

STATE OF MINNESOTA  
GRANT CONTRACT

SC #: 58599

DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT  
BUSINESS AND COMMUNITY DEVELOPMENT DIVISION

Contamination Cleanup Grant Contract

Grant No: CCGP-12-0040-Z-FY13  
LOWERTOWN BALLPARK PROJECT

This grant contract is between the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division, (STATE) and the city of St. Paul, 400 City Hall Annex, 25 West 4<sup>th</sup> Street, St. Paul, MN 55102. (“GRANTEE”).

Recitals

1. Under Minn. Stat. §116J.554 the State is empowered to enter into this grant.
2. The State is in need of programs to do the following: reduce the potential threat of harmful contaminants to the public’s health and the environment; to create new jobs and increase the tax base; and provide other public benefits by redeveloping polluted and unproductive sites.
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.

Grant Contract

1 Term of Grant Contract

1.1 *Effective date:* January 8, 2013

1.2 *Expiration date:* December 31, 2015

1.3 *Survival of Terms.* The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. Accounting; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; 15 Data Disclosure; 16. Reporting; 18. Conflict of Interest; 19. Minnesota Business Subsidy Law; and 20. State and Federal Environmental Standards.

2 Grantee’s Duties

2.1 *Duties, Deliverables, and Completion Dates.* The Grantee, who is not a state employee, will perform the following duties and provide the deliverables as outlined below.

(a) Administer these grant funds in accordance with Minn. Stat. § 116J.551 – 559 and the application submitted for funding which is incorporated into this grant agreement and the provisions of this grant agreement. Any modification made to the approved application must be approved by the State.

- (b) Promptly notify the State of any proposed material change in the scope of the project, budget or completion date, which must be approved by the State, prior to implementation.
- (c) Provide to the State prior to the closeout of the grant that the cleanup and/or investigation has been completed and approved by the Minnesota Pollution Control Agency.
- (d) It is expected that the site will be redeveloped as proposed in the grant application and upon which funding was based. Any change in the development plans for the site must be presented to the State and approved.
- (e) Adhere to all other requirements of this grant agreement.

## 2.2 **Provisions for Contracts and Sub-grants.**

- (a) **Contract Provisions.** The Grantee must include in any contract and sub-grant, in addition to provisions that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws. Along with such provisions, the Grantee must require that contractors performing work covered by this grant be in compliance with all applicable OSHA regulations, especially the federal Hazardous Waste Operations and Emergency Response Standards (29 CFR 1910.120 and 29 CFR 1926.65).
- (b) **Ineligible Use of Grant Funds.** The dollars awarded under this grant agreement are grant funds and shall only be used by Grantee or awarded by Grantee to third parties as grant funds and cannot take the form of a loan under any circumstance. Grantee shall not use, treat, or convert the grant funds into an interest bearing loan, a non-interest bearing loan, a deferred loan, a forgivable deferred loan or any other type of loan. Further, Grantee shall include in any contract or sub-grant awarding the grant funds to a third party all the provisions and requirements of this grant agreement, including the requirement that these dollars are grant funds only and cannot be used, treated or converted into any type of loan.
- (c) **Job Listing Agreements.** Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at [www.minnesotaworks.net](http://www.minnesotaworks.net) as soon as it occurs.
- (d) **Payment of Contractors and Subcontractors.** The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

## 3 **Time**

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

## 4 **Consideration and Payment**

4.1 **Consideration.** State will pay the Grantee under this grant contract as follows:

(a) **Compensation.** The Grantee will be reimbursed according to the budget breakdown provided in the table.

Activities	Amount
Investigation and RAP Development	\$44,627.00
Environmental Oversight and Reporting	\$127,454.00
Installation of Impermeable Barrier	\$492,000.00
Installation of Vapor Barrier	\$278,750.00
Soil Import	\$266,750.00
RAP Implementation and Disposal of Contaminated Soil	\$2,855,560.00
<b>TOTAL</b>	<b>\$4,065,141.00</b>

(b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$1,000,000.00 (ONE MILLION DOLLARS).

In accordance with Minn. Stat. § 116J.554, subd. 1, the grant may pay for up to 75 percent of the project costs for a qualifying site. This requires a local match of 25 percent for the purpose of this project which equates to at least \$3,065,141. Of the 25% match requirement, 12% of the cleanup costs as defined in Minn. Stat. § 116J.552, subd. 2 must come from the municipality’s general fund, a property tax levy for that purpose, or other unrestricted money available to the municipality. The rest of the local match may be paid with tax increments, regional, state or federal money available for the redevelopment of brownfields or any other money available to the municipality.

4.2. **Payment**

(a) **Invoices.** The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State. Payment requests must be accompanied by supporting invoices that relate to the activities in the approved budget. The amount of grant funds requested by the Grantee cannot exceed seventy five percent (75%) of the total approved project costs incurred by the Grantee as supported by invoices. The State will provide payment request forms.

