



State of Minnesota Grant Contract Agreement Federal SubAward Agreement

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of the Natural Resources, Division of Ecological and Water Resources, and Minnesota's Lake Superior Coastal Program ("State") and City of Duluth, 411 West First Street, Duluth MN 55802 ("Grantee").

Recitals

1. Under Coastal Zone Management Administration Awards, U.S. Department of Commerce, National Oceanic and Atmospheric Administration, CFDA 11.419, NA24NOSX419C0020, the State received a federal award on August 1, 2024, for FY2024 Minnesota CZM 306 Award (Attachment A, attached and incorporated into this grant contract agreement). This is not a Research and Development Award.
2. The State sub-awards \$75,000.00 to the Grantee with Unique Entity Identifier S3MZF8JXGJ3 for the purpose of conducting Minnesota's Lake Superior Coastal Program's FFY24 Task 306-09: Park Point Recreation Area Plan in the manner described in the Minnesota Department of Natural Resources' federal cooperative agreement which is incorporated by reference.
3. Under [Minn.Stat. § 84.026](#), the State is empowered to enter into this grant contract agreement.
4. City of Duluth Resolution 24-##### (Attachment F, attached and incorporated into this grant contract agreement) empowered the Grantee to enter into this grant contract agreement.
5. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. § 16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1. Term of Grant Contract Agreement

- 1.1 **Effective date.** October 1, 2024, Per [Minn. Stat. § 16B.98, Subd. 5](#) the Grantee must not begin work under this grant contract agreement until this agreement is fully executed and the State's Authorized Representative has notified Grantee that work may commence. Per, [Minn.Stat. § 16B.98 Subd. 7](#), the State will not make a payment to the Grantee until this grant contract agreement is fully executed.
- 1.2 **Expiration date.** December 31, 2025, or, in the event this grant contract agreement is continued by way of amendment or new agreement, the date the amendment or new agreement is fully executed, whichever is later. Notwithstanding the foregoing, in the event an amendment or new agreement is not fully executed within 60 calendar days of the stated expiration date, this grant agreement will expire on February 28, 2026.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract agreement: 9 Liability; 10 Audits; 11 Government Data Practices and Intellectual Property; 13 Publicity and Endorsement; 14 Governing Law, Jurisdiction, and Venue; 16 Data Disclosure; 19 Monitoring; and 24 Additional Program Requirements.
- 1.4 **Incur Expenses.** Notwithstanding [Minn. Stat. § 16A.41](#), expenditures made on or after October 1, 2024 or the date the State obtains all required signatures are eligible for reimbursement.

2. Grantee's Duties

The Grantee, who is not a state employee, will:

- a) Comply with required grants management policies and procedures set forth through [Minn.Stat. § 16B.97](#), Subd.4(a)(1).
- b) Perform the duties specified in the Project Description and Budget (Attachment B, attached and incorporated into this grant contract agreement).
- c) Complete the project within the time frame specified and in accordance with the approved budget in the grant contract agreement. Any material change in the grant contract agreement will require an amendment by the State (see Section 8.2).
- d) Be responsible for the administration, supervision, management, record keeping, and project oversight required for the work performed under this agreement.
- e) Maintain a written conflict of interest policy (Attachment C, attached and incorporated into this grant contract agreement). Throughout the term of this agreement, the Grantee must monitor and disclose any actual or potential conflicts of interest to the State's Authorized Representative.
- f) Ensure that all work be conducted in accordance with appropriate Federal, Tribal, state, and local laws and will follow recognized best practices for minimizing impacts to the human and natural environment.

3. Time

The Grantee must comply with all the time requirements described in this grant contract agreement.

4. Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this grant contract agreement as follows:

- (A) **Compensation.** The Grantee will be paid \$75,000.00 according to the breakdown of costs contained in Attachment B.
- (B) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$0.00. The State will reimburse the Grantee for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "[Commissioner's Plan](#)" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The State will not reimburse for travel and subsistence expenses incurred outside Minnesota unless the Grantee has received the State's prior written approval for out of state travel.
- (C) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed **\$75,000.00**.
- (D) **Indirect Cost Rate.** The federal indirect cost rate for the State's federal award is 21.20%. The Grantee's indirect cost rate is 0% for this sub-award agreement. The State will accept the indirect cost rate negotiated with a federal agency, provided the agency approved the rate on or before the award end date.
- (E) **Matching Requirements.** The total project cost is \$150,000.00. Grantee will provide at least \$75,000.00 or 50% of project-related costs from non-federal sources.
- (F) **Budget Changes.** The Grantee is required to report deviations from the approved award budget. The Grantee may not create new budget categories without written approval. The Grantee must request approval for a budget change when the cumulative amount transfers exceed or is expected to exceed 10 percent of the total budget as last approved by the State.

4.2 **Payment.** The State will disburse funds to the Grantee pursuant to this agreement on a reimbursement basis. The Grantee must use the State's Financial Reporting Form, which documents

grant expenses and non-federal contributions (match). The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services performed and the State's Authorized Representative accepts the invoiced services. The State will accept reimbursement requests quarterly, a current progress report must be on file (see Section 18.1).

(A) **Federal funds.** The State will make payments under this grant contract agreement from federal funds obtained by the State through “FY2024 Minnesota CZM 306 Award”, CFDA number 11.419 of the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration, U.S. Department of Commerce. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee’s failure to comply with federal requirements.

