

 **COPY**

**METROPOLITAN COUNCIL  
GRANT CONTRACT NO. SG-2012-049**

**RECEIVED**  
NOV 20 2012  
**FINANCE**

This grant contract is between the Metropolitan Council ("Met Council") and the City of Bloomington (Grantee").

**Recitals**

1. The Minnesota Legislature, by Minnesota Laws 2012, Article 3, Section 3, appropriated funds for State Fiscal Year 2013 from the Constitutional and Land Legacy Amendment's Parks and Trails Fund to the Met Council for grant to implementing agencies as required under the new Minn. Stat. § 85.53 for parks and trails resources.
2. The Met 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 Met Council's Recreation Open Space Policy Plan.
3. The Grantee is authorized by Minn. Stat. § 85.53, subd. 3 to receive grants from the parks and trails fund to support parks and trails of regional significance.
4. On June 27, 2012, the Met Council authorized the granting of a portion of the appropriation to the Grantee for the completion of the Grant Project.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the Met Council.

**Grant Contract**

1. **Term of Grant Contract.**
  - 1.1 **Effective date:** Final execution by both parties.
  - 1.2 **Grant Project Activity Period:** July 1, 2012 through the expiration date.
  - 1.3 **Expiration date:** June 30, 2015, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
  - 1.4 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 10. Liability; 11. Met Council Audits; 12. Government Data Practices and Intellectual Property; 14. Data Availability; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.

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 Met Council's prior written approval for out of state travel.

**6. Consideration and Payment.**

**6.1 Consideration.** The Met Council will reimburse Grantee for eligible costs performed by the Grantee during the Grant Period of up to **\$263,000**. 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 Met Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the performance of the Grant Project.

**6.2. Payment.** To obtain payment under this agreement, the Grantee shall submit a Reimbursement Request/Progress Report on forms provided by the Met Council. Reimbursement Request/Progress Reports may be submitted once per month after this grant agreement has been executed, but must be submitted at least semi-annually by December 1 and June 1 of each calendar year of the grant period. The Grantee shall describe the financial, construction, and consulting activities undertaken in connection with the grant and shall provide sufficient documentation of grant eligible expenditures and such other information as the Met Council's staff reasonably requests. The Met Council will promptly pay the Grantee after the Grantee presents the Met Council with a Reimbursement Request/Progress Report and all itemized invoice for all eligible services actually performed and the Met Council's Authorized Representative accepts the invoiced services.

**7. Conditions of Payment.**

All services provided by the Grantee under this grant contract must be performed to the Met Council's satisfaction, as determined at the sole discretion of the Met Council's Authorized Representative and in accordance with all applicable federal, Met Council, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the Met Council to be unsatisfactory or performed in violation of federal, Met Council, or local law.

**8. Authorized Representative.**

The Met Council's Authorized Representative is:

Name: Arne Stefferud  
 Title: Planning Analyst Parks  
 Mailing Address: 390 North Robert Street  
 St. Paul, MN 55101  
 Phone: (651) 602-1360  
 E-Mail Address: [arne.stefferud@metc.state.mn.us](mailto:arne.stefferud@metc.state.mn.us)

- 11. Audits.**  
Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the Met Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract.
- 12. Government Data Practices.**  
The Grantee and Met Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. chapter 13, as it applies to all data provided by the Met Council 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 Met Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Met Council.
- 13. 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 Met Council 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 Met Council's obligation or responsibility.
- 14. Data Availability.**  
Grantee agrees to comply with Minn. Stat. § 85.53, subd. 4, requirements for data collected by projects funded with money from the parks and trails fund that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments.
- 15. 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.
- 16. Termination.**  
The Met Council may cancel this grant contract 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.
- 17. 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 Met Council, to federal and state tax agencies and Met Council personnel involved in the payment of Met Council obligations. These identification numbers may be used in the enforcement of

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.

**18.7 Website.** Pursuant to Minnesota Laws 2011, First Special Session, chap. 6, article 5, section 2 (f), the Grantee shall, when practicable, prominently display on the Grantee's Website home page the legacy 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 legacy 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.

**18.8 Constitutionally Dedicated Funding Accountability.** Pursuant to Minnesota Laws 2011, First Special Session, chap. 6, article 5, section 1, the Grantee shall submit the following information to the Met Council by January 15:

- (i) the name of the project and a project description;
- (ii) the name, telephone number, members of the board or equivalent governing body, and e-mail address of the funding recipient and, when applicable, the Website address where the public can directly access detailed information on the recipient's receipt and use of money for the project;
- (iii) the amount and source of funding, including the fiscal year of the appropriation;
- (iv) the amount and source of any additional funding or leverage;
- (v) the duration of the project;
- (vi) the number of full-time equivalents funded under the project. For the purposes of this item, "full-time equivalent" means a position directly attributed to the receipt of money from one or more of the funds covered under this section, calculated as the total number of hours planned for the position divided by 2,088;
- (vii) the direct expenses and administration costs of the project;
- (viii) proposed measurable outcomes and the plan for measuring and evaluating the results;

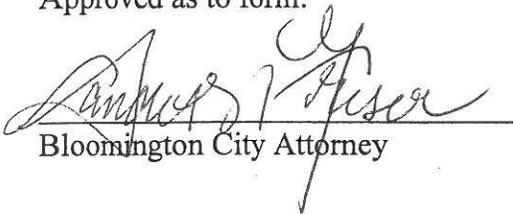
IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the date first above written.

**METROPOLITAN COUNCIL**

By:   
Community Development Director

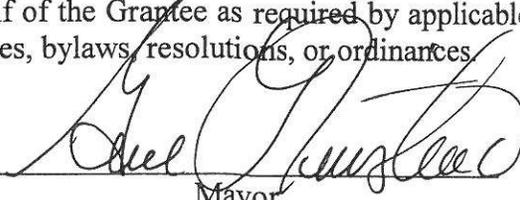
Date: 11-30-12

Approved as to form:

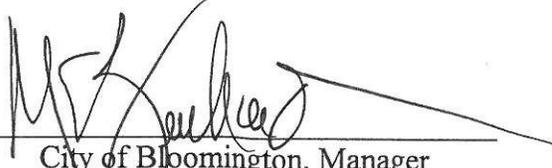
  
Bloomington City Attorney

**CITY OF BLOOMINGTON**

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:   
Mayor

Date: 11/5/12

By:   
City of Bloomington, Manager

Date: 11/5/12