

PLANNING & ECONOMIC DEVELOPMENT COMMITTEE

11-0473R

RESOLUTION AUTHORIZING A MINNESOTA HISTORICAL AND CULTURAL GRANT AGREEMENT WITH THE MINNESOTA HISTORICAL SOCIETY AND FURTHER AUTHORIZING A SUBGRANT AGREEMENT WITH SUMMIT ENVIROSOLUTIONS TO IMPLEMENT A HISTORIC RESOURCES SURVEY OF THE EAST END RESIDENTIAL AREA - PHASE III IN AN AMOUNT NOT TO EXCEED \$21,863.00.

CITY PROPOSAL:

RESOLVED, that the proper city officers are hereby authorized to enter into a Minnesota historical and cultural grant agreement with the Minnesota Historical Society, substantially in the form of that on file in the office of the city clerk as Public Document No. _____, accepting a grant in the amount of \$18,750.00, related to a Historic Resources Survey of the East End Residential Area - Phase III, payable into Special Projects Fund, Finance Department 210-030-3150-4210-02 (Miscellaneous Federal Grants)

FURTHER RESOLVED, that the proper city officials are hereby authorized to enter into a Minnesota historical and cultural subgrant agreement with Summit Envirosolutions, Inc., substantially in the form of that on file in the office the city clerk as Public Document No. _____, to implement the Historic Resources Survey of the East End Residential Area - Phase III, in the total amount of \$21,863.00. The sum of \$18,750.00 payable from Special Projects Fund,

Finance Department 210-030-3150-5441 (Other Services and Charges) and \$3,113.00 payable from Community Development Fund 265-020-5441 (Miscellaneous).

Approved:


Department Director

Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

CD KH/CF:jle 9/1/2011

STATEMENT OF PURPOSE: This resolution continues the process of phased inventory properties of historical significance with the city. Funds for this survey include the Minnesota Historical Society, CDBG and in-kind match from the city. This resolution authorizes the proper city officials to execute an agreement, substantially in the form of the contract with Summit Envirosolutions of St. Paul, Minnesota for professional services in the development of a Historic Resource Survey for the East End Residential Area - Phase III, in an amount not to exceed \$21,863.

7207508

MINNESOTA HISTORICAL SOCIETY
CERTIFIED LOCAL GOVERNMENT GRANT AGREEMENT

<u>ACCOUNT NUMBER</u>	<u>FISCAL YEAR</u>	<u>OBJECT CODE</u>	<u>FEDERAL PROJECT NUMBER</u>	<u>DOLLAR AMOUNT</u>
00284	2011 2012	5260	27-11-31930.007	\$18750 HPF grant funds \$7710 applicant match

This Agreement is made by and between the Minnesota Historical Society hereinafter called the Society), and the City of Duluth (hereinafter called the City), pursuant to authority granted by the National Historic Preservation Act of 1966, as amended.

WHEREAS, pursuant to the Act, the Society has been allocated funds by the United States Department of the Interior for use by Certified Local Governments for qualifying historic preservation activities; and

WHEREAS, the City has applied for and been granted Certified Local Government Status and has made application for Certified Local Government funds to be utilized in carrying out the project described in Attachment A of this Agreement,

NOW, THEREFORE, in consideration of and in reliance upon the mutual covenants and agreements contained herein, the parties hereto do covenant and agree, each for themselves and their respective successors and assigns, to carry out the project under the following provisions.

I. PROJECT DESCRIPTION

- A. The Project Time Period, Work Summary, Photograph Guidelines (where applicable), Consultations and Progress Reports, Final Products, Project Director's Report, Project Budget, and Reimbursement Schedule are described in the Project Description, Attachment A, which is attached hereto and made a part hereof.
- B. The City agrees the project will be carried out as described in the Project Description, unless modified pursuant to the provisions of Section V of this contract.
- C. The Society will reimburse the City for the budget costs identified as Historic Preservation Fund (HPF) federal dollars in the Project Description, following submittal of materials as described in Section III of this Agreement. Final products which do not conform to the terms and conditions of this Agreement or which do not meet the applicable Secretary of the Interior's Standards will not be reimbursed.