5. Subcontractors, Contracting, and Bidding Requirements

The Grantee agrees that if it subcontracts any portion of this project to another entity, the agreement with the subcontractor will contain all provisions of the agreement with the State. The Grantee also agrees to comply with [Title 2 Code of Federal Regulations \(CFR\) 200.318](#) through 2 CFR 200.326.

5.1 **Uniform Municipal Contracting Law.** Per [Minn.Stat. § 471.345](#), Grantees that are municipalities as defined in Subd. 1 must follow the law.

5.1.1 Any services and/or materials that are expected to cost less than \$10,000 (\$2,000 for acquisitions of construction that are subject to the [Davis-Bacon Act](#) and \$2,500 for the acquisition of services subject to the [Service Contract Act](#)) do not require the solicitation of competitive quotations in accordance with [2 CFR 200.320\(b\)](#). The Grantee must make an effort to equitably distribute these purchases.

5.1.2 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn.Stat. § 177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

5.2 The Grantee must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible as outlined in [2 CFR 200.321](#).

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)

5.3 The Grantee must not contract with [vendors who are suspended or debarred in MN](#).

5.4 The Grantee may not issue a subaward or contract to any Federal employee, department, or agency, without advance permission from the State’s Authorized Representative.

5.5 **Domestic Sourcing Preferences.** Per 2 CFR 200.322, Grantees should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States in every contract, purchase order, or sub-award.

5.6 **Prohibition on certain telecommunications and video surveillance service or equipment.** Per Public Law 115-232, section 889; 2 CFR 200.216, Grantees are prohibited from obligating or expending grant funds on telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

6. Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State’s satisfaction, as determined at the sole discretion of the State’s Authorized Representative and in accordance

with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. The State will withhold ten percent of the grant amount pending receipt of final report, products, and match documentation.

7. Authorized Representative

The State's Authorized Representative is Amber Westerbur, Coastal Program Manager, 1568 Highway 2, Two Harbors, MN 55616, 218-834-1445, amber.westerbur@state.mn.us, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative or her designee will certify acceptance on each reimbursement submitted for payment.

The Grantee Authorized Representative is Jim Filby Williams, Director, 411 West 1st Street, Duluth, MN 55802, 218-730-5319, jfwilliams@duluthmn.gov. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

8. Assignment, Amendments, Waiver, and Grant Contract Agreement Complete

- 8.1 **Assignment.** The Grantee cannot assign or transfer any rights or obligations under this grant contract agreement without the prior consent of the State approved by the same parties who executed and approved this grant contract agreement, or their successors in office.
- 8.2 **Amendments.** Any amendment to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract agreement, or their successors in office.
- 8.3 **Waiver.** If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or its right to enforce it.
- 8.4 **Grant Contract Agreement Complete.** This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract agreement, whether written or oral, may be used to bind either party.

9. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

10. Audits (State and Single)

Under [Minn.Stat. § 16B.98](#), Subd.8, and Code of Federal Regulations [2 CFR 200.331](#), the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the Commissioner of Administration, by the State granting agency, and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement.

All Grantees that expend \$750,000 or more of Federal awards in a fiscal year must have a single audit according to the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Awards Requirements for Federal Awards. This is \$750,000 total Federal awards received from all sources. If an audit is completed, forward a copy of the report to both the State's Authorized Representative and the State Auditor.

11. Government Data Practices and Intellectual Property

- 11.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn.Stat. § 13](#), as it applies to all data provided by the State under this grant contract agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn.Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request must comply with applicable law.

11.2 **Intellectual Property.**

11.2.1 **Intellectual Property Rights.** The Grantee owns all rights, title, and interest in the works created under this grant contract agreement, including copyrights, patents, trade secrets, trademarks and service marks. Works means all inventions, improvements or discoveries (whether or not patentable), geospatial data, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks and videos, conceived, reduced to practices, created or originated by the Grantee, its employees, and subcontractors, either individually or jointly with others, in the performance of the grant contract agreement. The federal awarding agency (U.S. Department of Commerce) may receive royalty-free, non-exclusive and an irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as noted in [2 CFR 200.315](#).

11.2.2. **Obligations.**

(A) **Notification.** Whenever any invention, improvement, or discovery (whether patentable or not) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

(B) **Representation.** The Grantee represents and warrants that the Works do not and will not infringe upon any intellectual property rights of other persons or entities.

Notwithstanding Clause 9, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works infringes upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law. Nothing in this article constitutes or should be construed to constitute a waiver by either the State or the Grantee of the sovereign immunity of each party from certain suits or remedies relating to infringement claims. The Grantee may assert the immunities of the State in

connection with the Grantee's defense of any infringement claim brought against the State. The State must reasonably cooperate with the Grantee in connection with the Grantee's defense of any claim or suit, and the State will discontinue use of any allegedly infringing works at Grantee's reasonable request.

- (C) **License to State.** The Grantee gives to the State a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform, and otherwise use the works for any and all purposes, in all forms and manners that the State, in its sole discretion, deems appropriate. The Grantee must, upon the request of the State, execute all papers and perform all other acts necessary, to document and secure the State's right and license to the works. At the request of the State, the Grantee will permit the State to inspect the original works.

12. Workers' Compensation

The Grantee certifies that it is in compliance with [Minn.Stat. § 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.

13. Publicity and Endorsement

Every publication of material supported in whole or in part by this award or any subawards must acknowledge the financial assistance of both the State and the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce.

