PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

GRANTEE: CITY OF BLOOMINGTON	**GRANT NO. SG-03560**
GRANT PROJECT: Reconstruct parking lots, driveways, parking lot lighting; Improve boat ramp.	
GRANT AMOUNT: $285,000	**STATE FISCAL YEAR:** 2016
APPROPRIATION: Minnesota Laws 2015, First Special Session, Chapter 2, Article 3 Section 4 **APPROPRIATION END DATE: June 30, 2018**	
COUNCIL AUTHORIZED REPRESENTATIVE: Grant Administrator (Incumbent Victoria Dupre) tori.dupre@metc.state.mn.us	
COUNCIL ACTION: June 24, 2015	**BUSINESS ITEM: 2015-145**
EXPIRATION DATE: June 30, 2018	

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into as of the Effective Date by and between the Metropolitan Council ("Council") and the Regional Park Implementing Agency identified above as the "Grantee."

RECITALS

1. The Minnesota Legislature, by Minnesota Laws 2015, First Special Session, Chapter 2, Article 3, Section 4, appropriated funds for State Fiscal Year 2016 from the Constitutional Clean Water, Land and Legacy Amendment's Parks and Trails Fund (the "P&T Fund" or the "Appropriation") to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources.

2. The Council is authorized by Minn. Stat. § 473.301 *et seq.* to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council's Recreation Open Space (2040 Regional Parks) Policy Plan.

3. The Grantee sought funding from the Council for its Grant Project pursuant to its grant application, which application is incorporated herein by this reference.

4. The Grantee is authorized by Minn. Stat. § 85.53, subd. 3 to receive grants from the P&T Fund to support parks and trails of regional significance.

5. On the Council Action date shown above the Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project.

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.

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:

1. **Definition of Terms.**
The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the 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 at Page 1 of this Agreement, by which the Grantee was awarded P&T Funds.
   C. ***Effective Date:*** "Effective Date" means the date this Agreement is fully executed by both parties. Pursuant to Minn. Stat. §16B98, Subd. 7, 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.
   E. ***Grant Project Activity Period.*** "Grant Project Activity Period" means July 1, 2015 to the Grant's Expiration Date.
   F. ***Measurable Outcomes.*** "Measurable Outcomes" means outcomes, indicators, or other performance measures that may be quantified or otherwise measured in order to measure the effectiveness of a project or program in meeting its intended goal or purpose.
   G. ***Park.*** "Park" means the regional park, park reserve, trail corridor, or special recreation feature in which the Project is to be performed.
   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 under this agreement for the expenditure.
   J. ***Site Monitoring.*** "Site Monitoring" means the Council's review of the Grant Project and records pursuant to Minn. Stat. § 16B.98.
   K. ***Small Disadvantaged Businesses.*** "Small Disadvantaged Businesses" means small Minnesota-based businesses that are certified as Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGBs), and/or Veteran Owned Businesses.

2. **Grantee's Duties or Grant Project.**
The Grantee will perform the Grant Project listed on page 1 during the Grant Project Activity Period identified on page 1. A Grant Project summary that identifies the Project activities is attached hereto and incorporated herein as **Attachment A**.

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

4. **Eligible Costs.**

4.1 Eligible Costs.
Eligible costs are those costs *directly* incurred by the Grantee for Grant Project activities and budget outlined in **Attachment A** taking place during the Grant Project Activity Period that are *solely related* to and necessary for the completion of the Grant Project. Grant funds shall only be spent in accordance with Minnesota Management and Budget's ("MMB") Guidance to Agencies on Legacy Fund Expenditures, which is attached hereto as **Attachment B**. This Agreement must be implemented according to Minn. Stat. § 16B.98 and must account for all expenditures.

4.2 Ineligible Costs.
The Grantee shall not be reimbursed for non-eligible 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. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this Agreement will be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the Council's prior written approval for out of state travel. Grant funds may not be used for costs of Project activities that occurred prior to the grant award unless specifically stated in **Attachment A**.