II. ASSURANCES

- A. The City assures that all work carried out on this project will conform to the Secretary of the Interior's Standards for Archaeology and Historic Preservation (as published in the Federal Register of September 29, 1983) and that the project personnel meet the Secretary of the Interior's Professional Qualifications Standards (as published in the Federal Register of September 29, 1983) as stipulated in the Project Description.
- B. The City assures that this project will be administered and conducted in accordance with the following:
1. OMB Circular A-87 "Cost Principles Applicable to Grants and Contracts with State and Local Government" and OMB Circular A-102 (revised) "Uniform Requirements for Assistance to State and Local Governments."
 2. Department of the Interior regulations 43 CFR Part 12, Subpart C - "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
 - a. In addition to the requirements of these regulations the City will allow a minimum of two weeks between the date bid solicitations are published and the date bidders must respond; and allow eighteen calendar days between the date invitations are mailed to potential bidders and the date bidders must respond.
 3. Public Law 101-517, Title V, Section 511, states: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be furnished by nongovernmental sources.
 4. The "Single Audit Act of 1984."
 5. Historic Preservation Fund (HPF) Grants Manual (previously known as National Register Programs Guideline NPS-49).
- C. The City acknowledges that this project is being supported, in part, with funds from the United States Department of the Interior. As a condition of receiving such funds, the City assures compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.

The City also agrees as follows:

In the hiring of common or skilled labor for the performance of any work hereunder, no contractor, material supplier or vendor shall, by reason of race, creed or color, 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.

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 or color.

The violation of this section is a misdemeanor pursuant to Minnesota Statutes.

This Agreement may be canceled or terminated by the Society, and all money due, or to become due hereunder may be forfeited for a second or any subsequent violation of the terms of this section.

- D. The City will indemnify and save and hold the Society and the Department of the Interior harmless from any and all claims or causes of action arising from the performance of this project by the City.
- E. The City agrees to make repayment of grant funds to the Society if terms and conditions of this Agreement are not followed or costs claimed are subsequently disallowed.
- F. The City, in accordance with provisions of 18 USC 1913 regarding lobbying, assures that no part of grant budget will be used directly or indirectly or to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This shall not prevent communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.
- G. The City agrees any publications, studies, reports, presentations, films, audio visual materials, exhibits, or other material prepared with grant assistance will contain an acknowledgment of HPF grant funds and nondiscrimination policy as follows:

"The activity that is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, U. S.

Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.

"This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, or disability in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, U. S. Department of the Interior, National Park Service, 1849 C St., NW, Washington, D.C. 20240."

- H. The City assures that transferred federal monies will not be applied as part of the matching (applicant) share, and that monies used as match on other federal grants will not be used as matching (applicant) share on this project.
- I. The City agrees not to contract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, Debarment and Suspension. Current lists of such parties are on file in the Society's Grants Office and are available for review by the City. As a condition of this Agreement, the City shall complete and execute the attached *Certification Regarding Debarment, Suspension, and other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying* (see page 7-9).

III. REIMBURSEMENT PROCEDURES

- A. Payments under this Agreement will be made on a reimbursable basis according to the schedule included in the Project Description (see Attachment A). All supporting fiscal documentation must be submitted prior to reimbursement.
- B. A Request for Reimbursement must include the following:
 - 1 Request for Reimbursement Form (see Attachment B).
 - 2. Supporting fiscal documentation for all project costs during the period covered by the request, including both federally funded items and applicant match items. (See Attachment C for Information on Allowable Costs.)
 - 3. If project work begins prior to September 30, and the City wishes to claim these costs, a Request for Reimbursement must be submitted at the end of the federal fiscal year. Applicant match must be equal to, or may exceed, the federal funds requested as of September 30 (also see Reimbursement Schedule of Attachment A).

4. Final Product(s) and the Project Director's Report are to be submitted with the Final Request for Reimbursement Form (see Attachment A).
- C. The Request for Reimbursement Forms should be submitted to Mandy Skypala, Minnesota Historical Society, Grants Office, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102-1906.
- D. When both the financial documentation and the product documentation has been found to be acceptable by the Society, funds will be requested from the Department of the Interior and will be forwarded to the City when the funds have been received by the Society.

