

GRANT AGREEMENT
Competitive Equity Grant Program
Metropolitan Council Bonds and Interest Earnings

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|---|--------------------------------|--------------------------------|
| GRANTEE: Ramsey County | | GRANT NO. SG-21P3-06-02 |
| GRANT PROJECT: Unlocking Winter Recreation – A Robust and Equitable Learn-to-Ski Program at Battle Creek Regional Park (See Attachment A, Grant Project Summary) | | |
| TOTAL GRANT AMOUNT: \$161,300.00 | | |
| COUNCIL BONDS: \$0 | | |
| INTEREST EARNINGS: \$161,300.00 | | |
| EFFECTIVE DATE: July 1, 2021 | | |
| GRANT PROJECT ACTIVITY PERIOD: July 1, 2021 to June 30, 2024 | | |
| COUNCIL AUTHORIZED REPRESENTATIVE: Nicole Clapp, Senior Grant Administrator (nicole.clapp@metc.state.mn.us) | | |
| COUNCIL ACTION: July 14, 2021 | BUSINESS ITEM: 2021-161 | |
| EXPIRATION DATE: June 30, 2024 | | |

THIS AGREEMENT is made and entered into on the Effective Date by and between the Metropolitan Council (the “Council”) and the Grantee named above.

RECITALS

1. Minnesota Statutes section 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for development of regional recreation open space in accord with the 2040 Regional Parks Policy Plan
2. The 2040 Regional Parks Policy Plan committed the Council to creating a set-aside competitive grant program for capital projects explicitly intended to strengthen equitable usage of the Regional Parks System, available to Regional Parks Implementing Agencies.
3. The Grantee is a Regional Parks Implementing Agency, defined as the counties of Anoka, Carver, Dakota, Ramsey, Scott and Washington, the cities of Saint Paul and Bloomington, the Minneapolis Park and Recreation Board, and the Three Rivers Park District.
4. The Grantee has applied to the Council for a Competitive Equity Grant to assist in the funding of the Grant Project summarized in Attachment A and fully described in the

grantee's final program application, which is incorporated into this grant agreement by reference.

5. The Metropolitan Council has allocated the Total Grant Amount from a combination of Council park bonds and/or interest earnings to the Grantee for the Grant Project, as shown on page 1.
6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Grant Project Activity Period.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

I. DEFINITIONS OF TERMS.

The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by context.

- A. **Approved Master Plan.** "Approved Master Plan" means the master plan for the Park required and approved by the Council.
- B. **Council Action.** "Council Action" means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified on page 1 of this Agreement, by which the Grantee was awarded Competitive Equity Grant Program funds.
- C. **Effective Date.** "Effective Date" means the date this Agreement is fully executed by both parties. Pursuant to Council policy, no payments will be made to the Grantee until this Agreement is fully executed.
- D. **Eligible Costs.** "Eligible Costs" means and is limited to the Use of Funds described in Attachment A and the grantee's program application, which is incorporated into this agreement by reference.
- E. **Grant Project or Project.** "Grant Project or Project" means the project described in Attachment A and the grantee's program application, which is incorporated into this grant agreement by reference.
- F. **Grant Project Activity Period.** "Grant Project Activity Period" means the Effective Date to the Grant's expiration date, as shown on page 1 of this Agreement.
- G. **Park.** "Park" means the regional park, regional park reserve, regional trail, or special recreation feature containing the Grant Project.
- H. **Policy Plan.** "Policy Plan" means the regional recreation open space system policy plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
- I. **Reimbursement.** "Reimbursement" means the Grantee will expend its own funds and provide to the Council acceptable documentation that the expenditure has been made before seeking payment for the expenditure under this agreement.

II. GRANT PROJECT.

2.01 Grant Project. The Grantee will perform the Grant Project identified on Attachment A and in the grantee's program application, which is incorporated into this agreement by reference, during the Grant Project Activity Period identified on page 1. A Grant Project summary that identifies the Project activities and budget is attached hereto and incorporated herein as Attachment A. All projects undertaken in whole or in part with grant funds shall be administered, developed, and maintained in accordance with the provisions of this Agreement, the Grantee's grant application, the Approved Master Plan (where applicable) and the Policy Plan.

III. GRANT AMOUNT, GRANT PERIOD, REQUEST FOR REIMBURSEMENT.

3.01 Grant Amount. The Council agrees to make available to the Grantee during the Grant Period a grant in the amount described on Page 1 to complete the Grant Project. In no event will the Council's obligation under this agreement exceed the total grant amount. The Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the performance of the Grant Project.

3.02 Grant Project Activity Period. The grant period shall commence on the Effective Date shown on page 1 and remain in full force and effect until the expiration date shown on page 1, or until all Grantee obligations set forth in this agreement have been satisfactorily fulfilled and the Grantee's final report is received and accepted by the Council, whichever occurs first. After that date, all grant funds that have not been expended shall revert to the Council.

