

STATE OF MINNESOTA
GRANT CONTRACT
(#«Project_»)

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and the «Grantee_Organization_Name» ("GRANTEE"), «Contact_Address» «Contact_City», «Contact_State» «Contact_Zip_Code».

Recitals

1. Under Minn. Laws 2015, 1st Special Session, Chapter 4, Article 3, Section 3, Subd. 5 the State has allocated funds to provide park and trail grants to local units of government.
2. The GRANTEE has made application to the State for a portion of the allocation for the purpose of conducting the project «Project_Summary».
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:* The contract shall become legally effective on _____ or the date the State obtains all required signatures per MN Statute 16B.98, Subd. 5 and Subd. 7, whichever is later. The GRANTEE must not begin work and no payments will be made to the GRANTEE until this grant contract is fully executed and the GRANTEE has been notified by the State's Authorized Representative to begin work.

1.2 *Expiration date:* The contract shall remain in effect until June 30, 2018, 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, 15 Data Disclosure and 21 Conversion of Use.

2. GRANTEE's Duties

The GRANTEE, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through § 16B.97 Subd. 4 (a) (1).

The GRANTEE shall operate the PROJECT or cause it to be operated as outlined in the approved Project Scope that is attached hereto as Attachment "A" which is incorporated by reference. Where provisions of the GRANTEE's Application that include but are not limited to project scope, budget, timeline, completion date are inconsistent with other provisions of the Agreement, the provisions of this Agreement shall take precedence over the provisions of the Application.

Any material change in the scope of the project, budget or completion date shall require

prior written approval by the STATE.

3. Time

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

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 for all services performed pursuant to this grant contract not to exceed \$«Amount_Awarded».

b. **Matching Requirement:** The State shall disburse funds to the GRANTEE pursuant to this agreement on a reimbursement basis not to exceed seventy-five (75) percent of its eligible costs, as described in Section 22.

Funds made available pursuant to this Contract shall be used only for expenses incurred in performing and accomplishing the purposes and activities specified herein. Notwithstanding all other provisions of this Contract, it is understood that any reduction or termination of funds allocated to the State may result in a like reduction to the GRANTEE.

Grantee certifies that the following matching requirement for the grant will be met by GRANTEE. The total project cost is \$«DOLLARS». Grantee agrees to match at least \$«MATCH_AMT» of this project cost.

4.2. Payment

(a) **Invoices.** The State shall disburse funds to the GRANTEE pursuant to this Contract on a reimbursement basis, based upon a payment request and required expenditure documentation submitted by the GRANTEE and reviewed and approved by the State. The GRANTEE shall be limited to no more than four payment requests during the period covered by this Contract. The GRANTEE shall submit a final billing within 30 days of the end of the project period.

4.3 **Contracting and Bidding Requirements** Per [Minn. Stat.§471.345](#), GRANTEEs that are municipalities as defined in Subd. 1 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 GRANTEE'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.

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 authorized contact person for the STATE is:

Daniel Golner, Grant Coordinator
Division of Parks and Trails
Department of Natural Resources

500 Lafayette Road, Box 39
St. Paul, Minnesota 55155-4052

Daniel.Golner@state.mn.us, 251-259-5599

Or his 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 authorized contact person for the GRANTEE is:

«*Contact_Name*», «*Contact_Title*»
«*Contact_Organization*»
«*Contact_Address*»
«*Contact_City*», «*Contact_State*» «*Contact_Zip_Code*»

«*Contact_Email*», «*Contact_Phone*»

The authorized fiscal agent for the GRANTEE is:

«*Fiscal_Name*», «*Fiscal_Title*»
«*Fiscal_Organization*»
«*Fiscal_Address*»
«*Fiscal_City*», «*Fiscal_State*» «*Fiscal_Zip_Code*»

«*Contact_Email*», «*Contact_Phone*»

If the GRANTEE's Authorized Representatives 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. 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.

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

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. State Audits

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

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.

10.2. Intellectual Property Rights (if applicable)

(A) *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the GRANTEE, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the GRANTEE upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The GRANTEE assigns all right, title, and interest it may have in the Works and the Documents to the State. The GRANTEE must, at the request of the

State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) Obligations

1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and subcontractors, in the performance of this contract, the GRANTEE will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. *Representation.* The GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The GRANTEE represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the GRANTEE's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE's or the State's opinion is likely to arise, the GRANTEE must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

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 *Signage* Any site developed or improved by this grant contract shall display a sign at a prominent location and in a form approved by the State.

12.2 *Publicity.* Any publicity regarding the subject matter of this grant contract 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.