4.3 Traditional Sources of Funding.
Pursuant to the Appropriation, the Grantee must ensure that the P&T Funds are used to supplement and not substitute for traditional sources of funding.

5. **Grant Amount, Payment and Use.**

5.1 Grant Amount. The Council will reimburse Grantee for eligible costs during the Grant Project Activity Period of up to the Grant Amount identified on page 1. This amount is granted for the purpose of performing 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. Notwithstanding anything to the contrary in this agreement, the payment of P&T Fund grant proceeds shall be made by the Council within the time frames specified in this agreement only if the Council has adequate P&T Funds on hand at the time that payment is due.

5.2. Reimbursement Requests and Documentation. The Council will disburse grant funds in response to a written or electronic payment request submitted by the Grantee to

the Council and reviewed and approved by the Council's Authorized Representative. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment requests and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement or a "cost incurred" basis. Payment requests must include consultant/contractor invoices showing the time period covered by the invoice; the specific grant-funded Grant Project activities conducted or completed during the authorized time period within which eligible costs may be incurred; and documentation supporting expenses including subcontractor and consultant showing unit rates and quantities and other supporting documents as the Council deems appropriate. The Council will pay no more than ten percent markup to perform the actual work. The Council will disburse grant funds to the Grantee within thirty (30) days after receipt of a properly completed and verified payment request form.

5.4 Conditions of Payment.
All services provided by the Grantee under this Agreement must be performed to the Council's satisfaction, as determined at the sole discretion of the Council's Authorized Representative and in accordance with all applicable federal, Council, and local laws, ordinances, rules, and regulations.

5.5 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the Council or the state that Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council. Additionally, if the Grantee is in breach of the requirements of this Agreement, including Minn. Stat. § 16B.98 and MMB's Guidance, the Council may, in its sole discretion, withhold future grants to the Grantee until the breach is cured.

5.6 Non-Eligibility.
If the Office of the Legislative Auditor, in the course of an audit or investigation, publicly reports that Grantee has not complied with the Appropriation or any law, rule, or regulation applicable to the Grantee, the Grantee will be listed in an annual report to the legislative committees with jurisdiction over the P & T Fund. The list must be publicly available. The legislative auditor will remove the Grantee from the list upon determination that it is in compliance. The Grantee on said list is not eligible for future funding from the P&T Fund until the recipient demonstrates compliance to the legislative auditor.

5.7 Disability Access.
Pursuant to the Appropriation, the Grantee should, as part of the Grant Project, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards and committees, make progress toward providing greater access to programs, print publications and digital media for people with disabilities.

5.8 Regional Use. The Grantee agrees to develop, operate, and maintain the Park in a manner consistent with the 2040 Regional Parks Policy Plan and the park unit's 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 Park including, but not limited to, imposing higher fees for non-residents without the express written consent of the Council, either during the Project Grant Activity Period or for a period of twenty (20) years following.

6. Accounting, Record-keeping and Site Monitoring.

6.1 **Accounting and Record-Keeping**. The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Agreement to the extent and in such detail that will accurately reflect the total cost of the Grant Project and all net costs, direct and indirect, of labor, materials, equipment, supplies, services, and other costs and expenses. The Grantee shall use generally accepted accounting principles. Pursuant to Minn. Stat. § 16B.98, all records shall be retained for at least six (6) years after the issuance of the final certificate of acceptance by the Council, or such shorter period as may be specified in writing by the Council at the expiration of the Grant Project Activity Period.

6.2 **Site Monitoring**. Pursuant to Minn. Stat. § 16B.98, subd. 6, the Council shall monitor all the Grant Project activities and records.

7. Reporting and Grant Closeout.

7.1 **Reporting during the Grant Activity Period.** The Grantee shall submit an annual project summary update in the format provided by the Council by December 1st of each year.

7.2 Final Report. Prior to final reimbursement, a final report must be submitted to the Council. The Grantee's final report must address the final results of submitted measurable outcomes in a format determined by the Council.

