GRANT AGREEMENT
For Sub-award
Between the City of Minot and Children’s Museum of Minot, Inc.

Sub-recipient: Children’s Museum of Minot, Inc.

Sub-awardee: Children’s Museum of Minot, Inc.

Sub-recipient’s and Sub-awardee’s DUNS #: 109161086

Federal Award Identification Number (FAIN): HQ00052010086

Federal Award Date: 09/17/2020

Sub-award Period of Performance: 08/01/2020-12/31/2022

Scope of Work: Design and construction of an approximately 22,000 square-foot 3-story building, including utilities parking and landscaping and installation of educational exhibits on property owned by the Minot Park District.

There are four distinct Scope of Work components:
Pre-Construction Award Work
1. Conceptual and Preliminary Design
2. Schematic Design / Construction Management Request for Proposal
Construction Management Agent Services
1. Issue the Construction Management Agent Request for Qualifications
2. Develop a Construction Management Agent Contract
3. Execute a Construction Management Agent Contract with the successful Offeror
Construction Architect Services
1. A & E Services provided as third-party contribution for the non-federal share
2. Design Development
3. Construction Bid Documents (Final Construction Drawings and Specifications)

Amount of Federal Funds Obligated BY THIS ACTION by the Pass-Through Entity to Sub-recipient: $6,293,820

Total Amount of Federal Funds Obligated to Sub-recipient by Pass-Through Entity Including this Current Obligation: $6,293,820

Total Amount of the Federal Award Committed to the Sub-recipient by the Pass-Through Entity: $6,293,820

Federal Award Project Description: City of Minot Magic City Discovery Center

Federal Awarding Agency: U.S. Department of Defense
Office of Local Defense Community Cooperation
(Formerly Office of Economic Adjustment)
Federal Contact Name and Information:

Grants Management Specialist:
Frank Davis
frank.a.davis68.ctr@mail.mil
(703) 697-2078

Project Manager:
Margit Myers
margit.a.myers.civ@mail.mil
(703) 697-2119

Federal Awarding Agency Pass-Through Entity: City of Minot

Pass-Through Entity Contact Official and Contact Information:

City of Minot Finance Department
c/o Addie Weeks, Accountant
515 2nd Ave SW
addie.weeks@minotnd.org

Sub-recipient Contact Official:

Magic City Discovery Center
Children’s Museum of Minot, Inc.
c/o Executive Director
615 S. Broadway, Suite L2
Minot, ND 58701

CFDA Number & Name: 12.600 Community Investment

Award for Research and Development: No

Direct Cost Rate: The City of Minot will use a direct cost method to recover costs associated with administration of the grant. The cost will be based on the average hourly wage plus benefits for the employee(s) working on the grant. City of Minot employees will use the existing method now in effect for tracking HUD CDBG-NDR grant time to track their time and allocate it toward the various projects that they are working on.

Payment Schedule: The Final Grant Application is attached and incorporated into this Agreement by reference as Attachment A. The Final Project Costs DCIP is attached and incorporated into this Agreement by reference as Attachment C. The Sub-recipient shall comply with the Project Development Schedule in item #5 of the Office of Economic Adjustment Notice of Award (Attachment B). The Sub-recipient shall submit requests for payment which shall be
supported by the appropriate documents including but not necessarily limited to contracts, contractor pay applications, invoices, and proof of payment. All supporting documents shall be properly reviewed and approved by the Sub-recipient to ensure that the work has been completed and payment is proper. Requests for payments will be reviewed by the City of Minot to ensure that they are made in accordance with Budget Information detailed on pages 10-12 of Attachment A, Attachment C, and any other applicable term or condition. All payments will be made by the City of Minot, to the Sub-recipient, on a reimbursement basis only.

Terms and Conditions: The Office of Economic Adjustment Notice of Award is attached and incorporated by reference into this Agreement as Attachment B. Section 20 of Attachment B provides the applicable Terms and Conditions and, in addition, the applicable Special Conditions (1-7). Sub-recipient shall fully comply with the obligations and requirements of the grant in a manner satisfactory to the City of Minot and consistent with the terms and conditions of this Agreement and applicable local, state, and federal statutes and regulations.

Additional Terms and Conditions:
In addition to the applicable terms and conditions provided in Section 20 of Attachment B, the Sub-recipient shall also comply with all of the following terms and conditions:

1. The Sub-recipient shall fully comply with records requirements per City of Minot’s Record Retention Schedule or the applicable federal record retention policy relating to this grant, whichever is stricter. The retention period for federal grant activities shall be the longer of 4 years after the expiration or termination of the Sub-recipient agreement under 24 CFR § 570.503, or 6 years after the submission of the annual performance and evaluation report, in which the specific activity is reported on for the final time. Records for individual activities subject to the reversion of assets provisions at 24 CFR § 570.503(b)(7) or change of use provisions at 24 CFR §570.505 must be maintained for as long as those provisions continue to apply to the activity. Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

2. The Sub-recipient shall have internal accounting and other control systems to provide reasonable assurance it is managing Federal financial assistance programs in compliance with applicable laws and regulations, including 2 CFR Part 200 Subpart F Audit Requirements.

