

RAMSEY COUNTY SOCCER PARTNERS PROGRAM GRANT CONTRACT

This Grant Contract (capitalized throughout) dated _____, 2015, is between the County of Ramsey (hereinafter COUNTY) and the City of Saint Paul (hereinafter GRANTEE), witnesseth that:

WHEREAS, The COUNTY has established and funded a Soccer Partners Program to accelerate the acquisition and development of youth soccer facilities within Ramsey County; and

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES THAT:

I. GRANTEE'S DUTIES

The GRANTEE will construct one (1) full-size artificial turf soccer field at El Rio Vista Recreation Center as further described in the Development Project Grant Application, attached hereto as Exhibit I and incorporated herein by reference. The specific elements of this project include site preparation, demolition, earth work, fencing, hard surfacing, artificial turf, utilities, landscaping design and engineering, with a total estimated cost of \$1,676,700. GRANTEE is responsible for all costs in excess of the eligible grant amount described herein.

II. CONSIDERATION AND TERMS OF PAYMENT

The total obligation of the COUNTY to GRANTEE for its contribution to this is project shall not exceed Fifty Thousand Dollars (\$50,000).

B. Terms of Payment

Single reimbursement payment based upon proof of payment for 100% (not clear where 200% came from) of the grant amount. Any unused grant funds will be retained by the COUNTY. .

No reimbursement for construction costs will be made after two (2) years from the date of the Grant Contract. The COUNTY will require evidence of substantial completion of the facility and the Project prior to reimbursement of any construction or development costs.

III. CONDITIONS OF PAYMENT

All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the COUNTY, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. GRANTEE shall undertake the project in accordance with the plan incorporated into Exhibit I, attached hereto. GRANTEE shall not receive payment for work found by the COUNTY to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.

IV. TERMS OF CONTRACT

This grant contract shall be effective on September 15, 2015, or upon the date that the final required signature is obtained by the COUNTY, whichever occurs later, and shall

remain in effect until **December 31, 2016**, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. GRANTEE understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the COUNTY's authorized representative.

V. CANCELLATION

This grant contract may be cancelled by the COUNTY or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, GRANTEE shall not be entitled to any reimbursement payments unless, in the sole judgment of the COUNTY, the work performed by the GRANTEE resulted in a usable product, consistent with the goal of the Soccer Partners Program.

COUNTY may cancel this Grant Contract immediately if the COUNTY determines in its sole discretion that: (i) there has been a failure to comply with the provisions of this grant contract; (ii) that reasonable progress has not been made; or (iii) that the purposes for which the funds were granted have not been or will not be fulfilled. In any of those instances, the COUNTY may take action to protect the interests of the COUNTY, including refusal to disburse funds.

VI. COUNTY'S AUTHORIZED REPRESENTATIVE

The COUNTY's authorized representative, for the purposes of administration of this grant contract, is Jon Oyanagi, Director, Parks and Recreation Department. Such representative shall have final authority for acceptance of GRANTEE's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to paragraph II B herein. The GRANTEE's authorized representative for purposes of administration of this grant contract is **_____ for the City of St. Paul Parks and Recreation Department.** The GRANTEE's authorized representative shall have full authority to represent GRANTEE in its fulfillment of the terms, conditions and requirements of this grant contract.

VII. ASSIGNMENT

GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the COUNTY.

VIII. AMENDMENTS

Any amendment to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

IX. INDEMNITY

GRANTEE shall indemnify, hold harmless and defend COUNTY, its elected officials, officers, agents, employees and representatives against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, officers, agents, employees or representatives may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Grantee, or its contractors or subcontractors, and their officers, agents or employees in the execution, performance, or failure to adequately perform the Grantee's obligations under this Grant Contract, including claims and causes of actions relating to or arising from GRANTEE's land acquisition, construction, development, or operation of the soccer facility under the Project. This provision shall survive any

termination of this agreement.

X. COUNTY AUDITS

The books, records, documents and accounting procedures and practices of the GRANTEE relevant to this grant contract shall be subject to examination by the COUNTY's auditor.

XI. DATA PRACTICES ACT

The GRANTEE agrees to comply with the Minnesota Government Data Practices Act as it applies to all data provided by the COUNTY in accordance with this grant contract and as it applies to all data created, gathered, generated or acquired in accordance with this grant contract.

XII. ACKNOWLEDGMENTS

Upon PROJECT completion, the GRANTEE shall post a permanent funding acknowledgment sign at the entrance to the PROJECT site, or at an alternative, conspicuous location on the site. The sign will state that the site was cooperatively developed by the Ramsey County Parks and Recreation Department.