Invoices may be submitted on a monthly basis; however, at a minimum, an invoice for an award shall be submitted by the grantee for expenses incurred 25 days after the end date of the state fiscal year of June 30<sup>th</sup>. In order to ensure that all funds are drawn prior to the expiration date of the grant, all payment requests must be received at least 30 days prior to the grant-term expiration date.

(b) **Eligible Costs.** Eligible costs include the costs identified in the Section 4.1(a) of this Contract that are incurred during the contract period. The Grantee may not use these funds to provide loans to other entities or for administrative costs associated with managing the project this grant is funding. Pursuant to Minn. Stat. § 116J.552, subd. 2, costs of implementing the response action plan (RAP) incurred before the grant award date may be eligible at the discretion of the State, if the costs were completed after the RAP was approved by the Minnesota Pollution Control Agency and the RAP was approved within 180 days of the application deadline. Costs incurred for the development of a RAP incurred prior to grant award may be considered eligible at the discretion of the State. Any

reimbursement made for services provided prior to the effective date of the grant will be governed by the terms of the grant.

(c) **Program Income.** Program income generated from grant-funded activities on hand at the end of the grant period must be returned to the State unless the State has approved a re-use of the income.

## 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 Erin Welle, Project Manager, 332 Minnesota Street, Suite E200, St. Paul, MN 55101, 651-259-7453, erin.welle@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 Grantee's Authorized Representative is Jody Martinez, 400 City Hall Annex, 25 West 4<sup>th</sup> Street, St. Paul, MN 55102, 651-266-6424, Jodi.martinez@ci.stpaul.mn.us. 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.**

(a) **Amendments.** Any amendments to this grant contract, with the exception of Grant Adjustment Notices (GANs), 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.

(b) **Grant Adjustment Notices (GANs).** GANs must be approved by the State in writing, and require a written change request by the Grantee. A GAN may be used for the purposes of transferring budget amounts between line items that do not change the contract value, or other grant status activity. All other changes require a formal amendment as stated in paragraph 7.2(a).

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**

Subject to the provisions and limitations of Minn. Stat. § 466, 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 Accounting**

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

The Grantee shall maintain adequate financial records consistent with generally accepted accounting principles. The Grantee shall submit accounting system records that track the use of grant proceeds and all matching funds by eligible Project Costs for each year in which grant disbursement and expenditures were made. The records shall reflect both expenditures and revenues and shall be submitted after all grant proceeds and matching funds have been expended or at the State's request.

**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 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.** In the event that Grantee secures a copyright protection on any of the materials, reports, or data created as part of the project, the Grantee agrees to and does hereby grant to the State and its officers, agents, and employees, acting within the scope of their official duties, a royalty-free, non-exclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so for use by the State, its divisions, instrumentalities and local subdivisions, all material now or hereafter covered by any such copyright.

**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.

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. If the project is not started on or before the projected start date of June 30, 2014 or such a later date requested by the Grantee and approved by the State, then the State's obligation to fund the Grant will be terminated. 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; or,

(b) 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.

## Other Provisions

### 16 Reporting

Grantee must submit to the State annual reports on the use of funds and the progress of the Project covering July 1<sup>st</sup> through June 30<sup>th</sup> of each year. The reports must be received by the State no later than July 25<sup>th</sup> of each year. The reports must identify specific Project goals listed in the application and quantitatively and qualitatively measure the progress of such goals. Grant payments shall not be made on grants, or subsequent grant awards made to the grantee, with past due progress reports. In addition, the Grantee shall submit a final report. The State will provide reporting forms.

### 17 Debarment and Suspension Certification

(If applicable) The Grantee agrees to follow the President's Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions;" unless excluded by law or regulation.

### 18 Conflict of Interest

The Grantee must comply with the Conflict of Interest provisions of Minn. Stat. §§ 471.87 – 471.88.

### 19 Minnesota Business Subsidy Law

The Grantee must comply, if appropriate, with the Minnesota Business Subsidy Law, Minn. Stat. §§ 116J.993 – 116J.995.

### 20 State and Federal Environmental Standards

The Grantee must provide evidence that work performed under this grant complies with state and federal environmental standards. An approval from the Minnesota Pollution Control Agency or other appropriate state or federal agency is required upon completion of the cleanup activities.

*(The rest of this page is left intentionally blank)*

**PUBLIC ENTITY:** 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.

Approved as to form:

By: *Virginia D Palm*  
Title: City Attorney  
Date: 4/19/13

By: *[Signature]*  
Title: Office of Financial Services  
*C12-1ROST*  
Date: 4-29-13

By: *[Signature]*  
Title: Mayor  
Date: 5/1/13

By: *[Signature]*  
Title: Director, Parks and Recreation  
Date: 4.15.13

*9M  
4.12.13*

**STATE ENTITY:**  
Department of Employment and Economic Development

By: *Robin Sternberg*  
Title: Deputy Commissioner  
Date: 5-8-13

**ENCUMBERED:**  
Department of Employment and Economic Development

By: *[Signature]*  
Title: Contract Coordinator

Date Encumbered: 3-94904 02/20/2013

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

Grantee: City of St. Paul  
Grant Name: Lowertown Ballpark  
Grant Number: CCGP-12-0040-Z-FY13

