

PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE

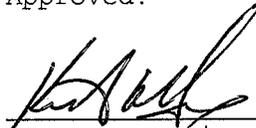
14-0123R

RESOLUTION AUTHORIZING A MINNESOTA HISTORICAL AND CULTURAL GRANT AGREEMENT WITH THE MINNESOTA HISTORICAL SOCIETY TO DEVELOP AN ETHNOGRAPHIC STUDY OF THE AMERICAN INDIAN HERITAGE OF DULUTH IN AN AMOUNT NOT TO EXCEED \$65,534.00.

CITY PROPOSAL:

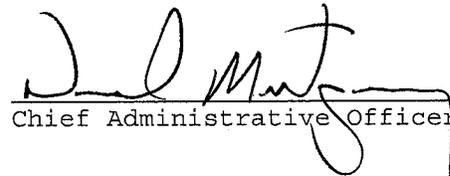
RESOLVED, that the proper city officers are hereby authorized to enter into a Minnesota historical and cultural grant agreement amendment with the Minnesota Historical society, substantially in the form of that on file in the office of the city clerk at Public Document No. _____, accepting a grant in the amount of \$65,534.00 related to An Ethnographic Study of the American Indian Heritage of payable into Special Projects Fund, Finance Department 210-030-3112-4210-02 (Miscellaneous Federal Grants).

Approved:



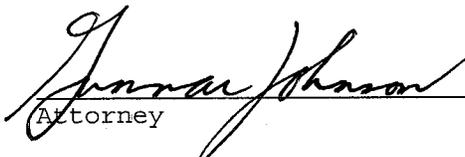
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

PC/PLNG CF:cs 3/10/2014

STATEMENT OF PURPOSE: This resolution with the Minnesota State Historical Society will allow for an ethnographic study of the American Indian heritage in Duluth and build on previous work completed in August 2013. This study will provide research into traditional accounts of the origins of the geography and human presence in the Duluth area, cultural sites in the city related to that heritage, geography of Duluth and its key location at the western end of Lake Superior, seasonal resources, habitation sites, and traditional technologies, the long presence of Dakota and Anisinaabeg at the western end of Lake Superior;

interaction with other tribes at this location, the presence of Europeans in the Duluth region during the era of exploration of diplomacy, exploration, and trade, treaties relating to the lands in the Duluth region including those of 1826, 1842, and 1854, Chief Buffalo's reservation in present-day Duluth under the 1854 treaty, and interactions of European-Americans with Indigenous people in Duluth after the treaties; railroads, lumbering, mining, and the development of the Duluth harbor as a shipping point. The goal of this study is to develop brochures and visitor interpretative placards or other materials. Funds for this study include the Minnesota Historical Society (\$65,534) and in-kind match from the city (\$6,000) for a total of \$71,534.

MINNESOTA HISTORICAL SOCIETY

MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANT AGREEMENT

<u>Account No.</u>	<u>Fiscal Year</u>	<u>Object Code</u>	<u>MHS Grant No.</u>	<u>Amount</u>
02484	2014	5260	1308-01824	\$65,534 grant

This agreement is made by and between the Minnesota Historical SOCIETY, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102, hereinafter called the SOCIETY, acting through its Director, and, City of Duluth, 407 City Hall, Duluth, Minnesota, 55802 herein called the GRANTEE.

WHEREAS, the Minnesota Legislature, under Minnesota Laws 2013 Minnesota Laws, Chapter 137, Article 4, Section 2, Subdivision 5, approved funding to the SOCIETY for Statewide Historic and Cultural Heritage Grants for the purpose of supporting history programs and projects operated or conducted by or through local, county, regional, or other historical or cultural organizations; or for activities to preserve significant historic and cultural resources such as that which is contemplated by GRANTEE, and

WHEREAS, the GRANTEE and its *Ethnographic Study of the American Indian Heritage of Duluth* project meets the eligibility criteria for funding under the grants program; and

WHEREAS, the SOCIETY'S Executive Council approved a grant recommended for funding by the Historical Resources Advisory Committee on December 12, 2013.

