

MINNESOTA HISTORICAL SOCIETY

MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANT AGREEMENT

<u>Account No.</u>	<u>Fiscal Year</u>	<u>Object Code</u>	<u>MHS Grant No.</u>	<u>Amount</u>
02484	2013	5260	1205-11837	\$25000 grant \$ match

This agreement is made by and between the Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102, hereinafter called the SOCIETY, acting through its Director, and the City of Saint Paul, 400 City Hall Annex, 25 West 4th Street, St. Paul, Minnesota, 55102 herein called the GRANTEE.

WHEREAS, the Minnesota Legislature, under Minnesota Laws 2011, Chapter 6, Article 4, Section 2, Subdivision 5, approved funding to the SOCIETY for Statewide Historic and Cultural Heritage Grants for the purpose of supporting history programs and projects operated or conducted by or through local, county, regional, or other historical or cultural organizations; or for activities to preserve significant historic and cultural resources such as that which is contemplated by GRANTEE, and

WHEREAS, the GRANTEE and its project *Saint Paul Great River Passage Interpretive & Exhibit Concept Plan* project meets the eligibility criteria for funding under the grants program; and

WHEREAS, the SOCIETY'S Executive Council approved a grant recommended for funding by the Historical Resources Advisory Committee on September 20, 2012.

NOW THEREFORE, in consideration of the award of the grant, the GRANTEE agrees to administer said grant in accordance with the following policies and procedures:

I. PROJECT DESCRIPTION

- A. The project period for this activity is from November 1, 2012 to June 1, 2014.
- B. The project will be carried out in accordance with the provisions of the *Minnesota Historical and Cultural Heritage Grants Manual*. The project will also be carried out in accordance with the GRANTEE'S Minnesota Historical and Cultural Grants Program Grant Application. Page 1 of the application is included as Attachment A, and the entire application is hereby incorporated by reference.
- C. The official project budget as approved by the SOCIETY supersedes the GRANTEE'S grant application budget and is included as Attachment B and hereby incorporated by reference.
- D. Only the items set forth in the Approved Project Budget (Attachment B) may be charged against the grant project.
- E. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon prior written request by the Grantee and prior written approval by the SOCIETY.

- F. Changes in the Approved Project Budget may not exceed twenty (20) percent of any line item. Changes occurring after the project begins that exceed twenty (20) percent of any line item will not be allowed except upon prior written request by the Grantee and prior written approval by the Society.
- G. Changes in the Project Completion Date will not be allowed except upon prior written request by the Grantee and prior written approval by the SOCIETY.
- H. No grant funds may be used to pay indirect costs, commonly referred to as overhead.

## II. ASSURANCES

- A. The GRANTEE understands that this agreement is funded by a grant financed by the State of Minnesota.
- B. The GRANTEE agrees that this project will be administered and conducted in accordance with Minn. Stat. 16B.98 for Grants Management.
- C. The GRANTEE shall hold the SOCIETY and the State of Minnesota harmless from any loss, damage, or expense including reasonable attorneys' fees and other costs of defense, arising as the result of any claim, action, complaint, proceeding, or litigation of any kind whatsoever, directly or indirectly brought about as a result of the funded project.
- D. The GRANTEE agrees that in hiring of common or skilled labor for the performance of any work on the grant project that no contractor, material supplier or vendor shall, by reason of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age, 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.

The GRANTEE agrees 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, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

- E. 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.
- F. The GRANTEE assures that no part of the project budget will be used directly or indirectly 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 the Minnesota Legislature, to favor or oppose, by vote or otherwise, any legislation or appropriation by the Legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This shall not prevent communicating to

members of the Minnesota Legislature on the request of any member or to the Legislature, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

- G. The GRANTEE also agrees that any publicity releases, informational brochures, public reports, publications, and public information relating to approved projects must acknowledge funding assistance from the State of Minnesota from the Arts and Cultural Heritage Fund. Any written materials shall include the following:

"This project has been financed in part with funds provided by the State of Minnesota from the Arts and Cultural Heritage Fund through the Minnesota Historical Society."