IV. AUDIT

The City must submit a copy of all audited financial statements completed pursuant to OMB Circular A-133 for all fiscal years which include the project period. These must be submitted to Monica Zarembski, Minnesota Historical Society, Finance Office, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102-1906, within 120 days of their completion.

V. AMENDMENTS AND CANCELLATION

A. Amendments

1. Any significant variations from the approved work summary, products, budget, and performance/reporting milestones described in Attachment A which are experienced or anticipated during the course of the project and any significant problems, delays, or adverse conditions which materially affect planned performance should be submitted in writing to Mandy Skypala, Minnesota Historical Society, Grants Office, 345 Kellogg Boulevard West, Saint Paul, Minnesota, 55102-1906. The Society will respond in writing, either approving or not approving the changes, and may amend the contract if deemed necessary. The City is aware that some changes may require approval by the National Park Service and agrees to submit any necessary changes as early as possible during the project period. Variations which are not known until the conclusion of the project may be submitted with the final Request for Reimbursement; however, the City understands that costs may be disallowed if changes are not approved.
2. If any part of the budgeted federal grant funds will not be used, the City must notify the Society at least sixty (60) days before the project's ending date. Failure of the City to notify the Society may result in the loss of federal funds to the state, and may have an adverse effect on future applications for CLG funds by the City.

- B. Cancellation. The Society reserves the right of termination for cause on a thirty (30) day notice should it be determined that the City has failed to materially comply with the terms and conditions of this Agreement. This Agreement may

also be terminated when both parties agree that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of the Society and/or the City. In the event of termination, the City may be reimbursed for eligible expenses incurred prior to termination or by a negotiated settlement.

Once this Agreement is signed, it controls all activities during the project time 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.

Minnesota Historical Society
345 Kellogg Boulevard West
Saint Paul, Minnesota 55102

City of Duluth
Planning Division - Room 208
411 West First St.
Duluth, MN 55802

for Dot Gaarder 6/24/11
D. Stephen Elliott, Director and CEO
and State Historic Preservation Officer (date)

C. P. Palka 5-25-11
signature (authorized official) (date)

Cindy Palka
(print name)

Britta L. Bloomberg 6/23/11
Deputy State Historic Preservation Officer (date)

416005105
City's Federal Employer Identification Number

Kathryn Ludwig 7-24-11
Contracting Officer (date)

Carol H. Sundquist 5/24/11
(signature- HPC Chairperson) (date)

Carolyn H. Sundquist
(print name)

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - [The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; or use Department of the Interior Form 1954 (DI-1954). See Appendix A of Subpart D of 43 CFR 12.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective primary recipient certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transactions

CHECK IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will provide or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Part E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements.

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

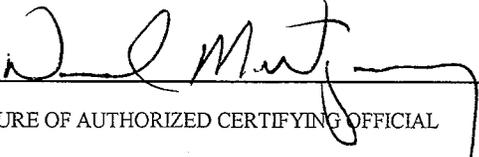
CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000 UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above-specified certifications are true.



SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

DAVID W MONTGOMERY CHIEF ADMINISTRATIVE OFFICER

TYPED NAME AND TITLE

5-27-11

DATE SIGNED

(This consolidated form may be used in place of the DI-1953, DI-1954, DI-1955, DI-1956, and DI-1963 forms.)

PROJECT DESCRIPTION

City (CLG): City of Duluth
Federal Grant No: 27-11-31930.007
Grant Time Period: June 1, 2011 to July 31, 2012

Work Summary: The project will consist of an intensive level survey of the city's east end residential area. The survey area is approximately 108 acres containing 108 city blocks. The project will be accomplished under the supervision of personnel meeting the Secretary of the Interior's Professional Qualifications Standards.

Photographic Guidelines:

Either black and white film photography or digital photography can be used.

Black and White Film Specifications: 35 mm black and white film will be purchased by the CITY. It should be used to record all inventoried properties. T Max 100 is the recommended film. Other acceptable films are Plus X-Pan and Ilford: Delta 100, FP4 Plus or Pan F Plus. **Use 24 exposure rolls.** Never use Ilford XP-1 or XP-2 because these films are chromogenic dye films. The first frame of each roll of black and white film should contain a photo of a label identifying the roll of film as product of CITY's CLG survey.

