

**MINNESOTA HISTORICAL SOCIETY**

**GRANTS OFFICE  
345 KELLOGG BOULEVARD WEST  
SAINT PAUL, MINNESOTA 55102**

**MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANT AGREEMENT**

**City of Columbia Heights** (hereafter called the Grantee) hereby signifies its acceptance of a state grant in the amount of **\$9,750** from the Arts and Cultural Heritage Fund through the Minnesota Historical Society (hereafter called the Society), in accordance with the guidelines for the Society's Historical and Cultural Heritage Grants Program. The grant is limited to the following project: ***City of Columbia Heights Historical Context Study*** (MNHS Grant Number: **2009-25065**) as described in the Grantee's grant application. Grantee may provide matching funds in the amount of \$514.00 as specified in the application.

All grant activities must occur between the project start date and completion date. The start date will be 01/01/2021. This grant will conclude 01/01/2022. This Project Completion Date is the date by which all project work must be completed.

The Grantee agrees to administer the grant in compliance with the following provisions:

1. ASSURANCES

- a. The Grantee agrees that this project will be administered and conducted in accordance with Minn. Stat. 16B.98 for Grants Management.
- b. The Grantee must follow Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
- c. The Grantee agrees that this project will be administered and conducted in accordance with the Secretary of the Interior's Standards for Archeology and Historic Preservation (as published in the Federal Register of September 29, 1983), the Historic and Architectural Survey Manual (June 2017), and the SHPO Manual for Archaeological Projects in Minnesota (July 2005).
- d. The Grantee agrees that work will be carried out by project personnel who meet the Secretary of the Interior's Professional Qualifications Standards (as published in the Federal Register of September 29, 1983).
- e. Pursuant to 2013 Minnesota Laws, Chapter 137, Article 4, Section 2, Subdivision 5, the Grantee must give consideration to Conservation Corps Minnesota and Northern Bedrock Historic Preservation Corps, or an organization carrying out similar work.
- f. The Grantee will acknowledge the support of the Society in materials produced and in programs or presentations financially supported by the Society. If intellectual property is created, the parties will discuss the allocation of ownership and use rights.
- g. Copyright to copyrightable materials, including computer software, shall vest in the Grantee with a non-transferable royalty-free license to the Society for its non-commercial use. The Grantee shall grant the Society an option to license any such material(s) it wishes to develop for commercial purposes on terms and conditions, including a royalty, as the parties hereto agree in a subsequent writing.
- h. Except for (a) the above limitation, (b) the Grantee's right to control publication of its own research results, (c) patented and patent-pending property and (d) the Grantee's

confidential information, the Society will have the free, irrevocable, non-exclusive unlimited right to use any research results collected by the Grantee for any purpose.

- i. The Grantee agrees that this project will be administered and conducted in accordance with Minn. Stat. 129D.17 for the Arts and Cultural Heritage Fund.

## 2. FINAL REPORTS AND PROJECT PRODUCTS

- a. The final report and project products are due within 30 days after the project completion date
- b. The final report must be completed electronically in the Minnesota Historical Society's Grants Portal (<https://mnhs.fluxx.io>).
- c. The Final Product(s) to be uploaded with the final report are: **One PDF copy of the final context uploaded with the Final Report and one bound, color, printed copy of the final context delivered to SHPO for the National Register files..**

## 3. COST PRINCIPLES AND LIMITATION

- a. Only the items set forth in the Approved Project Budget (**see Attachment A**) may be charged against the grant project.
- b. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon written request by the Grantee and written approval by the Society.
- c. Changes in the Approved Project Budget may not exceed twenty (20) percent of the Approved Project Budget. Changes that occur after the project begins which exceed twenty (20) percent will not be allowed except upon written request by the Grantee and written approval by the Society
- d. Changes in the Project Completion Date will not be allowed except upon written request by the Grantee and written approval by the Society.
- e. All work will conform to the Secretary of the Interior's Standards as outlined in the approved Scope of Work Form. Any change to the Scope of Work Form after it is approved must be requested in writing and approved by the Grants Office.
- f. No grant funds may be used to pay indirect costs, commonly referred to as overhead.

## 4. PROCEDURES FOR CONTRACTING SERVICES AND MATERIALS

- a. Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process.
- b. Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- c. Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes.
- d. Support documentation of the procurement process utilized to contract services and/or materials must be maintained by the grantee and are subject to examination by Minnesota Historical Society, its designated representatives, or any applicable agency of the State of Minnesota for a minimum of six (6) years from the approval date of the Final Report.

## 5. MAINTAINING GRANT RECORDS FOR AUDIT

- a. The Grantee must maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure the proper disbursing of and accounting for grant funds. The Grantee must maintain records and accounts (including documentation of the procurement process) for this project on file for a minimum of six (6) years after approval of the Final Report.
- b. The Grantee agrees to maintain records to document any matching funds claimed as part of the project. The Grantee further agrees to secure reasonable written proof of the value of Staff or Volunteer Labor, and for Donated Materials contributed to the project.
- c. The Grantee agrees that accounts and supporting documents relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by the Society, its designated representatives, or any applicable agency of the State of Minnesota.

