

FINANCE COMMITTEE

12-0399R

RESOLUTION AUTHORIZING ACCEPTANCE OF A CROSS COUNTRY SKI TRAIL ASSISTANCE PROGRAM GRANT AGREEMENT FOR FY2012-2014 WITH THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES IN AN AMOUNT NOT TO EXCEED \$6,852.83.

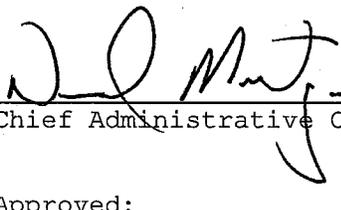
CITY PROPOSAL:

RESOLVED, that the proper city officers are hereby authorized to accept a Minnesota cross country trail assistance program grant, a copy of which is on file in the office of the city clerk as Public Document No. 11-1010-07, with the Minnesota department of natural resources for the maintenance of the Duluth cross country trails for the 2012-2014 season in the amount of \$6,852.83; said funds to be deposited in the General Fund-110, Public Administration-121, Maintenance Operations/Buildings and Grounds-1217-2150, Ski Trail Reimbursement-4225.

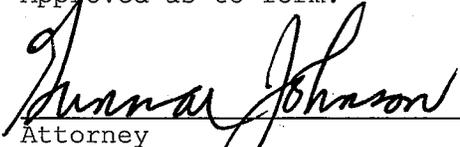
Approved:


Department Director

Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

FINANCE WP:rb 08/01/2012

STATEMENT OF PURPOSE: This resolution authorizes acceptance of a Mn/DNR grant for maintenance of the city's cross country ski trails in an amount of \$6,852.83 and accepting the grant if offered.

The city has applied for and used the program's funds in past years to assist the city in covering its cross country trail maintenance costs.

**MINNESOTA TRAIL ASSISTANCE PROGRAM
CROSS-COUNTRY SKI FY2013
TRADITIONAL GRANT AGREEMENT**

Local Unit of Government "Sponsor" CITY OF DULUTH	Trail Name DULUTH CITY XC TRAILS	State Cost \$6,852.83	Effective Date See Item I
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THIS AGREEMENT, is made between the STATE OF MINNESOTA, acting through the Commissioner of Natural Resources, hereinafter referred to as the "State", and the sponsoring Local Unit of Government "Sponsor" specified above, and relates to the establishment of proposed trails specified above.

WHEREAS, the local unit of government desires to establish, construct and maintain public trails; and

WHEREAS, the Minnesota Trails Assistance Program provides grants to local units of government for the construction and maintenance of recreational trails pursuant to Minnesota Statutes, Chapter 85.44 and 84.026; and

WHEREAS, the local unit of government has applied to the State for a grant for said trails and has submitted the Minnesota Trails Assistance Program's application form, maps, and resolution of the local unit of government authorizing the proposed trails as outlined in said documents; and said application form, resolution, map or new trail project proposal are attached hereto as Exhibit "A".

NOW THEREFORE, it is agreed between the parties as follows:

A. TRAIL OBLIGATION OF THE LOCAL UNIT OF GOVERNMENT. The local unit of government agrees to construct, operate, and maintain the proposed trails in accordance with the current **Minnesota Cross Country Ski Trails Assistance Program Instruction Manual**, hereinafter referred to as the "Manual", and with the application or new trail project proposal form, as accepted or amended by the State.

The local unit of government shall:

1. Proceed to acquire necessary interests in lands on the Trail. The Sponsor must acquire land in fee, easement, lease, permit, or other authorization for said Trail. The term of said interest shall be no less than four (4) months between November 15 of any year and April 1 of the succeeding year. For each parcel of land crossed by the Trail, the Sponsor shall obtain from the owner of said parcel a permit, lease, easement, deed, or other authorization for said crossing in accordance with Minnesota Statutes Chapter 604A. The Sponsor shall certify that the necessary interests in the land have been obtained and are on file with the Sponsor or the sponsor's agent.
2. Construct the trails and provide adequate maintenance which shall include keeping the trails reasonably safe for public use; provide sanitation and sanitary facilities when needed; and provide other maintenance as may be required. The local unit of government and not the State is responsible for maintaining signs and grooming all trails. If the local unit of government fails to expedite establishment and construction of trails or fails to provide for adequate maintenance, the State may withhold future payments to the local unit of government and/or terminate this agreement.