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

- (A) **Acknowledgement.** The cover of the title page (or other prominent location) of all reports, studies, or other documents published or distributed electronically or hard copy, and acknowledgement pages on websites/webpages, videos, and other media, that are developed with or otherwise produced under this grant contract agreement, except scientific article or papers appearing in scientific, technical, or professional journals, must contain the following:

[Grantee name] [e.g., prepared, completed] this [e.g., report/video/workshop/brochure/etc.] using Federal funds under award NA24NOSX419C0020 from the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce provided to the Minnesota Department of Natural Resources (DNR) for Minnesota's Lake Superior Coastal Program.

- (B) **Professional Publications.** Publications of methods and results derived from this project in theses, academic or professional journals or presentations at symposia or scholarly meetings is hereby authorized, provided they contain the required acknowledgment of funding support from

both the State and the Office for Coastal Management, NOAA and necessary steps have been taken to protect copyright and other intellectual property rights resulting from the project:

This [study/etc.] was funded in part by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration under Award NA24NOSX419C0020 provided to the Minnesota Department of Natural Resources for Minnesota's Lake Superior Coastal Program.

- 13.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services and the Grantee must adhere to the terms of [2 CFR 200.315](#).

(Include if applicable) *The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of NOAA, the U.S. Department of Commerce, or the Minnesota DNR.*

14. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination

15.1 **Termination by the State.**

- a) *Without Cause.* The State may terminate this grant contract agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- b) *With Cause.* The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

- 15.2 **Termination by The Commissioner of Administration.** The Commissioner of Administration may immediately and unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

- 15.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract agreement if:

- a) Funding for Grant No. NA24NOSX419C0020 is withdrawn by the U.S. Department of Commerce; or
- b) Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

16. Data Disclosure

Under [Minn.Stat. § 270C.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.

17. American Disabilities Act/Electronic Accessibility

- 17.1 The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design, or any updated version of these requirements in effect at the time of this grant, and all applicable regulations and guidelines.
- 17.2 The Grantee must provide materials and products (i.e., documents, report, and website) in an accessible electronic format per [Minnesota Statute 16E.03](#) State Information and Communications System, Subd. 9. Subdivision 9 incorporates federal requirements under [Section 508 of the Rehabilitation Act of 1973](#) (Revised) and the [Web Content Accessibility Guidelines 2.1, level AA](#). For guidance on producing accessible electronic documents, see the [Minnesota IT Services accessibility website](#).

18. Reporting Requirements

The Grantee must submit all reports electronically to mlscp.dnr@state.mn.us.

- 18.1 **Progress Reports.** Grantee must submit progress reports quarterly, in a form and manner prescribed by the State. Progress reports are due: April 15 (for January 1 – March 31), July 15 (for January 1 - June 30), October 15 (for July 1 – September 30), and January 15 (for July 1 – December 31).
- 18.2 **Financial Reports.** The Grantee must submit Financial Reporting Forms summarizing grant expenditures to date in a form and manner prescribed by the State (see Section 4.2). The state will accept a digital signature.
 - a) If this grant goes beyond or ends on the state fiscal year end date of June 30, the Grantee must submit all expenditures incurred through June 30 by July 31 of that calendar year.
 - b) The Grantee must submit expenditures incurred on or after July 1 on a new and separate Financial Report Form.
 - c) The State will reimburse approved expenditures based on expenditures reported. The State will reimburse for expenditures deemed allowable, allocable, and reasonable within 30 days of receipt of a complete request. The State reserves the right to withhold payment for any reimbursement request deemed to be in question of being allowable, allocable, and reasonable, or for which adequate supporting documentation does not exist.
 - d) The Grantee must maintain financial documentation to support expenditures incurred under this award and provide said documentation to the State upon request.
 - e) The State must receive Financial Reporting Forms within thirty days of expiration (see Section 1). Financial Reporting Forms received after that date will not be eligible for reimbursement.
- 18.3 **Final Report.** The Grantee must submit a Final Report, which summarizes activities conducted during the entire award, and Products, as identified in Attachment B, within thirty days of expiration (see Section 1).

19. Monitoring

The State will be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract agreement, including a final inspection upon program completion. The State will conduct at least one monitoring visit per grant period on all state grants of over \$50,000. The State will conduct a financial reconciliation of Grantee's expenditures at least once on grants over \$50,000 before making the final payment.

Following closure of the project, the State's authorized representatives will be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained and that no conversion of use has occurred.

20. 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. This applies to all activities performed on all lands under this grant contract agreement and is not limited to lands under DNR control or public waters; see [Invasive Species Prevention and Site Planning and Management](#) (p. 3-6).

21. Pollinator Best Management Practices

Habitat restorations and enhancements conducted on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minn.Stat. § 84.973](#). [Best practices and guidelines](#) ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season.

22. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- 22.1 The prospective lower tier participant certifies, by submission of this agreement, 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.
- 22.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this agreement.

23. Whistleblower Protection Rights

- a) This award and employees working on this grant contract agreement will be subject to the whistleblower rights and remedies in the pilot program on employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239)
- b) Grantees, their subgrantees, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
- c) The Grantee shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified threshold.

24. Additional Program Requirements

The Grantee must comply with the following as well as the terms and conditions for closeout of the sub-award.

- 24.1 The Grantee must attend a grant administration workshop or receive grant administration instruction.