12.3 **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.

14.2.1 **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.

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.

16. Americans with Disabilities Act

The GRANTEE shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines. Information on compliance with the Americans with Disabilities Act is available at <http://www.access-board.gov>.

17. Reporting Requirements

The GRANTEE shall submit to the State program status, as the State shall reasonably request. Upon completion of the Project, the GRANTEE shall certify to the State that the Project, as conducted, conforms to the approved Application. Said certification must be filed with the State prior to final reimbursement for the Project by the State. Forms will be provided by the state.

18. Inspections

The State's authorized representatives shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract, including a final inspection upon project completion. Following closure of the project, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained.

19. Resource Management and Protection

The GRANTEE shall protect, manage and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

The GRANTEE shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

20. Invasive Species Prevention

The GRANTEE shall comply with all provisions of state laws, rules, and permits regarding control of invasive species.

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The GRANTEE and/or contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The GRANTEE and/or contractor shall dispose of material cleaned from equipment and clothing at a location determined by the GRANTEE. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The GRANTEE shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

21. Conversion of Use

The GRANTEE shall not at any time convert any property developed pursuant to this Agreement to uses other than those specified in this Agreement without the prior written approval of the State, until a period of twenty years from the time the designated Funds

are no longer available for the Project, has expired. Property acquired in a trail acquisition project requires a perpetual easement for recreational purposes.

22. Costs

22.1 *Reimbursable Costs*

Eligible costs shall be those costs directly incurred by the GRANTEE in preparation of and the actual conduct of the Project. Eligible costs shall be based upon the approved Application and can include the following types of costs provided they are solely related to and necessary for the completion of the Project:

- 22.1.1 Advertising costs solely for (1) Recruitment of personnel; (2) Solicitation of bids; and (3) Disposal of scrap materials;
- 22.1.2 Capital and labor expenditures for facilities, equipment and other capital assets;
- 22.1.3 Communication costs incurred for telephone calls and postage;
- 22.1.4 Materials & supplies;
- 22.1.5 Freight transportation expenses; and
- 22.1.6 Professional services and Project administration costs provided that they do not exceed 20% of the total cost of the Project;
- 22.1.7 Land acquisition (including permanent easements) whose value is established by a licensed appraiser and whose conclusions of value are certified by the state (see Land Acquisition Requirements in the program manual). Property acquired in a trail acquisition project requires a perpetual easement for recreational purposes.

Any cost not defined as an eligible cost or not included in the approved Application shall not be paid from State funds committed to the Project.

22.2 *Non-reimbursable Costs*

Noneligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:

- 22.2.1 Any expenditure that occurs outside of the operating dates established in Section 1, Term of Contract;
- 22.2.2 Fund raising;
- 22.2.3 Volunteer or Donated Labor;
- 22.2.4 Taxes, except sales tax on goods and services;
- 22.2.5 Insurance, except title insurance;
- 22.2.6 Attorney fees;
- 22.2.7 Loans, grants, subsidies to persons or entities for development;
- 22.2.8 Bad debts or contingency funds;
- 22.2.9 Interest;
- 22.2.10 Lobbyists;
- 22.2.11 Political contributions;
- 22.2.12 Wages and expenses of GRANTEE's employees;
- 22.2.13 Fringe benefit costs of GRANTEE's employees; and
- 22.2.14 Land appraisals;

- 22.2.15 Entertainment, gifts and prizes, food and refreshments;
- 22.2.16 Purchase of phones, computers, tablets or audiovisual equipment;
- 22.2.17 Memberships (including subscriptions and dues), publications, periodicals and other subscription fees;
- 22.2.18 Agency advertising and marketing expenses;
- 22.2.19 Office Rental Fees, and Overhead and Indirect Expenses (including, but not limited to office or storage space rental, utility expenses, copier rental, phone bills, office materials and supplies).

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Grant Contract No. _____

Purchase Order No. _____

2. GRANTEE

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: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: Deputy Director, Division of Parks and Trails

Date: _____

LIST OF ATTACHMENTS

A. Project Scope

ATTACHMENT A

PROJECT SCOPE

Recipient: «Grantee_Organization_Name»

Grant/Project #: «Project_»

Grant Amount: \$ «Amount_Awarded»

Match: \$

Total Project Cost: \$

Project Scope: «Project_Summary»

Notes: The Financial Management Manual, payment request form and billing data sheet are available on our website at <http://www.dnr.state.mn.us/grants/recreation/index.html>. Click on the trail program in which you are participating and look under the “For the Grantee” in the far right column for the manual and forms.