3. If the Sub-recipient generates program income during the period of performance, the program income will be deducted from the next payment request submitted with all documentation necessary for the City of Minot to record and report as program income. If at closeout the Sub-recipient has remaining program income, it will be remitted immediately to the City of Minot for further required processing. The Sub-recipient will comply with the City of Minot’s Program Income Policy (which is attached and incorporated into this Agreement by reference as Attachment D), Section 6 #6.

4. The Sub-recipient shall permit the City of Minot and City of Minot auditors (employees or consultants) to have access to the Sub-recipient’s records and financial statements as
necessary for the City of Minot to meet the requirement of 2 CFR §200.300 (Statutory
and national policy requirements) through 2 CFR § 200.309 (Period of performance), and

5. Sub-recipient shall comply with the applicable procurement policies and requirements.
local, state, or federal law, whichever is strictest.

6. Prior to submitting any request for payment, the Sub-recipient shall provide proof of
control of land on which project construction shall occur through lease, deed, easement or
similar legal document accepted in the State of North Dakota as proof of use of property,
and that such legal instrument is sufficient to demonstrate compliance with all
requirements of Federal Awarding Agency making this award.

7. Sub-recipient shall remain fully obligated under the provisions of this Agreement
notwithstanding its designation of any subsequent or third parties for the undertaking of
all or party of the activities for which the grant assistance is being provided to the Sub-
recipient. Any contractor or subcontractor which is not part of the Sub-recipient shall
comply with all the lawful requirements of the Agreement necessary to insure that the
project for which assistance is being provided under this Agreement is carried out in
accordance with this Agreement.

8. If, due to any cause, the Sub-recipient fails to comply with the terms, conditions, or
requirements of this Agreement, the City of Minot may terminate or suspend this
Agreement by giving written notice of the same and specifying the effective date of
termination or suspension at least 30 days prior to such action. In the case of Agreement
violations by Sub-recipient, the City of Minot may request that all or some of the grant
funds be returned even if the Sub-recipient has expended the funds. The request will be
made in writing. The Sub-recipient agrees to return such funds as requested by the City
of Minot within 10 days of receipt of the written request.

9. The Sub-recipient shall hold harmless, defend, and indemnify the City of Minot from any
and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-
recipient’s performance or non-performance of the services or subject matter called for in
this Agreement.

Terms and Conditions Specifically Concerning Closeout of the Sub-award:

Closeout guidelines per 2 CFR §§ 200.343 - 200.345; 24 CFR § 570.509; or 2 CFR § 2900.15

The City of Minot will close-out the Federal award when it determines all applicable
administrative actions and all required work of the Federal award have been completed by the
Sub-recipient. The following are the required actions to complete this process at the end of the
period of performance:

1. The Sub-recipient must submit, no later than 90 calendar days after the end date of
the period of performance, all financial, performance, and other reports as required by
or the terms and conditions of the Federal award. The City of Minot may approve extensions when requested by the Sub-recipient.

2. Unless the City of Minot authorizes an extension, the Sub-recipient must liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.

3. The City of Minot must make prompt payments to the Sub-recipient for allowable reimbursable costs under the Federal award being closed out subject to availability of funds specifically appropriated for this award.

4. The Sub-recipient must promptly refund any balances of unobligated cash the City of Minot paid in advance or paid and not authorized to be retained by the Sub-recipient for use in other projects. See OMB Circular A-129 and see 2 CFR § 200.345 (Collection of amounts due), for requirements regarding unreturned amounts that become delinquent debts.

5. Consistent with the terms and conditions of the Federal award, the City of Minot entity must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.

6. The Sub-recipient must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with 2 CFR § 200.310 (Insurance coverage) through 2 CFR § 200.316 (Property trust relationship) and 2 CFR § 200.329 (Reporting on real property).

7. The City of Minot should complete all closeout actions for the Federal awards no later than one year after receipt and acceptance of all required final reports.

8. The Amended and Restated Agreement and the Amended Ground Lease between Sub-recipient and Minot Park District, which are attached and incorporated into this Agreement as Attachments E and F. Sub-recipient will report to the City of Minot, as necessary relating to these Agreements.

Attachments:

Attachment A – Final Grant Application
Attachment B – Office of Economic Adjustment Notice of Award
Attachment C – Final Project Costs DCIP
Attachment D – City of Minot Program Income Policy
Attachment E – Amended and Restated Agreement
Attachment F – Amended Ground Lease
Mayor, City of Minot

Date ___________________________

Karen Rasmussen
(Sub-recipient Representative)

Date ___________________________

Melissa Stanley

Date 2-1-21

2-1-21