Digital Photography Specifications: Digital images may be used for inventory forms and reports. Printed images should be minimally 4" in width by 2.66" in height. SHPO requests copies of the digital images be provided on CD. Images on the CD should have a minimum resolution of 300 dpi. Preferred format is TIFF. Include the following information for images on the CD of digital images:

Creator: Organization or person primarily responsible for the image
Subject: Subject of image, i.e. Inventory Number and Property Name
File Format: TIFF
Date: Date of Image

Consultations and Progress Reports:

1. The CITY will inform the SOCIETY'S Grants Office of the name and qualifications of the historian, architectural historian, or historical architect with whom it has contracted **within fifteen (15) days** of the contract's execution. The CITY will at the same time provide a copy of the contract and a complete report on the procurement process demonstrating compliance with Federal competitive procurement requirements. (See II. ASSURANCES, item B, CLG Agreement, and Part VI of 2011 CLG Grants Manual.)

2. The CITY will submit a brief *Monthly Progress Report* (See 2011 CLG Grants Manual - Attachment F.) to the SOCIETY'S Grants Office by the 15th of each month for the duration of the project period. Project submittals will accompany the monthly reports as specified below.
3. By July 2011, the CITY will schedule a meeting through the SOCIETY'S Grants Office to confer with SHPO staff regarding the administration of the project.
4. By August 2011, the CITY will submit a draft request for proposals to the SOCIETY'S Grants Office to be reviewed by SHPO staff. In addition, the CITY will confer with SHPO staff during the consultant selection process.
5. By October 1, 2011, the CITY will submit a Research Design for the project to the SOCIETY'S Grants Office. The Research Design should follow the Secretary of the Interior's Standards and Guidelines for Identification (Federal Register, September 29, 1983, pages 44720-44723), including the Objectives of the survey, and the Expected Results of the survey; and the MN SHPO's Guidelines for SHPO Architecture/History Projects of October, 2010. Note: The Research Design should refer not only to the material products of the survey but the kinds of historical materials that will be used and synthesized.
6. By November 1, 2011, the CITY will submit sample inventory forms to the SOCIETY'S Grants Office to be reviewed by SHPO staff.
7. By May 1, 2012, the CITY will submit a draft copy of the survey report to the SOCIETY'S Grants Office for SHPO staff review.
8. The SOCIETY may request other written progress reports and on-site reviews of project progress, as necessary.

Final Products: The Final Products to be submitted with the Project Director's Report and Request for Reimbursement (see Part III of the Grant Agreement), will be printed on a letter-quality printer or a typewriter (they should not be printed on a dot-matrix printer). Products should conform to the standards and guidelines specified in the most current edition of the MN's SHPO'S Guidelines for SHPO Architecture/History Projects. Products will consist of:

1. Inventory forms for all surveyed properties. All forms will be typed and numbered according to the established SHPO numbering system. Each form will contain an original photograph of the property using one of the two contact sheets with the sheet identification number written on the back of each frame (see Appendix G of SHPO Guidelines). Data from current SHPO inventory forms for City of Duluth should be incorporated into the inventory forms prepared by the CITY (SHPO staff will provide copies of the current inventory forms at the commencement of the project). UTM coordinates are also required (see Appendix E SHPO Guidelines).
 - a. If a database was created to manage the collected data and generate the inventory forms, an electronic copy of the database on a CD or DVD.

2. A narrative report of the survey. This report must conform to the Secretary of the Interior's Standards and Guidelines for reporting identification results (see Federal Register, September 29, 1983, pages 44721 and 44723), and MN SHPO's Guidelines for SHPO Architecture/History Projects of October 2010 (see Appendix D). A statement providing the total number of properties inventoried and the total acreage surveyed must be included in the abstract or management summary. One unbound, three bound (see No. 4 below), and one computer disk copy of this report are to be submitted to the SOCIETY.
3. A map indicating each surveyed property or other appropriate map. If available, the individual properties should be plotted on a plat map which indicates the precise location of individual properties. Color-coding schemes should not be used because they do not photocopy. (See Appendix F SHPO Guidelines.)
4. The three bound copies of the final product, with the exception of the inventory forms, should be bound with a GBC binding.