3.03 Requests for Reimbursement. All payments to the Grantee are on a Reimbursement basis only, as provided in Section I, paragraph I. To obtain reimbursement under this agreement, the Grantee shall provide the Council with evidence that the Grant Project, (or a portion thereof) for which payment is requested, has been satisfactorily completed. The Grantee shall describe the activities undertaken regarding the grant and shall provide sufficient documentation of grant eligible expenditures, invoices and payment documents, and such other information as the Council's staff reasonably requests. The Council will make the final determination whether the expenditures are eligible for reimbursement under this agreement, and verify the total amount requested from the Council. Reimbursement of any cost is not to be construed as waiver by the Council of any Grantee noncompliance with this agreement.

All documentation of expenditures to be reimbursed shall be submitted on forms provided by the Council. The Council shall reimburse all grant eligible expenditures not greater than the total grant amount within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. Documentation shall be deemed to be accepted if it is not rejected in writing within ten (10) working days of receipt.

No reimbursements will be awarded under this agreement for work done before or after the Grant Project Activity Period.

3.04 Council Fund Requirement. Notwithstanding anything to the contrary in this agreement, the payment of grant proceeds shall be made by the Council within the time frames specified in this article only if the Council has adequate program funds on hand at the time that payment is due.

IV. ELIGIBLE USE OF GRANT PROCEEDS.

4.01 Grant Project Costs. The approved costs of the Grant Project are eligible for reimbursement out of grant proceeds, in accordance with the budget outlined in Attachment A.

4.03 Administration Costs of Grant. The Grantee agrees to maximize the use of its own personnel and internal services in taking the steps necessary to perform the Grant Project and minimize the administrative costs associated with the performance of the Grant Project.

4.04 Compliance with Tax-Exempt Bond Requirement. The Grantee acknowledges the source of the Grant Funds may be in whole or in part proceeds of tax-exempt bonds, as shown on page 1, and will comply with restrictions regarding the use of grant proceeds contained in Minnesota Statutes section 473.301 *et seq.*, and with provisions of all applicable state and federal laws, rules, and regulations pertaining to the use of bond proceeds. This applies to any portion of the grant project that may be funded from that tax-exempt bonds, as outlined in Attachment A. The Grantee will not use any tax-exempt bond portion of the Grant Funds in any way that would cause the bonds to be classified as “arbitrage bonds” under Section 148 of the Internal Revenue Code. The Grantee will not take or permit any action that would adversely affect the tax-exempt status of the bonds or omit to take any action necessary to maintain such tax-exempt status. Capital assets financed with bond proceeds shall be used only for authorized public purposes and shall not be used for any incidental private purposes unless private incidental uses are expressly permitted by applicable state and federal laws, rules, and regulations relating to tax-exempt bonds.

4.05 Ineligible Costs. The Grantee shall not be reimbursed for ineligible costs. Any cost not defined as an eligible cost or not included in the Grant Project or approved in writing by the Council is a non-eligible cost. Grant funds may not be used for costs of Project activities that occurred prior to the Effective Date unless specifically stated in Attachment A.

4.06 Shifts in Project Budget. Upon written request by the Grantee shifts in budget lines may be considered for approval by Council staff if it is determined that such a shift would not result in a change in project scope or grant deliverables and would maintain compliance with fund source regulations and restrictions.

V. ACCOUNTING, AUDIT REQUIREMENTS, FINAL REPORT.

5.01 Separate Account. The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete records and accounts relating to the receipt and expenditure of any and all grant funds. Such accounts and records shall be kept and maintained for a period of at least six (6) years following the expiration of the grant or such shorter period as may be specified in writing by the Council at the expiration of the grant period.

5.02 Audit. The above accounts and records of the Grantee shall be audited in the same manner as other accounts and records of the Grantee and may be audited and/or inspected on the Grantee’s premises or otherwise by individuals designated or authorized by the Council at any time following reasonable notification during the grant period and for a period of six (6) years thereafter.

5.03 Semi-Annual Reporting. Grantee must submit semi-annual progress reports to the Council by July 31 and January 31 of each year while the grant agreement is active. The report

shall include all activities taken during the reporting period. The Grantee shall provide sufficient documentation for information the Council reasonably requests.

5.04 Cash Flow Reporting. Grantee must submit cash flow reports to the Council at intervals requested by the Council. In the report, the Grantee shall describe the current project spending and projected spending for the periods defined in the report template.

5.05 Final Report and Grant Closeout. Prior to the Council's approval of the final reimbursement, the Grantee must submit a final closeout report that provides the completed project results, acknowledges that all required reports have been submitted, that the grant funds have been spent in accordance with the grant agreement, and certifies that the reported expenditures fairly and accurately represent the true project costs.

VI. GENERAL CONDITIONS.

6.01 Regional Use. The Grantee agrees to develop, operate, and maintain the Park in a manner consistent with the Policy Plan and the Approved Master Plan, including allowing use of the Park by all persons in the region. The Grantee further agrees that it will not adopt any rules or restrictions hindering or affecting regional use of the completed Grant Project or the Park including, but not limited to, charging higher fees for non-residents, without the express written consent of the Council.