7.3 Closeout. Within 60 days after the Council makes its final disbursement of grant funds, the Grantee must complete and submit to the Council a certification of expenditures of funds form signed by the Grantee's chief financial officer or finance director. The Grantee must submit the closeout requirements in a format determined by the Council detailing total Grant Project receipts and expenditures, summarizing all Grant Project activities, and containing a certification by the Grantee's chief financial officer that all grant funds were expended in accordance with this Agreement.

8. Changes in Grant Project and Amendments.

8.1 Changes in Grant Project. Projects funded by the Appropriation must be substantially consistent in both scope and budget with the report submitted to the legislature pursuant to Minnesota Laws 2013, chapter 137, article 3, section 4 (o). Changes to the Grant Project in either scope or budget shall require an amendment. Failure to inform the Council of any significant changes to the Grant Project or significant changes to grant-

funded components of the Grant Project and any use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future P&T funding.

8.2 Amendments. The terms of this Agreement may be changed by mutual agreement of the parties if the changes are consistent in both scope and budget with the report submitted to the legislature pursuant to Minnesota Laws 2013, chapter 137, article 3, section 4 (o). Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee. Grant funds for the changed Project will not be disbursed prior to execution of an amendment. Provided the Appropriation has not expired, if the Grantee needs additional time within which to complete the Grant Project, the Grantee must submit to the Council a written extension request AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE. The combined Grant Agreement with amendments must not exceed five years; however, pursuant to Minnesota Laws 2015, Chapter 2, Article 3, Section 2, subd. 2, if the Grant Project receives federal funds, the time period of the Appropriation shall automatically extend to match or equal the availability of federal funding.

9. Assignment, Waiver, and Agreement Complete.

9.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Council and a fully executed Assignment Agreement.

9.2 Waiver. If the Council fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

9.3 Agreement Complete. This Agreement contains all negotiations and agreements between the Council and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. 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.

11. Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

12. Government Data Practices.

The Grantee and Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. chapter 13, as it applies to all data provided by the Council under this

Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Agreement. 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 Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Council.

13. Data Availability.
Grantee must comply with Minn. Stat. § 85.53, subd. 4, requirements for data collected by projects funded with money from the P&T Fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments.

14. Governing Law, Jurisdiction, and Venue.
Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. 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.

16. Use of and Reporting on Small Disadvantaged Business Inclusion.
The Council maintains a list of Small Disadvantaged Businesses that the Grantee and its contractors are encouraged to use. This list and technical assistance is available through the Council's Office of Equal Opportunity at http://mcub.metc.state.mn.us. Grantee and its contractors are also encouraged to use Small Disadvantaged Businesses that are certified through other government programs as Minority, Women, Small Business Enterprises (M/W/SBEs). 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. The Grantee shall report to the Council on all spending from the grant proceeds for contracts with Small Disadvantaged Businesses **annually by December 1st** using the form in **Attachment C**. The report must indicate whether the Grantee and its contractors took any proactive steps to hire Small Disadvantaged Businesses on the Grant Project, how the businesses that worked on the Project were selected, if the Grantee had a goal to hire Small Disadvantaged Businesses and, if so, what the goal was and how the Grantee ensured that the goal was met.

17. Miscellaneous.
17.1 Measureable Outcomes. As provided in Minn. Stat. § 85.53, the Grant Project must include Measurable Outcomes as defined in Minn. Stat. § 3.303, subd. 10. The Measureable Outcomes must include a plan for measuring and evaluating the results. The Grantee shall collect information on the predetermined outcomes during the Grant Project Activity Period. The Grant Program must be consistent with current science

and incorporate state-of-the-art technology, except if the Project is a portrayal or restoration of historical significance.

17.2 Minnesota Conservation Corps. The Grantee shall give consideration to contracting with the Minnesota Conservation Corps for contract restoration, maintenance, and other activities.