### III. PROCEDURES FOR CONTRACTING SERVICES AND MATERIALS

- A. Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process. In addition, any services to be performed by such professionals as architects, consultants, engineers, historical researchers, etc. that are expected to cost between \$5,000 to \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders. Evidence of the offering along with copies of the bids received must be included in the Grantee's financial records for the project.
- B. Services and materials that cost less than \$20,000 may be bid or purchased on the open market. For purchases between \$500 and \$5,000, the grantee must maintain financial records that verify the cost was based on at least three verbal quotes. For purchases greater than \$5,000 and less than \$20,000, the grantee must maintain financial records that verify the cost was based on competitive quotes based on written specifications.
- C. For services and purchases between \$500 and \$5,000, the Grantee must maintain financial records that verify the cost was competitively based on at least three verbal quotes. For purchases greater than \$5,000 and less than \$20,000, the Grantee must maintain financial records that verify the cost was competitively based on at least three written quotes submitted in response to written specifications.

### IV. PAYMENT SCHEDULE

- A. Once the Grant Agreement has been fully executed, the Grantee will receive a check from the SOCIETY for ninety percent (90%) of the grant award.
- B. Retainage. A total of ten percent (10%) of the grant funds will be released as the final payment after work is complete and fiscal documentation and the project completion report, have been reviewed and accepted by the SOCIETY.

### V. FINANCIAL DOCUMENTATION AND FINAL REPORTING

- A. The GRANTEE will submit all financial documentation for project expenditures and a completed Project Activity Report with photographs documenting project work on or before June 30, 2014. (Work on the project must be concluded by June 1, 2014)

- B. The financial documentation for project costs shall include acceptable types of documentation such as: (1) copies of invoices/receipts, (2) copies of project personnel timesheets (if applicable), (3) copies of in-kind and/or donated services timesheets (if applicable), and (4) copies of donated materials forms.

- 1. The financial documentation should be submitted to Grants Office, Minnesota Historical Society, 345 Kellogg Boulevard West, St. Paul, Minnesota 55102.

## VI. AUDIT

- A. The Grantee must maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure the proper disbursing of and accounting for grant funds. The Grantee must maintain records and accounts for this project on file for a minimum of six (6) years after approval of the Final Report.
- B. The Grantee agrees to maintain records to document any matching funds claimed as part of the project. The Grantee further agrees to secure reasonable written proof of the value of Staff or Volunteer Labor, and for Donated Materials contributed to the project.
- C. The Grantee agrees that accounts and supporting documents relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by the SOCIETY, its designated representatives, or any applicable agency of the State of Minnesota.

## VII. AMENDMENTS AND CANCELLATION

### A. Amendments

Any significant variations from proposed work, costs, and/or time frames described in this agreement 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 Grants Office, Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102.

The SOCIETY will respond in writing, either approving or not approving the changes, and may amend the agreement if deemed necessary. Variations which are not known until the conclusion of the project may be submitted with the Financial Documentation; however, the GRANTEE understands that costs may be disallowed if changes are not approved. Any amendments to this agreement shall be in writing, and shall be executed by the same parties who executed the original agreement or their successors in office.

### B. Cancellation

The SOCIETY may, upon 30 days' prior written notice, cancel this agreement if it determines that the GRANTEE has materially breached any term or condition.

In addition, both parties may mutually agree to cancel the agreement if they determine that the project will not produce beneficial results commensurate with further expenditure of

funds or because of circumstances beyond the control of either party. In the event of cancellation, the SOCIETY may withhold proceeds of the Grant; demand that the GRANTEE return any already disbursed proceeds to the Finance Commissioner; and seek any additional legal or equitable remedy(ies).