- 24.2 The Grantee is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers.
- 24.3 **System for Award Management.** Unless exempted by 2 CFR 25.110, the Grantee must maintain current information in the System for Award Management until submission of the final financial report or receipt of the final payment, whichever is later. The Grantee must review and update the information at least annually.
- 24.4 **Federal Funding Accountability and Transparency Act.** The State will comply with the Federal Funding Accountability and Transparency Act (FFATA). The State will provide the information in Attachment D (attached and incorporated into this grant contract agreement) to the FFATA Subaward Reporting System.
- 24.5 **Non-Discrimination Requirements.** No person in the United States may, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:
- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.
 - b) Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities.
 - c) Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
 - d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
 - e) The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance; and
 - f) Any other applicable non-discrimination law(s).
- 24.6 **Lobbying.** Any Grantee that receives more than \$100,000 in Federal funding and conducts lobbying with non-federal funds related to a covered Federal action must notify the State's Authorized Representative.
- 24.7 **Sexual Assault and Sexual harassment Prevention and Response.** Grantees must maintain clear and unambiguous standards of behavior to ensure harassment free workplaces for all personnel, including students. This includes all grant related activities and during conferences and workshops. Grantees should have accessible and evident means for reporting violations and timely investigations of allegations and corrective actions. Grantees must report to the State if any key personnel on the award are placed on administrative leave relating to a harassment finding or investigation.
- 24.8 **Scientific Integrity.**
- a) **Maintaining Integrity.** The Grantee shall maintain the scientific integrity of research performed pursuant to this grant including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients and contractors.
 - b) **Peer Review.** The peer review of the results of scientific activities under this award shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific

integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

- c) In performing or presenting the results of scientific activities under this award and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the Grantee and all subrecipients shall comply with the provisions herein and [NOAA Administrative Order 202-735D](#), Scientific Integrity, and its Procedural Handbook, including any amendments thereto.
- d) *Primary Responsibility.* The Grantee shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed, the Grantee shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
- e) By executing this grant, the Grantee provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

24.9 ***Environmental Data.***

- a) *Data Sharing.* The Grantee must make environmental data collected or created under this Grant Contract Agreement publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. The Grantee must make data available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to [NOAA Information Quality Guidelines](#), data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. NOAA will consider data without QC "experimental products" and the Grantee must disseminate said data accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.
- b) *Timelines.* Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
- c) *Disclaimer.* Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
- d) *Failure to Share Data.* Failing or delaying to make environmental data accessible in accordance with the Data Management Plan (Attachment E, attached and incorporated in this grant contract agreement), unless authorized, may lead to enforcement actions, and will be considered when making future award decisions. Grantees are responsible for ensuring these conditions are also met by subrecipients and subcontractors.

- e) *Acknowledgement.* Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the [Open Funder Registry](#) mechanism if supported by the Publisher.
 - f) *Submission.* The final pre-publication manuscripts of scholarly publications produced shall be submitted to the [NOAA Institutional Repository](#) after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
 - g) *Citation.* Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.
- 24.10 ***Unoccupied Aircraft Systems.*** If this project involves Unoccupied Aircraft Systems (UAS or drone technology), the Grantee is responsible for coordinating with the State regarding any applicable policies and standards. The Grantee must comply with applicable federal/state/local laws for Unoccupied Aircraft Systems and must have appropriate permits in hand prior to conducting drone operations.
- 24.11 ***Geospatial Data.*** Geospatial data and information must include compliant metadata: [Minnesota Geographic Metadata Guidelines](#) or the North American Profile of the ISO ([International Organization for Standardization](#)) 19115. The metadata must include the endorsements for both publications (Section 13.1) and environmental data described in Section 24.9 (c and e); [Metadata Resources](#).

Attachments:

- X A. Award Notice
- X B. Project Description and Budget
- X C. Conflict of Interest Disclosure
- X D. Federal Funding Accountability and Transparency Act Form
- X E. Data Management Plan
- F. City of Duluth Resolution 24-#####

Signatures on next page.

Signatures:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Date: _____

City Administrator, David W. Montgomery, per delegated authority

Attest: _____

Date: _____

Ian B. Johnson, City Clerk

Countersigned: _____

Date: _____

Josh Bailey, City Auditor

Approved as to form: _____

Date: _____

Jessica Fralich, City Attorney

Distribution:

Agency

Grantee

State's Authorized Representative

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Attachment A: Federal Award Letter

Minnesota Department of Natural Resources, Minnesota’s Lake Superior Coastal Program



Department of Commerce
National Oceanic and Atmospheric Administration (NOAA)
NOS Office for Coastal Management (OCM)

Notice of Award (NoA)
NA24NOSX419C0020-T1-01

RECIPIENT INFORMATION	FEDERAL AWARD INFORMATION
<p>1. Recipient Name MINNESOTA DEPARTMENT OF NATURA 500 LAFAYETTE RD N SAINT PAUL, MN 55155</p> <p>2. Congressional District of Recipient 04</p> <p>3. Employer Identification Number (EIN) 416007162</p> <p>4. UEI VBRKNZ9E3Q11</p> <p>5. Recipient Point of Contact Amber Westerbur (Contact) amber.westerbur@state.mn.us</p> <p>6. Authorized Official Amber Westerbur amber.westerbur@state.mn.us</p>	<p>10. Award Number / FAIN NA24NOSX419C0020-T1-01 / NA24NOSX419C0020 / Mod 0</p> <p>11. Award Type Cooperative Agreement</p> <p>12. Period of Performance Start Date & End Date 08/01/2024 – 12/31/2025</p> <p>13. Federal Share of Cost \$1,158,000</p> <p>14. Recipient Share of Cost \$1,158,000</p> <p>15. Total Federal and Recipient Cost \$2,316,000</p> <hr/> <p>16. Opportunity Number NOAA-NOS-OCM-2024-26470</p> <p>17. Project Title FY2024 Minnesota CZM 306 Award</p> <p>18. Assistance Listing Number and Name 11.419 Coastal Zone Management Administration Awards</p> <p>19. Award Action Type New Competing</p> <p>20. Multiyear Award? No</p> <p>21. R&D Award? No</p> <p>22. Construction Award? No</p> <p>23. Grants Officer – Signature and Date Jewel Linzey – 08/20/2024</p>
<p>FEDERAL AGENCY CONTACT INFORMATION</p> <p>7. Grant Specialist Kylie Brock kylie.brock@noaa.gov</p> <p>8. Program Officer Rachael FranksTaylor rachael.f.taylor@noaa.gov</p> <p>9. Grant Officer Jewel Linzey jewel.linzey@noaa.gov</p>	