Distribution:  
Agency  
Grantee  
State's Authorized Representative - Photo Copy





# Green Sheet NO: 3154383

Department/Office/Council: PR - Parks and Recreation  
 Date Initiated: 10 APR 2013

Contact Person & Phone: Jody Martinez 266-6424  
 Must Be on Council Agenda by (Date): NA  
 Doc. Type: OTHER AGREEMENT/CONTRACT  
 E-Document Required: N  
 Document Contact: Kris W.  
 Contact Phone: 266-6438

Assign Number For Routing Order

	Department	Sent To Person	Initial/Date
0	Parks and Recreation		
1	Parks and Recreation	Director	MJ 4/15
2	City Attorney	City Attorney 400 CH	
3	Financial Services	Fin Services 700 CH	
4	Mayor's Office	Mayor 390 CH	
5	HREEO - Contract & Analysis Se	CAS 280 CH	
6	Parks and Recreation	K. Wells 400 CHA	
7			

Total # of Signature Pages 3 (Clip All Locations for Signature)

Action Requested:  
 Approval of State Contamination Cleanup Grant Agreement for the Lowertown Ballpark project.

Recommendations: Approve (A) or Reject (R):  
 \_\_\_\_\_ Planning Commission  
 \_\_\_\_\_ CIB Committee  
 \_\_\_\_\_ Civil Service Commission  
A Staff

Personal Service Contracts Must Answer the Following Questions:  
 1. Has this person/firm ever worked under a contract for this department?  
 Yes No  
 2. Has this person/firm ever been a city employee?  
 Yes No  
 3. Does this person/firm possess a skill not normally possessed by any current city employee?  
 Yes No  
 Explain all yes answers on separate sheet and attach to green sheet.

Initiating Problem, Issues, Opportunity (Who, What, When, Where, Why):  
 The City of St. Paul, Department of Parks and Recreation, has received a Contamination Cleanup Grant from the State of MN which requires that we enter into a grant agreement accepting the conditions of the grant.

Advantages If Approved:  
 Contamination cleanup of the Lowertown Ballpark property can proceed.

Disadvantages If Approved:  
 None

Disadvantages If Not Approved:  
 The Lowertown Ballpark project cannot proceed.

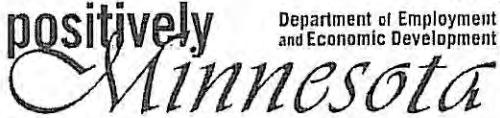
Total Amount of Transaction: \$1,000,000.00  
 Funding Source: State Grant  
 Cost/Revenue Budgeted: Y  
 Activity Number: 1R051  
 Financial Information: (Explain)

**RECEIVED**  
 APR 16 2013  
 CITY ATTORNEY

**MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

Brownfields and Redevelopment Unit, 1<sup>st</sup> National Bank Bldg. \* 332 Minnesota St. Ste. E-200 \* Saint Paul, MN 55101-1351 \* USA  
651-259-7114 \* 800-657-3858 \* TTY/TDD: 651-282-6142 \* 800-366-2906 \* <http://www.positivelyminnesota.com/>

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**Transmittal Slip**

DATE: May 10, 2013  
FOR: JODI MARTINEZ

**Your fully-executed GRANT CONTRACT COPY FOR: the LOWERTOWN BALLPARK CLEANUP GRANT**

FROM Irene Dassier - PHONE 651-259-7449 – [Irene.dassier@state.mn.us](mailto:Irene.dassier@state.mn.us)

**Project Manager: ERIN WELLE - [Erin.Welle@state.mn.us](mailto:Erin.Welle@state.mn.us), 651-259-7453**

**Please contact Erin with any questions. Thanks! Irene D.**

*yo*  
*Krista Welle*

DEPARTMENT OF PARKS AND RECREATION  
DESIGN AND CONSTRUCTION



The Most Livable  
City in America

CITY OF SAINT PAUL  
Mayor Christopher B. Coleman

400 City Hall Annex  
25 West 4<sup>th</sup> Street  
Saint Paul, Minnesota 55102  
www.stpaul.gov/parks

Telephone: 651-266-6400  
Facsimile: 651-292-7405

*Mailed 5-2-13*

May 2, 2013


Ms. Erin Welle  
MN Dept. of Employment and Economic Development  
Business and Community Development Division  
332 Minnesota St., Suite E200  
St. Paul, MN 55101

RE: Contamination Cleanup Grant No: CCGP-12-0040-Z-FY13  
Lowertown Ballpark Project

Dear Ms. Welle:

Enclosed please find three originals of the above noted Grant Contract signed by City officials. When executed by the proper State officials, please return one original to Kristi Wells at the address above, for our records.

Sincerely,



Jody Martinez, ASLA  
Design and Construction Manager

JM/klw

Enclosures

c: File



CAPRA Accreditation

An Affirmative Action Equal Opportunity Employer