

Hill National and State Registers – Context Development and Updates

SHPO Certified Local Government (CLG) Grant

Saint Paul Planning and Economic Development Department

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FollowUp Form

Grantee Information and Contract

Project Name*

Hill National and State Registers – Context Development and Updates

City Name, Address, and County

City of Saint Paul, 25 Fourth Street West Ste. 1400 Saint Paul, Minnesota 55102

This Agreement is made by and between the State Historic Preservation Office (hereinafter called State), and the City. Pursuant to authority granted by the National Historic Preservation Act of 1966, as amended.

Recitals

1.Under Minn. Stat. 471.193- Municipal Heritage Preservation act the State is empowered to enter into this grant

2.The State is in need of historic preservation services to protect the valued resources of Minnesota's buildings and structures.

3.Pursuant to the Act, the State has been allocated \$95,000 in funds in Fiscal Year 2018 by the United States Department of the Interior, of which, a minimum of 10 percent must be transferred for use by Certified Local Governments for qualifying historic preservation activities between October 1,2017 and September 30, 2018; and

4.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 below

5. The City 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 City agrees to minimize administrative costs as a condition of this grant.

Grant Contract

Effective Date

07/01/2018

1 Term of Grant Contract

1.1 Effective Date: No payments will be made until **Effective Date**, or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 5, whichever is later. Per Minn.Stat. § 16B.98, subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under**

this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

Expiration Date

07/31/2019

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 City's Duties

The City, who is not a state employee, will: Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).

2.1 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 5 of this contract.

C. The State 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 4 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.

2.2 Assurances

A. The City assures that all work carried out on this project will conform to the Secretary of the Interior's Standards for Archeology 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. 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

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

2. Historic Preservation Fund (HPF) Grants Manual (June 2007), describes the framework for the operation of the Historic Preservation Fund (HPF) grants-in-aid program authorized by the Act, found online at www.nps.gov/preservation-grants/HPF_Manual.pdf.

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 State, 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 agrees to make repayment of grant funds to the State if terms and conditions of this Agreement are not followed or costs claimed are subsequently disallowed.

E. 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.

F. 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.

3 Time

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

Grant Amount

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 Grantee will be paid within 30 days of requesting reimbursement, with total obligation to the Grantee not to exceed Grant Amount.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the City as a result of this grant contract will not exceed the amount on the approved budget, provided that the City will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The

City 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.

(c) Total Obligation

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

4.2 Payment

(a) Invoices

The State will promptly pay the City after the City presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely.

(b) Federal funds.

Payments under this grant contract will be made from federal funds obtained by the State through Title: Historic Preservation Fund Grants-In-Aid CFDA number 15.904 of the National Historic Preservation Act of 1966, as amended. The City is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the City's failure to comply with federal requirements.

(c) Unexpended Funds

The City must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

(d) Contracting and Bidding Requirements

Per Minn. Stat. §471.345, the City must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

(a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

(b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

(c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2)

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

(e) 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. A prevailing wage form should accompany these bid submittals.

(f) 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 available online at the Minnesota Department of Administration website <http://www.mmd.admin.state.mn.us/debarredreport.asp>

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.

5 Conditions of Payment

All services provided by the City 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 City will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. All reporting involved with the project must be submitted by 9/30/2018.

Authorized Representative

Grantee's Authorized Representative

Christine Boulware

6 Authorized Representative

The State's Authorized Representative is Amy Spong, Department of Administration, 203 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155, 651-201-3288 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 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 City 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.

A. 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 Mike Koop, State Historic Preservation Office, Grants Office, 50 Sherburne Avenue, Saint Paul, Minnesota, 55155. The State 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.

B. If any part of the budgeted federal grant funds will not be used, the City must notify the State at least sixty (60) days before the project's ending date. Failure of the City to notify the State 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.

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

8.1 The City 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 City or the City's agents or employees. This clause will not be construed to bar any legal remedies the City may have for the State's failure to fulfill its obligations under this grant contract.

8.2 The City will indemnify and save and hold 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.

9 Audit

9.1 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the City's books, records, documents, and accounting procedures and practices of the City 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.

9.2 Federal Audits

A. For cities who expend \$750,000 or more a year in Federal funds, the City must submit single or program-specific audits completed pursuant to Uniform Grant Guidance for all fiscal years that include the project period. These must be submitted to Mike Koop, State Historic Preservation Office, 50 Sherburne Avenue, Saint Paul, Minnesota 55155 within one hundred and twenty (120) days of their completion.

B. The City agrees to maintain records to document any matching funds claimed as part of the project. The City 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 City 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 State, its designated

representatives, or any applicable agency of the State of Minnesota

10 Government Data Practices and Intellectual Property

10.1 Government Data Practices

The City 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 City 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 City or the State. If the City receives a request to release the data referred to in this Clause, the City must immediately notify the State. The State will give the City instructions concerning the release of the data to the requesting party before the data is released. The City's response to the request shall comply with applicable law

10.2. Intellectual Property Rights

The State retains ownership of all intellectual property created with these grant funds. The State gives the City an unlimited license to use of all intellectual property created with these grant funds for authorized governmental purposes.

11 Workers' Compensation

The City 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 City individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the City's website when practicable.

12.2 Federal Funding

A.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.

B.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.”

12.3 *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:

(a) Funding for the Grant is withdrawn by the U.S. Department of Interior.

(b) 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 City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City 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 City 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.

Signatures

1. STATE ENCUMBRANCE VERIFICATION

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

ELECTRONIC SIGNATURE

Bruce P. Corrie

DATE 30 August 2018

SWIFT Grant contract No. -

2. GRANTEE City of Saint Paul

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* Bruce P. Corrie

Title* Director, Planning and Economic Development

Date* 30 August 2018

By

Title

Date

3. STATE AGENCY

By

(with delegated authority)

Title

Date

File Attachment Summary

Applicant File Uploads

No files were uploaded