Attachment B: Project Description and Budget

US Department of Commerce, Financial Assistance Award

CFDA No. and Name: 11.419, Coastal Zone Management Administration Awards

Award Number: NA24NOSX4190C0020

Recipient: Minnesota Department of Natural Resources

Title: FY2024 Minnesota CZM 306 Award

Federal Award Period: August 1, 2024 – December 31, 2025

Project Description

Task 306-9: Park Point Recreation Area Plan

Project Number: 24-306-09

Subrecipient: City of Duluth

Timeframe: October 2024 – December 2025

Minnesota Point, in Duluth, is the world's largest freshwater sandbar and divides Lake Superior from the St. Louis River Estuary/Superior Bay. Minnesota Point is popular among locals and visitors alike and has cultural significance to the Indigenous people.

Park Point Recreation Area (PPRA) is an approximately 55-acre park located on Minnesota Point. It is managed by the City of Duluth (Grantee) and provides public access for water sports (e.g., swimming, surfing, kayaking, canoeing, sailing), as well as for ice fishing and skating. PPRA serves as an entry point to the public beach, dunes, and a DNR Scientific and Natural Area (Minnesota Point Pine Forest). Built amenities include a seasonal public beach house, several parking areas, a hiking path, sand volleyball courts, a sports field, picnicking, restrooms, kayak/canoe storage racks, community sailing infrastructure and facilities, and an accessible boat launch. Minnesota Avenue follows the bayside shoreline through the PPRA.

Record high water levels and severe storms are eroding Minnesota Point at an accelerating rate, negatively impacting the PPRA coastline, natural resources, recreation facilities, and public access. The fields frequently flood, making it too wet and unstable for use. The infrastructure and seawall that protects the boat launch and services the sailing program is deteriorating. The city removed a beloved playground after it failed safety inspections due to ground settling. Minnesota Avenue and parking areas along the water's edge are crumbling into the bay.

The city's [Essential Spaces: Duluth Parks, Recreation, Open Space & Trails Plan](#), specifically calls for the development of a plan for Park Point Recreation Area to address aging infrastructure and climate impacts.

In 2023, Ramboll US Consulting, Inc. completed a Shoreline Mitigation Feasibility Study for a significant portion of the PPRA bayside shoreline. The study evaluated and scored various alternatives to reduce shoreline erosion and associated risks to infrastructure. They evaluated mitigation options such as retreating and reconfiguring built infrastructure, establishing living shorelines, incorporating rock revetment, and raising the sports field. The study provided a great amount of information but did not make recommendations or prioritize needed improvements. This PPRA Plan process will pick up where the study left off, identifying preferred long-term mitigation solutions.

The PPRA Plan will be community-driven to guide future investments to best meet the social, cultural, recreational, and environmental needs. In addition to addressing shoreline stabilization, the plan will outline preferred vehicle and pedestrian routes, identify accessibility improvements to and at key facilities, highlight opportunities to enhance water access and recreation amenities, and provide recommendations to ensure the protection, restoration, and long-term resiliency of the cultural and natural resources. The plan will include preliminary design documents with market-based cost estimates to ensure it is realistic and achievable, and to strengthen future requests for implementation. The added step of preliminary design will require a landscape architect and a coastal engineer. The city will seek proposals and hire a professional consulting team to assist with plan development, cost estimating, and community engagement efforts.

Using community surveys, interactive community workshops, and public comment periods, the team will solicit community needs and preferences, gather feedback on conceptual plan options, and solicit input on the final plan prior to adoption. The city may provide an interactive on-line mapping tool. The city will seek input from the Fond du Lac Band of Lake Superior Chippewa. In addition, the team will seek input from targeted user groups, such as the Park Point Community Club, Duluth- Superior Sailing Association, and Parks and Recreation staff.

Facilitating this comprehensive, multi-disciplinary, public planning process will support future natural resource restoration and conservation projects, increase community support of planned shoreline and facility improvements, and establish a clear path towards preserving the natural, cultural, and recreational environment of PPRA for generations to come.

Environmental Data

The city and consultants will collect environmental data for the conceptual and pre-design plan process. This will include public input, as well as observations of the existing physical conditions and natural resources. It may include a topographic survey, wetland delineation, an interactive on-line mapping tool, historical site information, and park use data.

The team will include the data in the PPRA Plan and appendices. The city will post the plan to their webpage by November 2025, after the Parks and Recreation Commission and City Council approve it.

There is a Data Management Plan for this project.

Outdoor Activities

City staff and consultants will visit Park Point Recreation Area for data collection and site survey. In-person community meetings will take place indoors at the beach house or at other, off-site community buildings. There will be no earth disturbance during these site visits.

Address: 4750 Minnesota Ave, Duluth, MN, St. Louis County Coordinates: 46.72895, 92.03685

Site Access: The team will access PPRA using existing infrastructure, including Minnesota Avenue, paved paths, and boardwalks.