NOW THEREFORE, in consideration of the award of the grant, the GRANTEE agrees to administer said grant in accordance with the following policies and procedures:

I. PROJECT DESCRIPTION

- A. The project period for this activity is from January 1, 2014 to April 1, 2015.
- B. The project will be carried out in accordance with the provisions of the *Minnesota Historical and Cultural Heritage Grants Manual*. The project will also be carried out in accordance with the GRANTEE'S Minnesota Historical and Cultural Heritage Grants Program Grant Application. Page 1 of the application is included as Attachment A, and the entire application is hereby incorporated by reference.
- C. The official project budget as approved by the SOCIETY supersedes the GRANTEE'S grant application budget and is included as Attachment B and hereby incorporated by reference.
- D. Only the items set forth in the Approved Project Budget (Attachment B) may be charged against the grant project.
- E. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- F. Changes in the Approved Project Budget may not exceed twenty (20) percent of any line item. Changes occurring after the project begins that exceed twenty (20) percent of any line item will

not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.

- G. Changes in the Project Completion Date will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- H. No grant funds may be used to pay indirect costs, commonly referred to as overhead.

II. ASSURANCES

- A. The GRANTEE understands that this agreement is funded by a grant financed by the State of Minnesota.
- B. The GRANTEE agrees that this project will be administered and conducted in accordance with Minn. Stat. 16B.98 for Grants Management.
- C. The GRANTEE shall hold the SOCIETY and the State of Minnesota 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, proceeding, or litigation of any kind whatsoever, directly or indirectly brought about as a result of the funded project.
- D. 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.

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.

- E. 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.
- F. The GRANTEE assures that no part of the project budget will be used directly or indirectly 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 the Minnesota Legislature, to favor or oppose, by vote or otherwise, any legislation or appropriation by the Legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This shall not prevent communicating to members of the Minnesota Legislature on the request of any member or to the Legislature, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

- G. The GRANTEE agrees to post a sign in a prominent location while project work is in progress substantially incorporating the following acknowledgment:

"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."

- H. The GRANTEE agrees that any publicity releases, informational brochures, public reports, publications, and public information relating to approved projects must acknowledge funding assistance from the State of Minnesota from the Arts and Cultural Heritage Fund. Any written materials shall include the following:

"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."

III. PROCEDURES FOR CONTRACTING SERVICES AND MATERIALS

- A. Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process. In addition, any services to be performed by such professionals as architects, consultants, engineers, historical researchers, etc. that are expected to cost between \$5,000 to \$19,999 must be scoped out in writing and offered to a minimum of three (3) 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. For purchases between \$500 and \$5,000, the GRANTEE must maintain financial records that verify the cost was competitively 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 competitively based on at least three written quotes submitted in response to written specifications.

IV. PAYMENT SCHEDULE

- A. GRANTEE will receive payments from the SOCIETY in accordance with the following for up to eighty percent (80%) of the grant award.

<u>Project Milestone:</u>	<u>Payment:</u>
1. Execute Grant Agreement.	\$19,660 (30%)
2. Submit draft final report.	\$16,384 (25%)
3. Presentation of findings to grants office staff at History Center. Contact grants office to make visit arrangement at least 30 days prior to visit.	\$16,384 (25%)

- B. Retainage. A total of twenty percent (20%) of the grant funds will be released as the final payment after work is complete and fiscal documentation and the project completion report, have been reviewed and accepted by the SOCIETY.

V. FINANCIAL DOCUMENTATION AND FINAL REPORTING

- A. The GRANTEE will submit a completed final report including documentation for project expenditures and project products on or before May 1, 2015. (Work on the project must be concluded by April 1, 2015)
- B. The final report must be completed electronically in the Minnesota Historical Society's Grants Portal (<https://mnhs.fluxx.io>).
 - a. The financial documentation for project costs to be uploaded with the final report shall include acceptable types of documentation such as: (1) copies of invoices/receipts, (2) copies of project personnel timesheets (if applicable), (3) copies of in-kind and/or donated services timesheets (if applicable), and (4) copies of donated materials forms.
 - b. The Final Product to be uploaded with the final report is an electronic copy of final survey report.