- B. TECHNICAL ASSISTANCE.** The State shall give technical assistance to the local unit of government in establishing trails upon request.
- C. FUNDING.** The state's sole responsibility under this Agreement is to provide funds to the local unit of government. In the event that state funds become unavailable because of legislative or executive action or restraints the grant amount may be reduced or canceled by the State.
- D. REIMBURSEMENT.** The state agrees to reimburse the local unit of government 65 percent of the cost of trail acquisition, development, and maintenance, except grooming and liability insurance which shall be reimbursed at the rate of 90 percent for all eligible costs. All costs shall be in accordance with the allowable charges and costs listed in the Manual. This grant shall not exceed the State Cost as specified above.
- E. PAYMENT.** The local unit of government must submit a request for reimbursement and attach worksheets furnished by the State for all costs incurred in acquiring, developing, maintaining and grooming the trail, all in accordance with the Manual. Additionally, the local unit of government must submit original receipts of actual purchases exceeding \$100.00. Further, the first request for reimbursement for costs incurred by grooming must be made by January 31, and the last day of every month thereafter while costs are incurred during the grooming season.
1. **First Payment:** Upon receipt of the request for reimbursement evidencing acceptable trail costs of \$500.00 or more for acquisition, development, or maintenance, the State agrees to reimburse the local unit of government for approved costs in accordance with the Manual. The State shall not be required to pay for any services provided by the local unit of government which the State determines to be unsatisfactory as determined by the State's authorized representative.
 2. **Subsequent Payments:** Each thirty (30) successive days after the first payment, the local unit of government may submit invoices evidencing trail costs. Payments shall be made to the extent of authorized reimbursement, or until this agreement is terminated.
 3. **Trail Segments:** It is understood that if the trail system is developed in segments, the local unit of government may submit requests for reimbursement as soon as continuous and workable segments are completed.
- F. STATE AUDITS.** Under Minnesota Statutes § 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 State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract. Records shall be sufficient, as defined in the Manual to reflect significant costs incurred and volunteer donation of time, equipment, and/or materials in performance of this grant.
- G. WORKERS COMPENSATION.** The Grantee certifies that it is in compliance with Minnesota Statutes § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State 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 State's obligation or responsibility.
- H. LIABILITY.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act,

Minnesota Statutes § 3.736 and other applicable law. The Sponsor's liability shall be governed by the provisions of Minnesota political Subdivisions Tort Liability, Minnesota Statutes § 466.02 and other applicable law.

I. TERM.

- I.1 **Effective date: July 15, 2012**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.
- I.2 **Expiration date: June 30, 2014**, or until all obligations have been satisfactorily fulfilled, whichever is sooner. This expiration date includes the certification period as authorized in Minn. Stat. 16A.28, subd. 6.

J. TERMINATION. This Agreement may be terminated by the State in the event of a default by the Sponsor, the legislature appropriates insufficient monies for the program, or the abandonment of the Trail. It may also be terminated upon mutual agreement by the State and the Sponsor, upon 30 days' written notice to each entity.

**K. PUBLICITY AND ENDORSEMENT **

Publicity. Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor individually or jointly with others, with respect to the program, publications, or services provided resulting from this grant agreement.

Endorsement. The sponsor must not claim that the State endorses its products or services.

L. ASSIGNMENT OR MODIFICATION. The Sponsor may not assign any of its rights or obligations under this Agreement without the prior written consent of the State. No change or modification of the terms or provisions of this Agreement shall be binding unless such change or modification is in writing and signed by all parties on this Agreement.

M. DATA DISCLOSURE. Under Minnesota Statutes § 270.65, 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 State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

N. 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.

O. AUTHORIZED REPRESENTATIVE. The State's Authorized Representative is the Trail Area Supervisor from the Parks and Trails Division of the Department of Natural Resources for the area where the trail is located, or his/her successor, and has the responsibility to monitor the Sponsors performance and the authority to accept the services provided under this grant contract. If the services

are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment. A list of the Trail Area Supervisors can be found on the program webpage (http://files.dnr.state.mn.us/assistance/grants/recreation/xc_ski/taw_sites.pdf).

The Sponsor's Authorized Representative is the contact person and individual who provide the authorized signature for the Sponsor, which can be found on the program application (incorporated here into this agreement by reference). If the Sponsor's Authorized Representative changes at any time during this grant contract, the Sponsor must immediately notify the State.

The authorized representative of the sponsor is prohibited from being an officer or bookkeeper/accountant of the club or organization receiving this grant on behalf of the State.

P. INVASIVE SPECIES PREVENTION. Grantees and subcontractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found at http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LOCAL UNIT OF GOVERNMENT SPONSOR

Local Unit of Government (Sponsor)		
Authorized Signature	Title	Date
Authorized Signature	Title	Date

DEPARTMENT OF NATURAL RESOURCES

Individual certifies that funds have been encumbered as required by M.S. § 16A.15 and 16C.05. <i>PATRICK DOLOSEK</i>	State Encumbrance Verification SWIFT PO #: 300-23770	Date 07-24-12
Signature (Recommend for Approval)	Parks and Trails Regional Manager	Date
Authorized Signature	Parks and Trails Division Director	Date