

RECREATION, LIBRARIES AND AUTHORITIES COMMITTEE

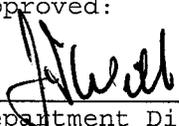
14-0225R

RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM THE MINNESOTA HISTORICAL SOCIETY IN THE AMOUNT OF \$7,000 FOR PURCHASE OF A DIGITAL MICROFILM READER/PRINTER/SCANNER FOR THE DULUTH PUBLIC LIBRARY.

CITY PROPOSAL:

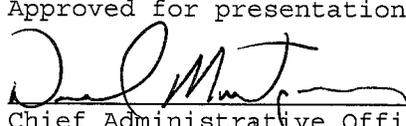
RESOLVED, that the proper city officials are hereby authorized to accept Grant Agreement No. 1312-02460 from the Minnesota Historical Society, substantially the same as that on file in the office of the city clerk as Public Document No. _____, in the amount of \$7,000, said funds to be deposited in Fund 240-300-SG80-4270 (Library, Special Gifts, Library, Miscellaneous) and further authorizes a match to grant in the amount of \$4,688, funds to be paid from Fund 250-015-2012, Project CE250-E1210, (Capital Equipment, Administrative Services, Fiscal Year 2012, Non-Rolling Capital Outlay) for the purpose of purchasing a digital microfilm reader/scanner/printer for the Duluth Public Library.

Approved:



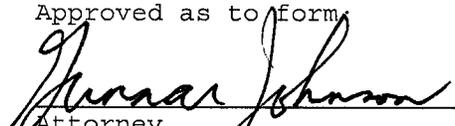
Department Director

Approved for presentation to council:



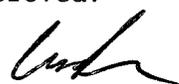
Chief Administrative Officer

Approved as to form:



Attorney

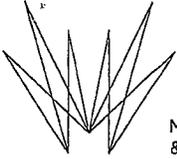
Approved:



Auditor

LIB/ATTY MK:cjh 5/1/2014

STATEMENT OF PURPOSE: This resolution authorizes the acceptance of a grant from the Minnesota Historical Society in the amount of \$7,000 and further authorizes a match to grant in the amount of \$4,688, for the purchase of a digital microfilm reader/printer/scanner for the Duluth Public Library. This equipment provides state of the art technology that will be used for genealogical and historical research. It produces a higher quality output and can scan copies of newspaper articles, obituaries, census information and other documents to email and usb drives. This will provide greater ease of access to information for library patrons.



MINNESOTA HISTORICAL
& CULTURAL GRANTS

copy
for Myra

February 24, 2014

Maureen Maloney
Duluth Public Library
520 W. Superior St.
Duluth, MN 55802

RE: Grant Number: 1312-02460, Digital Microfilm Reader/Printer/Scanner

Dear Ms. Maloney:

Congratulations on receiving a Minnesota Historical & Cultural Heritage Grant through the Minnesota Historical Society. Your project has enduring value and is of interest to your community, elected leaders, and members of the media.

Enclosed please find a copy of the *Grant Acceptance Form*. Both the project director and authorized officer must sign this form **within 30 days** of the date on this letter. Return the form to the Grants Office and retain a copy for your files. After we receive the signed document, **the Grants Office will notify you when the project work may begin**. The Society's Finance Department will mail a check directly to you approximately 30 days after notification.

Project expenditures funded by the grant may only be made during the grant period. Your organization must acknowledge the grant support (Acceptance Form item 6.a, b) for your grant project. Read Section 12 of the Acceptance Form for additional special requirements or conditions. **Note that some conditions may need to be met prior to receiving authorization and payment of grant funds.** Refer to the website (<http://legacy.mnhs.org/grants>) for further information.

Please contact me at 651-259-3459 or melinda.hutchinson@mnhs.org with questions.

Sincerely,

Melinda Hutchinson
Grants & Field Programs Associate
Minnesota Historical Society

Enclosure

copy

MINNESOTA HISTORICAL SOCIETY

GRANTS OFFICE
345 KELLOGG BOULEVARD WEST
SAINT PAUL, MINNESOTA 55102

GRANT ACCEPTANCE FORM

101-1

Duluth Public Library (hereafter called the Grantee) hereby signifies its acceptance of a state grant in the amount of \$7000 from the Arts and Cultural Heritage Fund through the Minnesota Historical Society (hereafter called the Society), in accordance with the guidelines for the Society's Historical and Cultural Heritage Grants Program. The grant is limited to the following project: **Digital Microfilm Reader/Printer/Scanner** (MHS Grant Number: **1312-02460**) as described in the Grantee's grant application. Grantee may provide matching funds in the amount of \$4688 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 **3/1/2015**. 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: **Microfilm reader/printer: photos and documentation showing purchase and installation.**

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.

- a. Grantee must comply with state statute regarding open procurement and keep documentation of the process for hiring and/or for purchases on file in case of audit (Minn. Stat. 16C).

MINNESOTA HISTORICAL SOCIETY
Historic Preservation Department
Minnesota Historical & Cultural Heritage Grants

Approved Project Budget

Grantee: Duluth Public Library
MHS Grant #: 1312-02460
Project: Digital Microfilm Reader/Printer/Scanner

Budget Item(s):

Budget Item	Grant Amt Requested	Grant Amt Recommended	Match: Cash	Match: In-Kind	Total Match
Digital Microfilm Viewer/Scanner	\$7,000	\$7,000	\$2,995		\$2,995
Microsoft Windows upgrade service agreement			\$172		\$172
Microsoft Office software package			\$464		\$464
24" computer monitor			\$154		\$154
Standard Personal Computer			\$903		\$903
Total:	\$7,000	\$7,000	\$4,688	\$0	\$4,688

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

Signatures:

Maureen Meloney
 Project Director

02/26/2014
 Date

 Authorized Officer

 Date