETY'S Grants Office no later than August 31, 2015. All project work must be completed no later than July 31, 2015.

Minnesota Historical Society
Grants Office
Request for Reimbursement for Federal HPF Grants

Project: _____

Federal Grant Number: _____

City: _____

MHS Contract Number: _____

Address: _____

Federal Grant Amount: _____

Project Expenditure Classification:
(use budget items from Attachment A of the
Grant Agreement)

Total Expenditures

Federal

Applicant Match

TOTAL

Supporting documentation for all costs claimed in this request must be attached. Each supporting document should be labeled with the appropriate Project Expenditure Classification.

I certify that this request for Reimbursement represents actual project expenditures carried out within the period of the project.

Date: _____

Signature: _____

Print name
and title: _____

Telephone: _____

SUPPLEMENTAL INFORMATION ON ALLOWABLE COSTS

All costs for this project must be in conformance with OMB Circular A-87 and A-102 (revised) and the National Register Programs Guidelines NPS-49. The following points provide supplementary guidance and emphasis for areas where questions or problems may arise.

1. The project budget is divided into those costs to be reimbursed by Historic Preservation Funds (HPF federal dollars) and those costs which are covered by the City (applicant match). All costs--both HPF federal dollars and the applicant match--must be adequately documented on a Request for Reimbursement Form. The applicant match portion must total, at a minimum, an amount equal to the federal portion.
2. All costs must be in payment of an obligation incurred during the grant time period.
3. All costs must represent expenditures which are necessary for the accomplishment of approved grant objectives.
4. Transferred federal monies cannot be applied as matching applicant share; monies used as match on other federal grants may not be used as matching share on this project.
5. Specific cost categories:

A. Personnel

(1.) Project Specific Personnel are hired as regular employees specifically for the grant project. Eligible costs may include salary expenses as well as other project related expenses incurred for the benefit of the project specific personnel. These costs may be charged to the federal portion and/or to the applicant portion of the project budget. Costs included on a Request for Reimbursement Form must be supported with copies of time sheets showing the employee's name, dates and hours worked, dollar amount, description of work performed, employee's signature, and the Signature of the employee's supervisor. Either the City's time sheets with the above information or MHS time sheets (see Attachment D) are acceptable.

(2.) In-Kind Services (force account personnel) are regular employees of the City who spend all or part of their time on the grant project. Eligible costs include the actual salary of the employee including fringe benefits. (The employee must be working in the same skill for which he/she is normally paid) These costs may be charged to the federal portion and/or to the applicant portion of the project budget. Costs included on a Request for Reimbursement Form must be supported with copies of

time sheets containing information described under 5.A.(1) above as well as documentation supporting the claimed wage rate(s).

(3)Donated Services (volunteer personnel) contribute time to the grant project. If a volunteer is performing tasks within his/her normal trade or profession, the value of the contribution is based on the volunteer's normal rate of pay or the rates listed below. (The Society will furnish rates for other areas upon request.) Benefits are not eligible. If the volunteer is performing tasks outside of his/her profession, a rate of \$21.91/hour can be used. These contributions may be utilized only for the applicant portion of the budget. Costs included on a Request for Reimbursement Form must be supported by time sheets with information described under 5.A.(1) above.

B. Contractual Services are services necessary for the completion of the project which are contracted by the City. The City must follow the requirements of OMB Circular A-102 (revised) regarding procurement standards in arranging for such services. Eligible costs may include the rates actually paid to the contractor. These costs may be charged to the state portion and/or to the applicant portion of the project budget. Costs included on a Request for Reimbursement Form must be supported by copies of invoices and copies of canceled checks.

C. Supplies and Materials

(1) Donated supplies and materials are those taken out of City stock or donated by third parties. The cost of these supplies and/or materials may be charged only to the applicant portion of the budget. Costs included on a Request for Reimbursement Form must be supported by a Value of Donated Supplies and Materials Form (see Attachment E) which must include a description of the materials and/or supplies, date of donation, fair market value, basis for the valuation (i.e., invoice price, price in retail outlet, etc.), and signature of verifying official.

(2) Purchased supplies and materials are those items bought specifically for the project. The City must follow the requirements of OMB Circular A-102 (revised) in the purchase of supplies and materials. The cost of these supplies and/or materials may be charged to the federal portion and/or to the applicant portion of the budget. Costs included on a Request for Reimbursement Form must be supported by copies of invoices and copies of cancelled checks.

D. Indirect Costs may be charged to the project only if the City has a current rate that has been approved by the City's cognizant federal agency and is currently in effect. These costs may be charged only to the applicant portion of the budget. Those costs must be included on page four of the City's CLG grant application.

- E. Mileage Costs may be charged to the project for necessary costs incurred excluding costs of mileage from place of residence of project personnel to the project site. Mileage paid for by the City may be charged to the federal portion and/or to the applicant portion of the budget; donated mileage may be charged only to the applicant portion. Costs included on a Request for Reimbursement Form must be supported with the following information: project personnel name, date of travel, purpose of travel, beginning and ending mileage, and rate claimed. Maximum rate allowable is \$.56 per mile.

**Minnesota Historical Society
Value of In-Kind and/or Donated Services
Time Sheets**

City and Project Name

Federal Grant Number

Name of Person Contributing Services

Type of Worked Performed
(research, planning, secretarial, etc.)

Hourly Rate – Based on: _____

Volunteer personnel donating his/her time to a project may be credited with an agreed rate (See Attachment C of Grant Agreement) **unless** he/she is professionally skilled in the work he/she is performing on the project. When this is the case, the wage rate the individual is normally paid for performing his/her service may be credited to the project. If a higher rate than the published volunteer rate is used, additional documentation and verification is required. Please consult with the Grants Office before claiming the higher rate.

Date	Time of Work				Total Hours	Hourly Rate	Value Hours x Rate
	Start	End	Start	End			
Total Value of Donation							

Signature of Person Donating Time

Date

Supervisor Verifying Accuracy

Date

MINNESOTA HISTORICAL SOCIETY
STATE HISTORIC PRESERVATION OFFICE
Monthly Progress Report Form -- CLG Grants

Grantee: _____ Federal Project No. _____

Report for the Month of: _____

Contact: _____ Daytime Telephone: _____

1. Describe month's progress toward accomplishing the goals of the project. Refer to "consultations" and "final products" listed in Attachment A.
2. Is the project currently on schedule? If not, please explain why.
3. Describe any significant problems encountered this month which may impede the successful completion of the project.
4. Is the project on budget? Approximate costs incurred since the previous progress report (estimate only, including both federal and matching share).

Prepared by: _____ Signature: _____

Date: _____