17.3 Logo. The Grantee must display a sign on lands and capital improvements purchased, restored, or protected with money from the P&T Fund that includes the logo developed by the Minnesota Board of the Arts to identify it as a project funded with money from the vote of the people of Minnesota on November 4, 2008. The Grantee shall also display, where practicable, a sign with the logo on construction projects and at access points to any land or water resources acquired in fee or an interest in less than fee title, or that were restored, protected, or enhanced, and incorporate the logo, where practicable, into printed and other materials funded with money from the parks and trails fund.

17.4 Website. Pursuant to Minn. Stat. Section 85.53, the Grantee shall, when practicable, prominently display on the Grantee's Website home page the P&T Fund logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the P&T Fund logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Website required under section 3.303, subdivision 10.

17.5 Future Funding. Future eligibility for money from the P&T Fund is contingent upon the Grantee satisfying all applicable requirements in this section, as well as any additional requirements contained in applicable session laws.

17.6 Constitution. The Grantee must comply with the Minnesota Constitution, article XI, section 15.

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

GRANTEE/CITY OF BLOOMINGTON

By: _____

City of Bloomington Mayor

Date: 12/21/2015

By: _____

City of Bloomington Manager

Date: 12/21/2015

Approved as to form

By: _____

City of Bloomington Attorney

Date: 12-21-15

METROPOLITAN COUNCIL

By: _____

Beth Reetz, Director
Community Development Division

Date: 1/12/16

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT A

Regional Parks Grant Project Summary

Grant #	SG- 03560
Type:	Park and Trails Legacy Fund
Grantee:	City of Bloomington
Project Name:	Reconstruct parking lots, driveways, parking lot lighting; improve boat ramp
Regional Park or Trail:	Hyland-Bush-Anderson Lakes Park Reserve
City:	Bloomington
County:	Hennepin

Project Detail

Project Summary	Partial funding to reconstruct parking lots, driveways, parking lot lighting, boat ramp improvements and associated storm water improvements at the Hyland-Bush-Anderson Lakes Regional Park Reserve.

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT B
MMB Guidance
https://mn.gov/mmb/images/Legacy%2520Fund%2520Guidance%25202012.pdf

(attached separate document)

PARKS AND TRAILS LEGACY FUND GRANT PROGRAM

ATTACHMENT C

Report Form on Small Disadvantaged Businesses for Metro Council Park Grants

Grantee Agency Name: _____
Grantee Agency Contact Person: _____
Email address:_____
Telephone Number:_____
Annual Report Period: *mo/year to mo/year*
Date Report Filed: _____

Grant Agreement Number:_____ **Grant Amount:** _____

Grant Project Description: *(insert project description from grant agreement here)*

Were other funds used to finance this project? Yes____ No_____
If yes, please list other fund sources and amounts on table below. (*Click on table to access Excel spreadsheet*)

Fund Source	Amount
Metro Council grant *(insert grant number here and amount in amount column)*	
Total All Sources for Project	$ -

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Please list all companies hired to carry out work for this project and amount paid with Metro Council grant funds only during the reporting period. (*Click on table to access Excel Spreadsheet*)

Work Peformed (Landscape Design/Architectural/Engineering Services, Construction, Legal Services, Other Services--please describe)	Small/Disadvantaged Business? (Yes/No)	Amount Paid with Metro Council Grant Funds During Reporting Period	Cumulative Amount Paid from MC Grant Funds All Reports (Add amounts paid to that business from previous reports plus this report)

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Please describe the demographics of companies listed above (*Click on table to access Excel Spreadsheet*)

Company Name	Company Address (Street, City, State, ZIP)	Number of Employees	Number of Women Employees	Number of Employees who are People of Color

Please answer the following questions:

1. Were any pro-active steps taken to insure the hiring of small disadvantaged businesses to perform work on this project? If so, please describe those steps.

2. How did you select businesses to perform work for this project?

3. Did you place a goal to hire small disadvantaged businesses in your contracts to carry out work for this project? If so, what is that goal?

4. How did you insure your goal for hiring small disadvantaged businesses was met?