Project Director's Report: The report will include a brief description of the administration of the project. Two copies of this report will be submitted to the SOCIETY'S Grants Office with the Final Products and the Request for Reimbursement Form (see Part III of the Grant Agreement).

Project Budget:

BUDGET ITEMS	GRANT	RECIPIENT MATCH			TOTAL
		Cash	In-Kind	Other	
Consultant (CDBG Cash Match)	\$18,750	\$4,000			\$22,750
GIS (Planner II (\$35/65))			\$2,275		\$2,275
Project Director (\$49/25)			\$1,225		\$1,225
HPC (7 members 3 hrs each)			\$210		\$210
TOTALS	\$18,750	\$4,000	\$3,710		\$26,460

Reimbursement Schedule: The CITY will be reimbursed, in total amount not to exceed \$18,750, for the actual amounts expended under the federal (HPF) portion of the budget. The CITY must submit a Request for Reimbursement Form along with appropriate fiscal documentation, Final Products, and Project Director's Report to the SOCIETY'S Grants Office no later than August 31, 2012. All project work must be completed no later than July 31, 2012.

Minnesota Historical Society
Grants Office
Request for Reimbursement for Federal HPF Grants

Project: _____

Federal Grant Number: _____

City: _____

MHS Contract Number: _____

Address: _____

Federal Grant Amount: _____

Project Expenditure Classification:
(use budget items from Attachment A of the
Grant Agreement)

Total Expenditures

Federal

Applicant Match

TOTAL

Supporting documentation for all costs claimed in this request must be attached. Each supporting document should be labeled with the appropriate Project Expenditure Classification.

I certify that this request for Reimbursement represents actual project expenditures carried out within the period of the project.

Date: _____

Signature: _____

Print name
and title: _____

Telephone: _____

Attachment C

SUPPLEMENTAL INFORMATION ON ALLOWABLE COSTS

All costs for this project must be in conformance with OMB Circular A-87 and A-102 (revised) and the National Register Programs Guidelines NPS-49. The following points provide supplementary guidance and emphasis for areas where questions or problems may arise.

1. The project budget is divided into those costs to be reimbursed by Historic Preservation Funds (HPF federal dollars) and those costs which are covered by the City (applicant match). All costs--both HPF federal dollars and the applicant match--must be adequately documented on a Request for Reimbursement Form. The applicant match portion must total, at a minimum, an amount equal to the federal portion.
2. All costs must be in payment of an obligation incurred during the grant time period.
3. All costs must represent expenditures which are necessary for the accomplishment of approved grant objectives.
4. Transferred federal monies cannot be applied as matching applicant share; monies used as match on other federal grants may not be used as matching share on this project.
5. Specific cost categories:

A. Personnel

- (1) Project Specific Personnel are hired as regular employees specifically for the grant project. Eligible costs may include salary expenses as well as other project related expenses incurred for the benefit of the project specific personnel. These costs may be charged to the federal portion and/or to the applicant portion of the project budget. Costs included on a Request for Reimbursement Form must be supported with copies of time sheets showing the employee's name, dates and hours worked, dollar amount, description of work performed, employee's signature, and the signature of the employee's supervisor. Either the City's time sheets with the above information or MHS time sheets (see Attachment D) are acceptable.
- (2) In-Kind Services (force account personnel) are regular employees of the City who spend all or part of their time on the grant project. Eligible costs include the actual salary of the employee including fringe benefits. (The employee must be working in the same skill for which he/she is normally paid, otherwise, only minimum wage can be used.) These costs may be

charged to the federal portion and/or to the applicant portion of the project budget. Costs included on a Request for Reimbursement Form must be supported with copies of time sheets containing information described under 5.A.(1) above as well as documentation supporting the claimed wage rate(s).