VI. 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.

VII. AMENDMENTS AND CANCELLATION

A. Amendments

Any significant variations from proposed work, costs, and/or time frames described in this agreement 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 Grants Office, Minnesota Historical SOCIETY, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102.

The SOCIETY will respond in writing, either approving or not approving the changes, and may amend the agreement if deemed necessary. Variations which are not known until the conclusion of the project may be submitted with the Financial Documentation; however, the GRANTEE understands that costs may be disallowed if changes are not approved. Any amendments to this agreement shall be in writing, and shall be executed by the same parties who executed the original agreement or their successors in office.

B. 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.

I have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project 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
407 City Hall
Duluth, Minnesota 55802

D. Stephen Elliott, Director and State (date)
Historic Preservation Officer

(signature - authorized official)

(print name) (date)

Barbara Mitchell Howard, Director (date)
Historic Preservation Department and Deputy
State Historic Preservation Officer

(title)

Mary Green Toussaint (date)
Acting Contracting Officer

An Ethnographic Study of the American Indian Heritage of Duluth



Status:

Pending Final Review

Minnesota Historical & Cultural Heritage Grant Request

Applicant: City of Duluth

Project Director: Keith Hamre

Authorized Officer: Ben VanTassel

Governance/Board Members:

City Council:

Patrick Boyle, Jay Fosle, Sharla Gardner, Dan Hartman, Jennifer Julsrud, Garry Krause, Linda Krug, Emily Larson, Jim Stauber

Duluth American Indian Commission:

Ricky Defoe, Carol DeVerney, Terry Goodsky, Tina Olson, Babette Sandman, Tobias Shotley, Jaron Smallwood

Applicant Organization Type: Local/Regional Government

Is this a sponsored project?

*** Project Title (Be descriptive and succinct):** An Ethnographic Study of the American Indian Heritage of Duluth

*** Brief Project Summary:**

This project is an ethnographic study of the American Indian heritage of Duluth—including oral history, archival research, and an archaeological survey.

Program: MN Historical and Cultural

Sub Program: History Projects

Initiative: Publications and Research

Program Lead: David Grabitske

Spending (new Fiscal) Year: 2014

Fiscal Year (old): 2014

Grant Cycle: Summer

Grant Type: MN Historical and Cultural

Category: History Projects

Sub-Category: Publications and Research

Internal Reviewer: David Grabitske

Selected Reviewers:

Selected Reviewer Groups: HRAC Reviewers

Attachment B

**MINNESOTA HISTORICAL SOCIETY
Grants Department**

Approved Project Budget

GRANTEE: City of Duluth
MHS GRANT #: 1308-01824
PROJECT: An Ethnographic Study of the American Indian Heritage of Duluth

BUDGET LINE ITEMS

Budget Item	Grant Amt Requested	Grant Award	Match: Cash	Match: In-Kind	Total Match
Project Director/ Ethnographer	\$15,000	\$15,000			\$0
Research Assistant	\$6,000	\$6,000			\$0
Cultural Advisor	\$4,000	\$4,000			\$0
Ojibwe Interpreter				\$6,000	\$6,000
Ojibwe Translator or Assistant Interviewer	\$3,000	\$3,000			\$0
Travel Expense - Airfare to Washington D.C.	\$680	\$680			\$0
Travel Expense - Washington D.C. Lodging	\$2,510	\$2,510			\$0
Travel Expense - Washington D.C. Meal Per diem	\$760	\$760			\$0
Travel Expense - Washington D.C. Local Commuting	\$50	\$50			\$0
Travel Expense - Local Travel	\$2,034	\$2,034			\$0
Travel Expense - Interviews	\$2,000	\$2,000			\$0
Archaeological Survey	\$20,000	\$20,000			\$0
Oral History Interviews Honoraria	\$4,500	\$4,500			\$0
Transcriber/ Transcription	\$3,600	\$3,600			\$0
Community Meeting	\$1,400	\$1,400			\$0
Total:	\$65,534	\$65,534	\$0	\$6,000	\$6,000