

MINNESOTA HISTORICAL SOCIETY
MINNESOTA HISTORICAL AND CULTURAL GRANT AGREEMENT

<u>Account No.</u>	<u>Fiscal Year</u>	<u>Object Code</u>	<u>MHS Grant No.</u>	<u>Amount</u>
_____	_____	_____	_____	_____ 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, City of Duluth, 407 City Hall, Duluth, Minnesota, 55802 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 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 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 _____.

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 _____ to _____.
- A. The project will be carried out in accordance with the provisions of the *Minnesota Historical and Cultural Grants Manual*. The project will also be carried out in accordance with the GRANTEE'S Minnesota Historical and Cultural Grants Program Grant Application [and its approved Scope of Work Form (*if applicable*)]. Page 1 of the application is included as Attachment A, and the entire application is hereby incorporated by reference. The approved Scope of Work Form is included as Attachment B and hereby incorporated by reference, and supersedes the Scope of Work Form included in the GRANTEE'S grant application. All work on the project will be in conformance to the **Secretary of the Interior's Standards for the Treatment of Historic Properties**.
- B. The official project budget as approved by the SOCIETY supersedes the GRANTEE'S grant application budget and is included as Attachment C and hereby incorporated by reference.

- C. Only the items set forth in the Approved Project Budget (Attachment C) may be charged against the grant project.
- D. 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.
- E. 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.
- F. 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.
- G. 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 the following:
 - 1. Minn. Stat. 16B.98 for Grants Management;
 - 2. Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120
 - 3. *Secretary of the Interior's Standards for the Treatment of Historic Properties.*
- C. The GRANTEE agrees to sign a *Letter of Agreement Governing Use of Historic Site* assuming responsibility to maintain the historic property in a satisfactory manner for a specified number of years after the grant-funded project is completed. For grants up to \$20,000, a ten (10) year letter of agreement is required; for grants greater than \$20,000, a twenty (20) year letter of agreement is required.
- D. 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.
- E. 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.

- F. 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.

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.

- G. 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.
- H. The GRANTEE agrees to post a sign in a prominent location while project work is in progress substantially incorporating the following acknowledgment:

"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."

- I. 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 \$7,500 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. For 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.
- C. For contracting services, the Grantee will follow the requirements of Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.

IV. PAYMENT SCHEDULE

- A. Once a Grant Agreement and a Letter of Agreement have been fully executed the Grantee will be notified when project work may begin.
- B. Grantee will receive payments from the SOCIETY in accordance with the following for up to eighty percent (80%) of the grant award.

Project Milestone:	Payment Percentage
1. Execute agreement	30%
2. Upon submission and approval of repointing samples	30%
3. SOCIETY Site visit/monitoring inspection	20%

- C. Retainage. A total of twenty percent (20%) 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 _____. (Work on the project must be concluded by _____.)
- 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.
- C. 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 submit a copy of all audited financial statements completed pursuant to OMB Circular A-133 for all fiscal years which include the project period, or a copy of the single audit act report for the same. These must be submitted to State Historic Preservation

Office, Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102 within one hundred and twenty (120) days of their completion.

- B. 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.
- C. 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.
- D. 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 Duluth
407 City Hall
Duluth, Minnesota 55802

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)

Kathryn Ludwig (date)
Contracting Office