



MIGHTY DUCKS GRANT PROGRAM

Grant Agreement – End Grant

THIS grant contract, and amendments and supplements thereto, is between the State of Minnesota, acting through its Amateur Sports Commission (hereinafter STATE) and the City of Duluth (hereinafter GRANTEE), witnesseth that:

WHEREAS, the STATE pursuant to Minnesota Statutes 2015, Chapter 240A, Section 9 is empowered to promote the development of proposals and award grants for new statewide public ice facilities and for renovation of existing ice arenas, including priority given to indoor air quality improvements and projects that eliminate R-22 and purchase of ice resurfacer; and

WHEREAS, on June 28, 2016, the STATE issued a Request for Proposals (RFP) in the State Register seeking proposals from eligible GRANTEEs interested making improvements to indoor ice arenas by eliminating R-22 refrigerant use or improving air quality in public ice arenas; and

WHEREAS, the STATE approved the grant award recommendations at its _____, 2016 Commission Meeting; and

WHEREAS, GRANTEE's proposal was among those selected to receive grant funds to finance the replacement of an ice edger and installation of a continuous monitoring and air make-up system for improvement of arena indoor air quality or the elimination of R22 refrigerant; and

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

NOW, THEREFORE, it is agreed:

- I. GRANTEE'S DUTIES. GRANTEE shall construct a new public ice arena or renovate an existing public arena in accordance with the terms, conditions and specifications set forth in the STATE's RFP and GRANTEE's grant application, which shall be read together, attached hereto, and incorporated by reference as Exhibit A.
- II. CONSIDERATION AND TERMS OF PAYMENT
 - a. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall be and shall not exceed forty-eight thousand two hundred and sixty-nine dollars (\$48,269).
 - b. Terms of Payment. Payment shall be made by the STATE promptly after GRANTEE's presentation of evidence documenting that the project has been completed and paid for with funds other than this grant award.

- i. All funds shall be paid to GRANTEE after STATE has agreed that the Project is complete, demonstrated by a Certificate of Occupancy when applicable or an Affidavit of Project Completion (Attachment A).
- ii. In addition, the GRANTEE shall submit copies of paid invoices for Project expenses along with a letter on GRANTEE's official letterhead (Attachment B) that will serve as GRANTEE's official invoice.
- iii. Payment shall be made directly to the GRANTEE following review and approval of required documents. Payment shall be made within thirty (30) days from receipt of invoice.

III. CONDITIONS OF PAYMENT. All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined by the sole discretion of its authorized representative, and in accord with all applicable federal, state and local laws, ordinances, rules and regulations. GRANTEE shall not receive payment for work found by the STATE 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 _____, 2016 or upon the date the final required signature is obtained by the STATE, pursuant to Minn. Stat. 16B.06, subd.2, whichever occurs later, and shall remain in effect until _____, 2017, or until all obligations set forth in this grant contract has been satisfactorily fulfilled, whichever occurs first.

V. CANCELLATION. Prior to disbursements of funds, this grant contract may be canceled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. If the STATE finds that there has been a failure to comply with the provisions of this agreement, 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 its interests, including requiring the return of all or part of the funds already disbursed.

VI. STATE'S AUTHORIZED REPRESENTATIVE. The STATE's authorized representative for the purpose of administration of this grant is Todd M. Johnson or his successor in office. The GRANTEE's authorized representative for purposes of administration of this grant contract is _____. 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 STATE.

VIII. AMENDMENTS. Any amendments 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. LIABILITY. GRANTEE agrees to indemnify and save and hold the STATE, its representatives and employees harmless from any all claims or causes of action, including all attorney's fees incurred by the STATE, arising from the performance of this grant contract by GRANTEE or GRANTEE's agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for the STATE's failure to fulfill its obligations pursuant to this grant contract.

X. STATE 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 STATE and the Legislative Auditor.

XI. DATA PRACTICES ACT. The GRANTEE agrees to comply with the Minnesota Data Practices Act as it applies to all data provided by the STATE 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. PUBLICITY. Any publicity given to the program, publications, or services provided resulting from this grant contract, including, but not limited to, noticed, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others, or any sub-grantees shall identify the STATE as a sponsoring agency and shall not be released without prior approval by the STATE's authorized representative.

XIII. ANTITRUST. GRANTEE hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

XIV. PREVAILING WAGE. GRANTEE hereby acknowledges that acceptance of this grant expressly subjects its construction or renovation to prevailing wage rate statutes (Minn. Stat. 177.41, et. seq.).

XV. JURISDICTION AND VENUE. This grant contract and amendments and supplements hereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

XVI. GRANTEE SIGNATURES. GRANTEE certifies that authorized person(s) have executed the grant contract on behalf of the GRANTEE as required by applicable articles, by-laws or resolutions.

XVII. OTHER PROVISIONS. (Attach additional pages as necessary).

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

APPROVED:

GRANTEE:

City of Duluth

STATE AGENCY:

Minnesota Amateur Sports Commission

By: _____

By: _____

Its: _____

Its: Executive Director

Date: _____

Date: _____

And: _____

Its: _____

Date: _____

Attachment A

Affidavit of Project Completion

This document is to be completed for projects receiving Mighty Ducks Grant funds where a Certificate of Occupancy, per Minnesota Rules 1300.0220, is not required to be issued.

I hereby certify that:

1. The facility/structure listed below is not subject to the conditions of Minnesota Rules 1300.0220.
2. This document shall serve in lieu of a Certificate of Occupancy.
3. The construction of the facility is completed as outlined in the grant agreement with the Minnesota Amateur Sports Commission.
4. The facility is safe to be occupied by the public.

Facility Address:

PIN (if applicable):

Legal Description:

Zoning District:

Owner Name:

Address:

City State Zip:

Phone:

Comments:

Name of Grant Recipient:

Name of Authorized Official (print)

Title

Signature

Date

This document is to be **included with the grant invoice processing documents** and mailed to:

Lynda Lynch
Minnesota Amateur Sports Commission
1700 105th Avenue NE
Blaine, MN 55449

ATTACHMENT B

MIGHTY DUCKS GRANT PROGRAM

SAMPLE REIMBURSEMENT REQUEST LETTER (Invoice)
(Submitted on Grant Recipient's Official Letterhead)

(Date)

Minnesota Amateur Sports Commission
Attn: Lynda Lynch
1700 105th Avenue NE
Blaine MN 55449

Dear Ms. Lynch:

Please accept this letter as our formal request to receive the Mighty Ducks Grant funds in the amount of \$_____ for _____ (Project Name/Name of Grant Recipient). This letter also serves as the official notification of our acknowledgement and adherence of the language and provisions of the referenced in the executed Mighty Ducks grant agreement.

Per your request and attached for your review are copies of paid invoices totaling \$_____. These paid invoices equal or exceed our project's grant award and serves as our match requirement.

In addition, to demonstrate the project has been completed and documented as such, a copy of the Certificate of Occupancy (or Affidavit of Project Completion) is enclosed for your records.

I trust the documentation provided is sufficient for your purposes. Please feel free to contact me if you need additional information or have any questions.

Sincerely,

(Authorized/Official Signature)