

Como Park Zoo and Conservatory FY22/23 Legacy Grant

FY 22/23 Legacy Grant

Como Park Zoo & Conservatory

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FollowUp Form

Grant Contract

FY22/23 Grant Title

Como Park Zoo and Conservatory FY22/23 Legacy Grant

This grant contract is between the State of Minnesota, acting through its Commissioner of Administration and the **Grantee**.

Grantee Name and Address-FY22/23 Legacy Grant

Please state grantee name and address.

Como Park Zoo and Conservatory
1225 Estabrook Drive
Saint Paul, MN 55103

Recitals

1. Under Minnesota Statutes §129D.17 and **Minnesota Session Laws-2021, 1st Special Session, Chapter 1, Article 4, Section 2, Subdivision 6**, the State is empowered to enter into this grant.
2. The State is providing grants according to Minnesota Statutes §129D.17 and **Minnesota Session Laws-2021, 1st Special Session, Chapter 1, Article 4, Section 2, Subdivision 6**.
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.

Grant Contract

Effective Date

09/02/21

1 Term of Grant Contract

1.1 Effective Date: Notwithstanding Minn. Stat.§16B.98, Subd. 5, the grantee submitted and the State approved a work plan and budget whose expenditures can be reimbursed as of the effective date of this grant agreement pursuant to Minn.Stat.§16B.98, Subd. 11. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

Original Expiration Date

06/30/2023

1.2 Expiration date: Expiration Date, 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

2.1 2.1 The Grantee will perform, in compliance with **Minnesota Session Laws-2021, 1st Special Session, Chapter 1, Article 4, Section 2, Subdivision 6**, the duties specified in the budget, budget narrative, and work plan project(s) submitted as part of the grant application are fully incorporated into this grant contract.

2.2 Reimbursement is the method for obtaining grant payments. Expenditures eligible for reimbursement shall meet the following criteria: a) deliverable items as stated in the approved Work Plan and Budget, b) incurred within the grant period (Section 1.1 and 1.2), and c) have been paid.

2.3 All other supporting documentation (invoices, receipts and proof of payment) shall be maintained on file by the Grantee and be available upon request by the State.

2.4 The grantee shall comply with the most recent version of the Arts and Cultural Heritage Fund Grant Guidelines and with required grants management policies and procedures under Minnesota Statutes §16B. 97 sub. 4 (a)(1) except when superseded by specific instructions contained herein.

2.5 Modifications greater than 10 percent of any line item in the most recently approved work plan and budget requires prior approval from the State and must be indicated on submitted reports.

2.6 Modifications equal to or less than 10 percent of any line item are permitted without prior approval from the State provided that such modification is indicated on submitted reports and that the total obligation of the State for all compensation and reimbursements to Grantee shall not exceed the total obligation.

3 Time

3.1 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.

3.2 The grantee is required to perform all of the duties cited within clause two "Grantee's Duties" of this agreement within the grant period. The State is not obligated to extend the grant period past the date specified under **Minnesota Session Laws-2021, 1st Special Session, Chapter 1, Article 4, Section 2, Subdivision 6**.

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 total obligation to the Grantee will not exceed Grant Amount.
- b) The Grantee must comply with the Minnesota Constitution, article XI, section 15, and may not substitute money received from a legacy fund for a traditional source of funding.
- c) The Grantee must promptly return to the State any un-expended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

Original Grant Amount

\$2,910,000.00

4.2 Contracting and Bidding Requirements

(a) Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(b) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

(c) 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*. 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.

(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 Underutilized Business Program: Metropolitan Council Underutilized Business 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 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) 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*. 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.

4.3 *Payments to Individuals*

The Grantee must ensure that every individual receiving money from this grant in exchange for work, services, performances or participation, complete IRS form W-4, W-8 or W-9, depending upon the individual's employment or citizenship status. All payments to individuals must comply with federal and state tax laws and reporting requirements.

4.4 *Travel Expenses*

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract provided that travel expenses comply with the most recently approved budget and 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

<http://www.mmd.admin.state.mn.us/commissionersplan.htm>.

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.

4.5 *Total Obligation*

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed Grant Amount.

4.6 *Payment*

The State will promptly pay the Grantee after the Grantee presents, no earlier than the first day of each calendar month, an invoice and reimbursement spreadsheet for the previous month's eligible expenditures, and the State's Authorized Representative accepts the invoice and reimbursement spreadsheet. The grantee can only incur eligible expenditures for the second year of this grant contract as of July 1, 2022.

5 Conditions of Payment

5.1 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.

5.2 The Grantee must compile and submit all information for funded projects or programs required under Minnesota Statutes §129D.17, Subd. 2 (d), to the State, the Legislative Coordinating Commission, and the Legislature as soon as practicable or by January 15 of the applicable fiscal year, whichever comes first.

5.3 Per Minnesota Laws, 2011, 1st Special Session, Article 5, Section 7, Subd. 3, a recipient of money from a legacy fund must not use the money to fund a trust, endowment, or similar instrument unless they meet the requirements listed therein.

FY22/23 Legacy Grantee Authorized Representative

Please state the name of the authorized representative for this FY22/23 Legacy grant. This person will sign the FY22/23 Legacy grant contract agreement.

Michael Hahm

6 Authorized Representative

The State's Authorized Representative is Stacie Christensen, Department of Administration, 658 Cedar Street, Suite 320; St. Paul, MN 55155, or 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 reasonably satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **See Above**. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

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 (a), the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract 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.

10 Government Data Practices and Intellectual Property

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 proper instructions that comply with applicable law concerning the release of the data to the requesting party before the data is released.

10.2. *Intellectual Property Rights*

The grantee retains ownership of all intellectual property created by this grant.

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*

Under Minn. Stat. §129D.17, when practicable, a direct recipient of an appropriation from the arts and cultural heritage fund shall prominently display on the recipient's Web site home page the legacy logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site required under section 3.303, subdivision 10.

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:

1. It does not obtain funding from the Minnesota Legislature.
2. 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 In the Event of a Lawsuit

An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

Signatures

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § § 16A.15 and 16C.05.

ELECTRONIC SIGNATURE

LAURA GOIFFON

DATE

10/12/2021

SWIFT Grant Contract Number-FY20/21

202099/300-10985

ELECTRONIC SIGNATURE

DATE

SWIFT Grant Contract Number

2. GRANTEE

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*

Title*

Date*

By

Title

Date

By

Title

Date

By

Title

Date

3. STATE AGENCY

By

(with delegated authority)

Title

Date

By

Title

Date

File Attachment Summary

Applicant File Uploads

No files were uploaded