

PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE

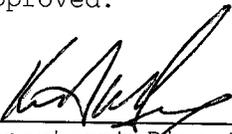
13-0513R

RESOLUTION AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF  
A \$4,900 GRANT FROM THE MINNESOTA HISTORICAL SOCIETY  
THROUGH ITS ARTS AND CULTURAL HERITAGE FUND FOR THE I-35  
DULUTH AREA CONSTRUCTION ORAL HISTORY PROJECT.

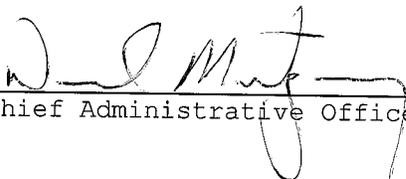
CITY PROPOSAL:

RESOLVED, that the proper city officials are authorized to apply for and accept a grant from the Minnesota Historical Society (MHS) in the amount of \$4,900.00 and to execute grant contract, substantially the same as that on file in the office of the city clerk as Public Document No. \_\_\_\_\_, for the purpose of Duluth's I-35 Area Construction Oral History Project and agreeing to provide the city's in-kind contribution of \$200 in the form of city staff services, funds to be deposited in Fund 265 (community development and housing administration), Agency 020 (planning), Object 5441 (other services and charges).

Approved:

  
\_\_\_\_\_  
Department Director

Approved for presentation to council:

  
\_\_\_\_\_  
Chief Administrative Officer

Approved as to form:

  
\_\_\_\_\_  
Attorney

Approved:

  
\_\_\_\_\_  
Auditor

CD KH:bea 10/04/2013

STATEMENT OF PURPOSE: This resolution authorizes the application and acceptance by the proper city officials of a grant from the Minnesota Historical Society (MHS) for the purpose of Duluth's I-35 Area Construction Oral History Project (Project) and agreeing to provide the city's in-kind contribution of \$200 in the form of city staff services. The Project will record the memories and stories of those involved in the Interstate 35 construction project through Duluth, Minnesota which began in the 1960s and was not entirely completed until

1992. Citizen and local government involvement led to groundbreaking discussions with the Minnesota and Federal Departments of Transportation and a major redesign of the project that enabled joint uses of the land and preserved and encouraged a "rediscovery" of Duluth's Downtown Waterfront District and other historic or recreational resources. This led to the now-vibrant Canal Park and Lakewalk areas, major tourism and quality of life assets in Duluth that have won awards for their sensitive and innovative designs.

MINNESOTA HISTORICAL SOCIETY

GRANTS OFFICE  
345 KELLOGG BOULEVARD WEST  
SAINT PAUL, MINNESOTA 55102

GRANT ACCEPTANCE FORM

City of Duluth (hereafter called the Grantee) hereby signifies its acceptance of a state grant in the amount of \$4900 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 Grants Program. The grant is limited to the following project: **I-35 Duluth Area Construction Oral History Project** (MHS Grant Number: **1307-00736**) as described in the Grantee's grant application. Grantee may provide matching funds in the amount of \$200 as specified in the application.

All grant activities must occur between the project start date and completion date. The start date will commence with written authorization of the Society's Grants Office. This grant will conclude **9/1/2014**. 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 Guidelines for History/Architecture Projects in Minnesota (October 2010), 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 Conservation Corps, or an organization carrying out similar work.

## 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: **Oral history interviews and transcriptions: audio/video and typed transcripts.**

## 3. COST PRINCIPLES AND LIMITATIONS

- a. Only the items set forth in the Approved Project Budget (see attached budget page) 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. No grant funds may be used to pay indirect costs, commonly referred to as overhead.

## 4. PROCEDURES FOR CONTRACTING SERVICES AND MATERIALS

- a. Services and materials that cost \$20,000 or more must be contracted by using a formal bidding process. All services to be performed by such professionals as architects, consultants, engineers, historical researchers, etc., must be offered to a minimum of three bidders. Evidence of the offering along with copies of the bids received must be included in the Grantee's financial records for the project.

- b. Services and materials that cost less than \$20,000 may be bid or purchased on the open market. For purchases between \$500 and \$5,000, the grantee must maintain financial records that verify the cost was based on at least three verbal quotes. For purchases greater than \$5,000 and less than \$20,000, the grantee must maintain financial records that verify the cost was based on competitive quotes based on written specifications.

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 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 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.*

7. HOLD HARMLESS

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.

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 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 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 2013 Minnesota Laws, Chapter 137, Article 4, Section 2, Subdivision 5, 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 projects meet applicable standards.

**MINNESOTA HISTORICAL SOCIETY**  
**Historic Preservation Department**  
**Minnesota Historical and Cultural Heritage Grants**

Approved Project Budget

**Grantee:** City of Duluth  
**MHS Grant #:** 1307-00736  
**Project:** I-35 Duluth Area Construction Oral History Project

| BUDGET ITEM(S)                   | GRANT  | GRANTEE MATCH |         | TOTAL  |
|----------------------------------|--------|---------------|---------|--------|
|                                  |        | Cash          | In-Kind |        |
| Oral History contractor services | \$4900 |               |         | \$4900 |
| Personnel                        |        |               | \$200   | \$200  |
|                                  |        |               |         |        |
|                                  |        |               |         |        |
|                                  |        |               |         |        |
|                                  |        |               |         |        |
| <b>TOTAL</b>                     | \$4900 |               | \$200   | \$5100 |

**Certification:** We the undersigned on behalf of the Grantee named above understand and accept the terms of the grant.

**Signatures:**

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

9-11-13  
 \_\_\_\_\_  
 Date

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

9-11-13  
 \_\_\_\_\_  
 Date