Tools and Equipment: For observations, may include cameras and survey measuring tools. If posters or information signs are used, they will be secured to existing infrastructure with zip-ties.

Timeframe: Site visits are anticipated to take place monthly, beginning early 2025.

Invasive Species Mitigation: City staff and consultants will follow the Minnesota DNR's Operational Order 113 to prevent the introduction, establishment, or spread of invasive species, and will direct the public to do the same.

Task Activities

1. Coordinate Plan Process

Solicit, hire, and manage a consultant for the development of a PPRA Plan; assist the consultant with planning, outreach, and hosting community engagement opportunities; manage the development of conceptual plans; deliver final recommendations; coordinate approval of final plan by City Council.

Outcome End Date: November 2025

2. Research

Document and summarize status of existing facilities, park assets, and the extent of shoreline collapse /land subsidence and its impact on natural resources, public access, and recreation facilities; review and incorporate information from the Ramboll study to ensure consistency and proper management of the natural shoreline resources and access to Superior Bay; analyze and incorporate information gathered from public engagement.

Outcome End Date: November 2025

3. Community and Stakeholder Engagement

Assist the consultant with planning, outreach, and hosting of community engagement opportunities (community-wide and targeted stakeholder groups); solicit feedback and input on conceptual plan options; solicit feedback and input on final plan prior to adoption.

Outcome End Date: November 2025

Product

The City of Duluth, with consultants, will develop a Park Point Recreation Area Plan; which includes planning, outreach, and community engagement; development of conceptual plans; final recommendations; and approval of the plan by the City Council.

Task Funding

Grant (Federal)	\$75,000.00
Match (Non-Federal)	\$75,000.00
Total	\$150,000.00

Name	Grant	Match	Total
Personnel		\$15,014	\$15,014
Fringe		\$4,986	\$4,986
Travel			
Equipment			
Supplies			
Subcontract	\$75,000	\$55,000	\$130,000

Name	Grant	Match	Total
Construction			
Other			
Indirect			
Total	\$75,000	\$75,000	\$150,000

Budget Detail

Personnel

In-kind staff costs to manage consulting team, assist with public engagement, review, and provide feedback on draft documents, and coordinate approval of final plan:

- Project Technician: \$31.05/hour, benefits 28.1% of total compensation (260 hours; \$8,073 base salary)
- Senior Parks Planner: \$39.71/hour, benefits 23.4% of total compensation (151.05 hours; \$5,998 base salary)

Benefits include PERA retirement, FICA-SS-employer, FICA-Med-employer, Dental Insurance, Life Insurance, Health care savings plan, Cafeteria plan.

Subcontract

Development of the PPRA Plan will be bid out following State of Minnesota guidelines. Subcontract will support plan development, and preliminary-design documents with market-based cost estimates.

Attachment C: Conflict of Interest Disclosure – Grantee

Minnesota Department of Natural Resources, Minnesota's Lake Superior Coastal Program

The Minnesota Department of Administration's [Office of Grants Management Policy 08-01](#), 'Conflict of Interest Policy for State Grant Making' applies to all pass-through grants, including the Coastal Program.

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions that are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

Policy 08-01 requires that grantees, and their sub-grantees, maintain written Conflict of Interest policies that comply; and monitor and disclose to the state any conflicts for appropriate mitigation.

Actual Conflict of Interest

An actual conflict of interest occurs when a decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict. Examples included but not limited to:

- One party uses his or her position to obtain special advantage, benefit, or access to the other party's time, services, facilities, equipment, supplies, badge, uniform, prestige, or influence.
- One party receives or accepts money (or anything else of value) from another party or has equity or a financial interest in or partial or whole ownership of the other party's organization.
- One party is an employee, board member or family member of the other party.

Potential Conflict of Interest

A potential conflict of interest may exist if one party has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. Examples included but not limited to:

- One party has a relationship, affiliation, or other interest that could create an inappropriate influence if one party is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests. For example, when one party serves in a volunteer capacity for another party, it has the potential to, but does not necessarily create a conflict of interest, depending on the nature of the relationship between the two parties.

A disclosed potential conflict of interest warrants additional discussion in order to identify the nature of the relationship, affiliation, or other interest and take action to mitigate any potential conflicts.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee where actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to a friend, relative, acquaintance or business or organization with which they are involved.

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant or grantee of a state agency. Organizational conflicts of interest occur when:

- A grantee is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties
- A grantee's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties
- A grantee creates an unfair competitive advantage in hiring for professional services or purchasing supplies or equipment by furnishing unauthorized proprietary information or source selection information that is not available to all competitors and create a path to one or a few.

Certification

This section to be completed by Grantee's Authorized Representative:

- I certify that I have read and understand conflict of interest as defined by Policy 08-01.
- I certify that we will maintain an adequate Conflict of Interest Policy, and will monitor and report any conflicts of interest by individual employees or the organization to the State's Authorized Representative.

Grantee Name: City of Duluth

Project Number/Name: 24-306-09 / Park Point Recreation Area Plan

Pass-through Funding Source: *Federal funds under award NA24NOSX419C0020 from the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce provided to the Minnesota Department of Natural Resources (DNR) for Minnesota's Lake Superior Coastal Program.*

Authorized Representative: (please print) _____

Date: _____

Signature: _____

Attachment D: Federal Funding Accountability and Transparency Act Information Minnesota Department of Natural Resources, Minnesota's Lake Superior Coastal Program

Grants not subject to the reporting requirements include:

Please initial if any of the following apply to your organization.