- (3) Donated Services (volunteer personnel) contribute time to the grant project. If a volunteer is performing tasks within his/her normal trade or profession, the value of the contribution is based on the volunteer's normal rate of pay or the rates listed below. (The Society will furnish rates for other areas upon request.) Benefits are not eligible. If the volunteer is performing tasks outside of his/her profession, only a \$10/hour rate can be used. These contributions may be utilized only for the applicant portion of the budget. Costs included on a Request for Reimbursement Form must be supported by time sheets with information described under 5.A.(1) above.

Rates for Volunteer Personnel

Appraiser	\$20.75 per hour
Archaeologist	\$17.43 per hour
Architect	\$25.57 per hour
Attorney	\$28.19 per hour
Bookkeeper/accountant	\$14.79 per hour
Graphic Arts Specialist	\$17.30 per hour
Historian	\$19.30 per hour
Librarian	\$21.40 per hour
Planner	\$19.99 per hour
Photographer	\$13.77 per hour
Researcher	\$18.20 per hour
Secretary	\$16.37 per hour
Word Processing Operator	\$14.84 per hour
Writer/editor	\$19.30 per hour
Non-Specialized HPC Member rate	\$10.00 per hour

- B. Contractual Services are services necessary for the completion of the project which are contracted by the City. The City must follow the requirements of OMB Circular A-102 (revised) regarding procurement standards in arranging for such services. Eligible costs may include the rates actually paid to the contractor. These costs may be charged to the state portion and/or to the applicant portion of the project budget. Costs included on a Request for Reimbursement Form must be supported by copies of invoices and copies of canceled checks.

C. Supplies and Materials

- (1) Donated supplies and materials are those taken out of City stock or donated by third parties. The cost of these supplies and/or materials may be charged only to the applicant portion of the budget. Costs included on a Request for Reimbursement Form must be supported by a Value of Donated Supplies and Materials Form (see Attachment E) which must include a description of the materials and/or supplies, date of donation, fair market value, basis for the valuation (i.e., invoice price, price in retail outlet, etc.), and signature of verifying official.
- (2) Purchased supplies and materials are those items bought specifically for the project. The City must follow the requirements of OMB Circular A-102 revised) in the purchase of supplies and materials. The cost of these supplies and/or materials may be charged to the federal portion and/or to the applicant portion of the budget. Costs included on a Request for Reimbursement Form must be supported by copies of invoices and copies of cancelled checks.

D. Indirect Costs may be charged to the project only if the City has a current rate that has been approved by the City's cognizant federal agency and is currently in effect. These costs may be charged only to the applicant portion of the budget. Those costs must be included on page four of the City's CLG grant application.

E. Mileage Costs may be charged to the project for necessary costs incurred excluding costs of mileage from place of residence of project personnel to the project site. Mileage paid for by the City may be charged to the federal portion and/or to the applicant portion of the budget; donated mileage may be charged, only to the applicant portion. Costs included on a Request for Reimbursement Form must be supported with the following information: project personnel name, date of travel, purpose of travel, beginning and ending mileage, and rate claimed. Maximum rate allowable is \$.50 per mile.

**Minnesota Historical Society
Value of In-Kind and/or Donated Services
Time Sheets**

City and Project Name

Federal Grant Number

Name of Person Contributing Services

Type of Worked Performed
(research, planning, secretarial, etc.)

Hourly Rate – Based on: _____

Volunteer personnel donating his/her time to a project may be credited with an agreed rate (See Attachment C of Grant Agreement) **unless** he/she is professionally skilled in the work he/she is performing on the project. When this is the case, the wage rate the individual is normally paid for performing his/her service may be credited to the project. If a higher rate than the published volunteer rate is used, additional documentation and verification is required. Please consult with the Grants Office before claiming the higher rate.

Date	Time of Work				Total Hours	Hourly Rate	Value Hours x Rate
	Start	End	Start	End			
Total Value of Donation							

Signature of Person Donating Time

Date

Supervisor Verifying Accuracy

Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective as of the ____ day of _____, 2011, by and between **THE CITY OF DULUTH, MINNESOTA**, a municipal corporation of the state of Minnesota, whose address is 411 W 1st St., Duluth, 55802 (the "Client"), and **SUMMIT ENVIROSOLUTIONS, INC.**, doing business at 1217 Bandana Boulevard North, St. Paul, MN 55108 (the "Contractor").