XIII. WASTE REDUCTION

The GRANTEE shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this grant contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

XIV. SETOFF

Notwithstanding any provision of this grant contract to the contrary, the GRANTEE shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this grant contract by the GRANTEE. The COUNTY may withhold any payment to the GRANTEE for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the GRANTEE is determined.

XV. EQUAL EMPLOYMENT OPPORTUNITY

The GRANTEE agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference, disability, or age. When required by law or requested by the COUNTY, the GRANTEE shall furnish a written affirmative action plan.

XVI. ACCESS TO DOCUMENTS

Until the expiration of six years after the furnishing of services pursuant to this grant contract, the GRANTEE, upon written request, shall make available to the COUNTY, the state auditor or the COUNTY'S ultimate funding sources, a copy of this grant contract and the books, documents, records and accounting procedures and practices of the GRANTEE relating to this grant contract.

XVII. WORKPLACE VIOLENCE PREVENTION

The GRANTEE shall make all reasonable efforts to ensure that GRANTEE's employees, officials and subcontractors do not engage in violence while performing under this grant contract. Violence, as defined by the Ramsey County Workplace Violence Prevention and Respectful Workplace Policy, is defined as words and actions that hurt or attempt to threaten or hurt people, any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or hurt.

XVIII. WORKFORCE DIVERSITY

GRANTEE shall make good faith efforts, throughout the term of this grant contract and any extensions thereof, to employ persons of color for all classifications of work under this grant contract, and shall, when requested by COUNTY, submit a written report to the COUNTY regarding the efforts and results of such efforts, including employment by job classification.

XIX. INTERPRETATION OF CONTRACT; VENUE

This grant contract shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this grant contract shall be venued in Ramsey County District Court.

XX. ENTIRE CONTRACT (standard provision re entire contract)

This grant contract shall constitute the entire grant contract between the parties and shall supersede all prior oral or written negotiations.

XXI. LONGEVITY OF FACILITIES

GRANTEE agrees that facilities funded under this grant contract will be used primarily as youth soccer facilities for a minimum of 20 years from the date of project completion.

XXII. OPERATIONS AND MAINTENANCE

GRANTEE agrees to operate and maintain the soccer facilities funded under this grant contract throughout the life of the facilities.

XXIII. ACCESS TO FACILITIES

GRANTEE agrees that facilities funded under this grant contract will be available for use by Ramsey County youth regardless of race, gender, economic background or national origin. Grantee agrees to permit community use of the field when not occupied for school functions.

NOTICES

All notices under this Grant Contract, and any amendments to this Grant Contract, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service, or when received if sent by overnight courier. All notices shall be directed to the parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County: Ramsey County Parks and Recreation
2015 Van Dyke Street

Grantee:

Independent Contractor

The Grantee is and shall remain an independent contractor throughout the term of this Grant Contract and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties, or as constituting the Grantee as an employee of the County.

Successors, Subcontracting and Assignment

.1 The Grantee binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants, contracts and obligations contained in this Grant Contract.

.2 The Grantee shall not enter into any contract or subcontract for performance of any services under this Grant Contract nor assign or transfer any interest in this Grant Contract without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. Grantee shall be responsible for the performance of all contractors and subcontractors.

Compliance with Legal Requirements

.1 The Grantee shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the work under the Grant.

.2 Unless otherwise provided in this Grant Contract, Grantee at its own expense shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections and other requirements and approvals necessary for the execution and completion of the Grant.

Prevailing Wage

The Contractor and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction.

For purposes of this agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor

and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

Unavailability of Funding- Termination

Funding of this Grant Contract is subject to the availability of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Grant Contract if the funding therefor is no longer available or is not appropriated by the Board of Commissioners. Upon receipt of the County's notice of termination of this Grant Contract, Grantee shall take all actions necessary to discontinue further commitment of funds to this Grant Contract. Termination shall be treated as termination without cause and will not result in any penalty or response to the County.

Conflict of Interest

The Grantee shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Grant Contract. The Grantee warrants

IN WITNESS WHEREOF, the parties have caused this grant contract to be duly executed intending to be bound thereby.

APPROVED:

GRANTEE

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Title: _____

Date: _____

RAMSEY COUNTY

Recommended By:

Director of Parks and Recreation

Date: _____

By: _____
Chair, Ramsey County Board of
Commissioners

Date: _____

By: _____
Chief Clerk

Date: _____

Approved as to Form:

By: _____
County Attorney

Date: _____

By: _____
Finance

Date: _____