- (1) A federal award to an individual who applies for or receives a federal award as a natural person (i.e., unrelated to any business or non-profit organization he or she may own or operate in his or her name);
- (2) A federal award to an entity that had a gross income, from all sources, of less than \$300,000 in the entity's previous tax year; and
- (3) Any award if the required reporting would disclose classified information.

If any of the above apply, no further information is required.

If none of the above applies, complete the following. This will be the same information that appears in the subrecipient's System for Award Management (SAM) profile, as applicable.

Grantee - Subrecipient

Grantee SAM Number S3MZFK8JXGJ3 *The grantee organization's 12-digit Unique Entity ID.*

Grantee Name City of Duluth *The name of the grantee organization.*

Grantee "Doing Business As" Name N/A *The "doing-business-as" name of the grantee organization.*

Address of Principal Place of Performance (where majority of project will occur)

City Duluth State MN Zip+4 55804-1102 Country USA
Congressional District (if Zip+4 is not provided) MN8

Grantee - Parent SAM Number N/A *The grantee parent organization's 12-digit Unique Entity ID (UEI). This will be the same parent UEI that appears in grantee's SAM profile, as applicable.*

Project Description

CFDA Program Number and Program Title 11.419; Coastal Zone Management Administration Awards

Federal Agency Name Department of Commerce; National Oceanic and Atmospheric Administration

Federal Award Number NA24NOSX419C0020

Task Number and Name 306-09/Park Point Recreation Area Plan

Amount of Sub Award \$75,000.00 **Contract Execution Date** (upon last signature)

Grantee - Project Description

Minnesota Point, in Duluth, is the world's largest freshwater sandbar and divides Lake Superior from the St. Louis River Estuary/Superior Bay. Minnesota Point is popular among locals and visitors alike and has cultural significance to the Indigenous people.

Park Point Recreation Area (PPRA) is an approximately 55-acre park located on Minnesota Point. It is managed by the City of Duluth (sub-recipient) and provides public access for water sports (e.g., swimming, surfing, kayaking, canoeing, sailing), as well as for ice fishing and skating. PPRA serves as an entry point to the public beach, dunes, and a DNR Scientific and Natural Area (Minnesota

Point Pine Forest). Built amenities include a seasonal public beach house, several parking areas, a hiking path, sand volleyball courts, a sports field, picnicking, restrooms, kayak/canoe storage racks, community sailing infrastructure and facilities, and an accessible boat launch. Minnesota Avenue follows the bayside shoreline through the PPRA.

Record high water levels and severe storms are eroding Minnesota Point at an accelerating rate, negatively impacting the PPRA coastline, natural resources, recreation facilities, and public access. The fields frequently flood, making it too wet and unstable for use. The infrastructure and seawall that protects the boat launch and services the sailing program is deteriorating. The city removed a beloved playground after it failed safety inspections due to ground settling. Minnesota Avenue and parking areas along the water's edge are crumbling into the bay.

The city's Essential Spaces: Duluth Parks, Recreation, Open Space & Trails Plan, specifically calls for the development of a plan for Park Point Recreation Area to address aging infrastructure and climate impacts.

In 2023, Ramboll US Consulting, Inc. completed a Shoreline Mitigation Feasibility Study for a significant portion of the PPRA bayside shoreline. The study evaluated and scored various alternatives to reduce shoreline erosion and associated risks to infrastructure. They evaluated mitigation options such as retreating and reconfiguring built infrastructure, establishing living shorelines, incorporating rock revetment, and raising the sports field. The study provided a great amount of information but did not make recommendations or prioritize needed improvements. This PPRA Plan process will pick up where the study left off, identifying preferred long-term mitigation solutions.

The PPRA Plan will be community-driven to guide future investments to best meet the social, cultural, recreational, and environmental needs. In addition to addressing shoreline stabilization, the plan will outline preferred vehicle and pedestrian routes, identify accessibility improvements to and at key facilities, highlight opportunities to enhance water access and recreation amenities, and provide recommendations to ensure the protection, restoration, and long-term resiliency of the cultural and natural resources. The plan will include preliminary design documents with market-based cost estimates to ensure it is realistic and achievable, and to strengthen future requests for implementation. The added step of preliminary design will require a landscape architect and a coastal engineer. The city will seek proposals and hire a professional consulting team to assist with plan development, cost estimating, and community engagement efforts.

Using community surveys, interactive community workshops, and public comment periods, the team will solicit community needs and preferences, gather feedback on conceptual plan options, and solicit input on the final plan prior to adoption. The city may provide an interactive on-line mapping tool. The city will seek input from the Fond du Lac Band of Lake Superior Chippewa. In addition, the team will seek input from targeted user groups, such as the Park Point Community Club, Duluth- Superior Sailing Association, and Parks and Recreation staff.

Facilitating this comprehensive, multi-disciplinary, public planning process will support future natural resource restoration and conservation projects, increase community support of planned shoreline and facility improvements, and establish a clear path towards preserving the natural, cultural, and recreational environment of PPRA for generations to come.

Organization Questions

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive: (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

- Yes If Yes, must answer Q2.
 No If No, grantee not required to provide Q2 data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

- Yes If Yes, confirm on SEC: <http://www.sec.gov/>.
 No If No, fill in the names and total compensation of the top 5 highly compensated officials below.

Names and total compensation of the top 5 highly compensated officials of the grantee organization. This will be the same compensation information that appears in grantee's Central Contractor Registration (CCR) profile, as applicable.