WHEREAS, the Client is interested in obtaining a Historic Resources Survey of the East End Residential Area-Phase III; and

WHEREAS, the Client desires to engage the Contractor to undertake the development of that Re-Design:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to provide those services described in Exhibit A and Exhibit B, which is a part of this document. The Client agrees to provide supporting services to the Contractor as described in Exhibit A and Exhibit B.
2. **Time of Performance.** The services of the Contractor are to commence on the date as stated above and shall be completed as expeditiously as possible, but in any event on or before July 31, 2012. The time of performance may be extended by mutual agreement of the parties.
3. **Method of Payment & Total Project Amount.** The Client shall compensate Contractor for its services and deliverables according to Exhibit A, Payment Schedule, and upon completion of all the deliverables as identified in Exhibit A. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the sum of \$21,863.00 for all services rendered. By mutual agreement, the Client and Consultant may reallocate the budget among project tasks if the total budget amount remains unchanged. Fees and expenses shall be payable from \$3,113 Community Development Fund 265-020-5441 (Other Services and Charges) and from \$18,750 Planning 210-030-3150-4210-02 (Special Projects Fund, Finance Department, Miscellaneous, Federal Grants)
4. **General Terms and Conditions.**
 - A. **Termination of Agreement:** The Client shall have the right to terminate this Agreement, with or without cause, by giving written

30 days before the effective date of the termination. In that event all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the Client's property. Contractor shall be entitled to receive compensation in accordance with the Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Client for damages sustained by the Client by virtue of any breach of the Agreement of the Contractor.

- B. Changes. The Client may, from time to time, request changes in the scope of services of the contractor to be performed. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the Client and the Contractor, shall be in writing and upon execution shall become part of the Agreement.
- C. Assignability. Any assignment or attempted assignment of this Agreement by Contractor without the prior written consent of the Client shall be void; provided, however, that claims for money due or to become due to Contractor from the Client under this Agreement may be assigned to a bank, or other financial institution, without such approval. Notice of any such assignment or transfer shall be furnished to the Client.
- D. Audit. Contractor agrees that, as provided in Minnesota Statutes 16C.05, Subdivision 5, all Contractor books, records, documents, and accounting procedures and practices are subject to examination by the City or the Minnesota State Auditor for six (6) years from the date of execution of this Agreement. Upon reasonable notice by the City, Contractor shall provide all requested financial information. Five business days shall be deemed reasonable notice.
- E. Ownership of Documents and Government Data Practices. Drawings, specifications, guidelines and other documents prepared by Contractor in connection with this Agreement shall be the property of the Client. However, Contractor shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes. Pursuant to Minnesota Statutes Section 13.05, Subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services provided for herein is subject to the requirements of the Minnesota Government Data Practices

Act (Minn. Stat. Chap. 13) and Contractor shall comply with the requirements of the Act as if it were the City.

- F. Assignment of Copyrights. Contractor assigns to Client the copyrights to all work prepared, developed, or created pursuant to this agreement, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public; 4) perform the works publicly; and 5) to display the work publicly. Contractor shall have right to use materials produced in the course of this contract for marketing purposes and professional presentations, articles, speeches and other business purposes.
- G. Governing Law. This Agreement has been executed by the parties on the day and year first above written and shall be governed by the laws of the State of Minnesota. Contractor shall also comply with all applicable state and federal laws and regulations and resolutions of the Client, and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement. Jurisdiction of any dispute between the parties and/or arising under the Agreement shall be in the District Court of Minnesota, St. Louis County.
- H. Notices. Any notice concerning the terms and conditions of this Agreement shall be in writing and delivered, either personally or by mail (postage prepaid). If the notice is from the Contractor to the Client, it shall be addressed to Keith Hamre at the address for the Client set forth in the first section of this Agreement. If the notice is from the Client to the Contractor, the notice shall be addressed to Andrew Schmidt at the address of the Contractor set forth in the first section of this Agreement. Notices shall be deemed effective upon delivery in the event of personal delivery, and after three (3) days when mailed, postage prepaid; if transmitted by facsimile or telegram, upon verified receipt of the electronic transmission. Either party may change its address in reference to notices by written notification to the other party.
5. Indemnification. Contractor shall indemnify and hold Client harmless from and against and all claims, suits, or action made or asserted for any damage to person or property occasioned by the negligent errors or omissions by Contractor in connection with performance of Contractor's obligation under this Agreement.
6. Insurance.