#### 6. ACKNOWLEDGEMENT OF SUPPORT

- a. For restoration/preservation grant projects, the Grantee agrees to post a sign during project work stating: This project has been financed in part with funds provided by the State of Minnesota from the Arts and Cultural Heritage Fund through the Minnesota Historical Society.
- b. All publicity releases, informational brochures, and public reports relating to an approved grant project shall contain an acknowledgment as follows: This publication was made possible in part by the people of Minnesota through a grant funded by an appropriation to the Minnesota Historical Society from the Minnesota Arts and Cultural Heritage Fund. Any views, findings, opinions, conclusions, or recommendations expressed in this publication are those of the authors and do not necessarily represent those of the State of Minnesota, the Minnesota Historical Society, or the Minnesota Historic Resources Advisory Committee.

#### 7. HOLD HARMLESS

- a. The Grantee agrees to hold the Society *harmless from any loss, damage, or expense*—including reasonable attorneys' fees and other costs of defense—arising as the result of any claim, action, complaint, or discrimination proceeding, or litigation of any kind whatsoever, directly or indirectly brought about as a result of the funded project; or,
- b. Each party will be responsible for its own acts and behavior and the results thereof. The State's liability is governed by the Minnesota Tort Claims Act, Minn.Stat.Sec.3.736 and other applicable laws.

#### 8. MODIFICATION

No person or body other than the Society is authorized to modify any of the terms of this agreement, including the scope of performance and cost limitations herein established. The Society shall not be liable for any costs incurred by the Grantee, which are not in conformance with the terms of this agreement

#### 9. NONDISCRIMINATION

- a. The Grantee agrees that in the hiring of common or skilled labor for the performance of any work on the grant project that no contractor, material supplier or vendor shall, by

reason of race, creed, color religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age, discriminate against any person or persons who are citizens of the United States, or resident aliens, who are qualified and available to perform the work to which the employment relates.

- b. The Grantee agrees no contractor, material supplier or vendor shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in the preceding paragraph, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

## 10. DISALLOWANCES

Any cost paid for with grant funds which is subsequently found to be disallowable under audit shall be refunded to the Society by the Grantee.

## 11. CANCELLATION

The Society may withhold, cancel, or revoke in whole or in part the grant amount if it determines that the Grantee has materially breached any term or condition of this agreement. Grantees will be given a 30-day notice. In lieu of cancellation, Grantees may be given proposed remedies to ensure the successful completion of the project.

In addition, both parties may mutually agree to cancel the agreement if they determine that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of either party. In the event of cancellation, the Society may withhold proceeds of the Grant; demand that the Grantee return any already disbursed proceeds to the Finance Commissioner; and seek any additional legal or equitable remedy(ies).

Finally, the Grantee hereby acknowledges that the proceeds of the Grant are being financed in part with funds provided by the State of Minnesota and administered through the Society, and that, per Minnesota Session Laws 2019, 1st Special Session, Chapter 2, Article 4, Section 2, Subdivision 4, the funding will be canceled to the extent a court determines that the appropriation, or portion thereof, unconstitutionally substitutes for a traditional source of funding.

## 12. SPECIAL CONDITIONS

The Society may require special conditions to ensure that the project meets applicable standards. Conditions must be worked sequentially as listed below.

1. Grantee must submit a complete list of their organization's governing board. (Upload to Milestone/Condition 1 report in the SOCIETY'S grants portal, <https://mnhs.fluxx.io>. Reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.)

2. Grantee must submit a research design document that includes identified themes and indicates at least one of the themes for full development. (Upload to Milestone/Condition 2 report in the SOCIETY'S grants portal, <https://mnhs.fluxx.io>. Reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.)

3. Grantee must submit a draft of a fully developed theme. (Upload to Milestone/Condition 3 report in the SOCIETY'S grants portal, <https://mnhs.fluxx.io>. Reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.)

4. Grantee will submit a draft of the full Context Study including next steps for all themes at 75% completion. (Upload to Milestone/Condition 4 report in the SOCIETY'S grants portal, <https://mnhs.fluxx.io>. Reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.)

**Certification:**

We have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date(s) indicated below intending to be bound thereby.

**Signatures:**

\_\_\_\_\_  
Project Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Date

MINNESOTA HISTORICAL SOCIETY  
Heritage Preservation Department  
Minnesota Historical and Cultural Heritage Grants  
Approved Project Budget

Grantee: City of Columbia Heights  
 MNHS Grant #: 2009-25065  
 Project: City of Columbia Heights Historical Context Study

|     | Budget Item                                 | Amount Requested | Grant Amount      | Match           |
|-----|---|------------------|-------------------|-----------------|
| 1.  | Historical Context Study                    | \$9,750.00       | \$9,750.00        |                 |
| 2.  | Cash Match - Project Manager – Will Rottler |                  |                   | \$514.00        |
| 3.  |   |                  |                   |                 |
| 4.  |   |                  |                   |                 |
| 5.  |   |                  |                   |                 |
| 6.  |   |                  |                   |                 |
| 7.  |   |                  |                   |                 |
| 8.  |   |                  |                   |                 |
| 9.  |   |                  |                   |                 |
| 10. |   |                  |                   |                 |
| 11. |   |                  |                   |                 |
| 12. |   |                  |                   |                 |
|     | <b>TOTAL</b>                                |                  | <b>\$9,750.00</b> | <b>\$514.00</b> |