6.02 Consultation. The Grantee agrees to review and solicit recommendations and advice from the Council's staff at the earliest possible time if and when the Grantee expects that the following will or may occur:

- The costs for any portion of the Grant project will be higher than the Grantee's projected costs for that portion of the Grant Project; or
- The total cost of the Grant Project will exceed the total grant award.

6.03 Time. The Grantee must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

6.04 Maximum Use of Other Funds. If the Grantee at any time receives funding or reimbursement from another source for amounts charged by the Grantee against this grant, such funds charged against this grant shall be immediately refunded to the Council upon discovery of the duplicate funding or reimbursement.

6.05 Liability. The Grantee must indemnify, save, and hold the Council, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the Council, arising from the performance of this Agreement 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 Council's failure to fulfill its obligations under this Agreement.

6.06 Amendments. The terms of this agreement may be changed by mutual agreement of the parties. Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee.

6.07 Equal Opportunity; Affirmative Action. The Grantee agrees to comply with all applicable laws, rules, and regulations relating to nondiscrimination and affirmative action in public purchase, involvement, and use. In particular, the Grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, national origin, marital status, disability, status with regard to public assistance, membership or activity in a local civil rights commission, or age, and to take affirmative action to insure that applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training. In addition, the Grantee agrees to include affirmative action and equal employment provisions in any written contract entered into after the date of execution of this agreement which involves the provision of work or services which will be paid for in whole or in part out of the grant proceeds.

6.08 Permits, Bonds, and Approvals. The Grantee is responsible for obtaining all applicable local and state licenses, permits, bonds, and authorizations necessary for performing the Grant Project.

6.09 Acknowledgments. The Grantee shall appropriately acknowledge the financial assistance provided by the Council in any promotional materials, press releases, reports, and publications relating to the Grant Project. Upon completion of the Grant Project, the Grantee must post a permanent funding acknowledgement sign in a conspicuous location at the site (if applicable), including language similar to the following: "Funding for this project was provided through a regional recreation open space grant funded by the Metropolitan Council."

6.10 Project Implementation. This agreement is intended to assist in implementing the Policy Plan and shall be interpreted consistently with it.

6.11 Jurisdiction and Venue. Venue for all legal proceedings arising out of this grant agreement, or breach of this grant agreement, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

6.12 Termination. The Council may cancel this Agreement at any time, 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.

6.13 Small Disadvantaged Businesses. The Council maintains a list of Small Disadvantaged Businesses that the Grantee and its contractors are encouraged to use. This list and technical assistance are available through the Council's Office of Equal Opportunity at <http://mcub.metc.state.mn.us>. The Grantee and its contractors are also encouraged to use Small Disadvantaged Businesses that are certified through other government programs. The Council expects the Grantee and Grantee's contractors to make reasonable efforts to solicit and include Small Disadvantaged Businesses in economic activities that arise from the Grantee's use of grant funds.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date indicated by the Metropolitan Council authorized representative below.

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____

Toni Carter
Ramsey County Board Chair

By: _____

LisaBeth Barajas, Executive Director
Community Development Division

Date: _____

Date: _____

By: Mark McCabe

Mark McCabe
Director of Parks and Recreation

Date: 12/01/2021

Approved as to form

By: Amy K. Stenlund

Assistant County Attorney

Date: 11/30/2021

ATTACHMENT A

Regional Parks Grant Project Summary

| | |
|---|--|
| Grant # | SG-21P3-06-02 |
| Funding Type: | Parks Interest Earnings |
| Grantee: | Ramsey County |
| Project Name: | Unlocking Winter Recreation – A Robust and Equitable Learn-to-Ski Program at Battle Creek Regional Park |
| Regional Park or Trail: | Battle Creek Regional Park |
| City: | Maplewood |
| County: | Ramsey |
| Project Description: | All of the mental and physical health benefits that outdoor winter recreation can provide has been withheld from generations of communities who may not have funds, access, or cultural tradition to make winter rec a part of their lives. This program will provide access to the outdoors in winter for thousands of people in the east metro by smashing barriers, building community, and welcoming new communities into the outdoors in winter with open arms. |
| Total Budget: | \$161,300.00 |
| <u>Capital Costs:</u> | |
| Construction: | |
| Internal Professional Services: | |
| External Professional Services: | |
| <u>Non-Capital Costs:</u> | |
| Internal Professional Services: | \$44,700.00 (BIPOC staff to lead programming) |
| External Professional Services: | |
| Community Engagement: | |
| Outreach Events: | \$13,600.00 (Transportation to Battle Creek Regional Park) |
| Outreach Goods/Materials: | \$103,000.00 (Ski sets, training equipment, and adaptive ski equipment) |
| Other: | |
| *No budget shifts will be allowed between Capital Costs and Non-Capital Costs due to fund restrictions. | |