- A. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota.
- (1) Workers' compensation insurance in accordance with the laws of the State of Minnesota.
 - (2) Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - (3) Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, 60 days notice prior to any cancellation or modification shall be required; and in such event, Contractor agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this paragraph which will provide unbroken protection to the City, or, in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said "claims made" insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.
 - (4) City shall be named as Additional Insured under the Public Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and City. Contractor shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.
 - (5) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.
 - (6) The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured

endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.

- B. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
- C. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- D. The City shall be named as an additional insured on each liability policy other than the professional liability and the workers' compensation policies of the Contractor.
- E. The certificates shall provide that the policies shall not be changed or canceled during the life of this Agreement without at least 30 days advanced notice being given to the City.

7. Independent Contractor.

- A. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Contractor as an agent, representative or employee of the City for any purpose or in any manner whatsoever. Contractor and its employees and agents shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Contractor's employees while so engaged, and any and all claims whatsoever on behalf of Contractor's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in this Agreement, Contractor's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Contractor from liability or

judgments arising out of Contractor's intentional or negligent acts or omissions of Contractor or its employees while performing the work specified by this Agreement.

- B. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- C. Contractor expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

- 8. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the Client and the Contractor and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written Agreement signed by both the Client and the Contractor.
- 9. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this agreement shall remain valid and binding upon the parties.

**SUMMIT ENVIROSOLUTIONS
INCORPORATED**

CITY OF DULUTH, MINNESOTA

BY: _____

Andrew Schmidt
Title: **Project Manager**

Date: _____

BY: _____

Don Ness
Title: **Mayor**

Date: _____

BY: _____

Jeffrey Cox
Title: **City Clerk**

Date: _____

BY: _____

Wayne Parson
Title: **City Auditor**

Date: _____

BY: _____

EXHIBIT A

NAME OF PROJECT: Historic Resources Survey of the East End Residential Area-Phase III

SCOPE OF WORK: This is an intensive level survey of the City's east end residential district and builds on two previous surveys: East End Phase I from 2006-2007 and East End Phase II from 2008-2009. In addition, it will build on the 1984 windshield survey of 2,000 historic structures. This survey will contribute to the established database of information on historic structures within the City to help the Duluth HPC develop strategies for preservation, serve as reference for the general public, guide property owners to protect and preserve their neighborhoods, and help the City Planning Division in administering the UDC, and in implementation of the Comprehensive Land Use Plan.

The East End Phase III residential area survey is funded by the Minnesota Historical Society for \$18,750, with \$3,113 in matching funds from the CDBG Program. The value of the in-kind work from the city staff and Duluth HPC will be \$3,710. The proposed contract with the consultant is \$21,863.

The attached maps provide detail on the area to be inventoried. The survey area contains approximately 83 city blocks or approximately 323 acres with approximately 1,207 structures.

GOAL: One Residential Area Historic Survey

INCOME VERIFICATION METHOD: Not Applicable

CDBG BUDGET:

<u>Sources</u>	<u>CDBG</u>	<u>CLGA</u>	<u>Total</u>
Phase III	\$3,113	\$18,750	\$21,863
Other	0	0	0
Grand Totals	<u>\$3113</u>	<u>\$18,750</u>	<u>\$21,863</u>

Formula Reimbursement:

Quarterly Reimbursement based on the following Performance Indicators:

1. Completion of Research Design, Background Research and Survey. Thirty percent of contract amount
2. Inventory and Database completion. Thirty percent of contract amount.
3. Submission of draft survey. Thirty percent of contract amount.
4. Acceptance of survey by the Duluth HPC. Ten percent of contract amount.

Final Outcome Measurement:

Completed Historic Resources Survey of the East End Residential Area-Phase III.