Finally, the GRANTEE hereby acknowledges that the proceeds of the Grant are being financed in part with funds provided by the State of Minnesota and administered through the Society, and that, per Laws of Minnesota, 2011, First Special Session, Chapter 6, Article 5, Section 8 (b), the funding will be canceled to the extent a court determines that the appropriation, or portion thereof, unconstitutionally substitutes for a traditional source of funding.

I have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project 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 Saint Paul  
400 City Hall Annex  
25 West 4th Street  
St. Paul, Minnesota 55102

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

\_\_\_\_\_  
(signature - authorized official)

\_\_\_\_\_  
(print name) (date)

\_\_\_\_\_  
Barbara Mitchell Howard, Head, Historic (date)  
Preservation Department and Deputy  
State Historic Preservation Officer

\_\_\_\_\_  
(title)

\_\_\_\_\_  
MHS Contracting Officer (date)

ADDITIONAL SIGNATURES PAGE

**For the City of Saint Paul:**

\_\_\_\_\_  
(Signature - Mayor)

\_\_\_\_\_  
(print name) (date)

\_\_\_\_\_  
(Signature – Director of Financial Services)

\_\_\_\_\_  
(print name) (date)

\_\_\_\_\_  
(Signature –Director, Parks and Recreation)

\_\_\_\_\_  
(print name) (date)

Approved as to form:

\_\_\_\_\_  
(Signature – Assistant City Attorney)

\_\_\_\_\_  
(print name) (date)

Attachment A

Saint Paul Parks and Recreation

**R-1205-11837**

Request for \$25,000.00

Completion of Stage I (Gather data, identify partners) and Stage II (Concept Development) in order to be prepared for the next step, Stage III (Draft Plan) to ultimately, upon completion of Stages III and IV, compile a report ready for design and engineering of interpretive exhibits highlighting the history of the recently unveiled Great River Passage Master Plan for the Mississippi River in Saint Paul.

Status: [Pending Final Review](#)

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Applicant: Saint Paul Parks and Recreation

Governance/Board Members:

City Council: Kathy Lantry, Chair, Melvin Carter, Dave Thune, Christopher Tolbert, Russ Stark, Amy Brendmoen, Dan Bostrom

Applicant Organization Type: Local/Regional Government

Sponsored Entity (if applicable):

Project Title (Be descriptive and succinct): Saint Paul Great River Passage - Interpretive Plan

Brief Project Summary:

Completion of Stage I (Gather data, identify partners) and Stage II (Concept Development) in order to be prepared for the next step, Stage III (Draft Plan) to ultimately, upon completion of Stages III and IV, compile a report ready for design and engineering of interpretive exhibits highlighting the history of the recently unveiled Great River Passage Master Plan for the Mississippi River in Saint Paul.

Fiscal Year: 2013

Grant Cycle: Summer

Is this is a partnership project?

Grant Type: MN Historical and Cultural

Category: History Projects

Sub-Category: Interpretive Programs

Internal Reviewer: David Grabitske

Board Authority Date:

Start Date: 11/1/2012

End Date: 6/1/2014

Extension Date (if required)::

Route For Review: Historical Resources Advisory Committee

Attachment B

**MINNESOTA HISTORICAL SOCIETY**  
**Minnesota Historical and Cultural Heritage Grants**

Approved Project Budget

**Grantee:** Saint Paul Parks and Recreation

**Grant No.:** 1205-11837

**Project:** *Saint Paul Great River Passage - Interpretive & Exhibit Concept Plan*

<u>BUDGET ITEM(S)</u>	<u>GRANT</u>	<u>GRANTEE MATCH</u>		<u>TOTAL</u>
		<i>Cash</i>	<i>In-Kind</i>	
Staff Admin & Project Coordination				
Expenses - meeting related; notices, room rental, etc.				
Stage IV. Final Plan Development				
Stage III. Draft Plan				
Stage II. Concept Development	\$16,100	\$22,510		\$38,610
Stage I. Gather Data, Identify Partners	\$8,900			\$8,900
<b>TOTAL</b>	<b>\$25,000</b>			<b>\$47,510</b>