Name _____	Amount _____
Name _____	Amount _____
Name _____	Amount _____
Name _____	Amount _____
Name _____	Amount _____

Sign below to indicate that all information provided in the data response column is correct as it pertains to your grant.

Signature: _____

Date: _____

Attachment E: Data Management Plan

US Department of Commerce, Financial Assistance Award

CFDA No. and Name: 11.419, Coastal Zone Management Administration Awards

Award Number: NA24NOSX4190C0020

Recipient: Minnesota Department of Natural Resources

Title: FY2024 Minnesota CZM 306 Award

Federal Award Period: August 1, 2024 – December 31, 2025

Project Description

Task 306-9: Park Point Recreation Area Plan

Project Number: 24-306-09

Subrecipient: City of Duluth

Timeframe: October 2024 – December 2025

Section 1. General Project Information

1.1 Project Task # / Title: 306-09 / Park Point Recreation Area Plan

1.2 Project Abstract and Purpose: Park Point Recreation Area (PPRA) is a heavily utilized water access point with connections to both Lake Superior and the St. Louis River Estuary. Record high water levels and severe storms are eroding the PPRA, negatively impacting the coastline and natural resources, recreation facilities, and public water access. A plan is needed for the PPRA to guide decision making for improvements to best meet social, cultural, recreational, and environmental needs. The City of Duluth will facilitate a comprehensive, multi-disciplinary public planning process to develop a Park Point Recreation Area Plan to identify preferred solutions to shoreline erosion, improve access to enhanced and inclusive recreational amenities and cultural resources, and ensure the protection, restoration, and long-term resiliency of natural resources within the PPRA.

1.3.1 Data Manager Name: Katie Bennett

1.3.2 Title/Position: Senior Parks Planner

1.3.3 Organization: City of Duluth

1.3.4 Email Address: kbennett@duluthmn.gov

1.3.5 Phone Number: (218) 730-4317

Please provide additional name and email information for the data manager (optional): N/A

Section 2. General Data Information

2.1 What type(s) of data and format(s) will be used within the project?

Photos of existing conditions will be saved as JPEG images. Shoreline and terrestrial maps will be stored as ArcGIS Shapefiles and PDF documents. Public comments and surveys will be saved as PDF documents. Collected data will be used in community presentations and the PPRA Plan, which will be available as PDF documents.

2.2 Will any technical publications or journal articles be published as part of this project? No

2.3 What is the geographic and temporal coverage anticipated within the project?

Park Point Recreation Area; photos of the PPRA will be collected throughout the project, and public surveys and comments will be collected over multiple weeks during the project (fall 2024 – fall 2025).

2.4 What is the anticipated quantity, volume or size of data collected for the project?

The following quantity of data is anticipated:

- Photos: 75 photos
- Survey responses: 150 responses
- Public comments: 50 comments

2.5 What collection and/or generation methods will be used to develop the data?

Photos will be collected using a cellphone and/or camera. Shoreline and terrestrial maps of the PPRA will be compiled from existing publicly available sources, such as St. Louis County aerial imagery (available via St. Louis County Land Explorer), as well as historical imagery and maps available from sources such as Trygg Historical Maps and the University of Minnesota John R. Borchet Map Library. Public comments and surveys will be collected via Laserfiche and/or Umbraco embedded in the City of Duluth website, or another comparable online form/input collection method.

2.6 Will any personally identifiable information, restricted, or other sensitive data be collected? Yes

If YES, please briefly describe the sensitive nature of the data: Collection of public comments and surveys will include optional fields for the respondent’s name and contact information. Any personally identifiable information voluntarily provided by respondents will be restricted data and only available to project staff.

Section 3. Data Quality Assurance/Quality Control Procedures, Documentation, and Metadata Requirements

3.1 What quality control and quality assurance procedures will be used within the project?

Data incorporated into presentations, engagement materials, and the PPRA Plan, which will be reviewed by at least three project staff.

3.2 What data acquisition standards will be used within the project?

The selected consultant will develop an online survey using industry best practices. Public meetings, surveys, and comment periods will be publicized via press releases, social media, the project webpage, and posters. Presentations for Commissions and City Council are subject to the Minnesota Open Meeting Law. Maps used in the PPRA Plan will be developed from existing publicly available sources.

3.3 Which metadata standard(s) will be used to document the data? (check all that apply)

- Digital Object Identifier (DOI) International Organization for Standardization (ISO)
 Federal Geographic Data Committee (FGDC) Other:

Section 4. Data Access, Sharing and Preservation

4.1 Data Availability to the Public

4.1.1 Will there be any restrictions or stipulations on public access to the project data? Yes

If YES, please briefly describe the restrictions or stipulations: Maps and images of the PPRA will be used in community presentations and engagement materials, which will be publicly available without restriction. Maps and public comments/surveys will be compiled and incorporated into the draft and final PPRA Plan, which will be available to the public without restriction in the Plan as a PDF document.

4.1.2 What are the data access protocols, if there are access limitations? (select one)

- No limitation, data will be publicly available and open. All data is restricted, no access available.
- Request to access the data will need to be sent to the project lead.
- Other:

4.1.3 When and how frequently will the data be made available? Community presentations and engagement materials will be made publicly available within two weeks of the respective presentation or meeting. A draft PPRA Plan will be complete and available for public comment and review by fall of 2025, with a final PPRA anticipated to be approved and posted by November 2025.

4.2 Access Limitations, Conditions and Restrictions

4.2.1 How will project data be protected from unauthorized access?

All data are secured behind least privilege access by unique user IDs. Data is encrypted at rest, including at the local device level. Strong passwords are required, with mandatory changes every three months, and lockouts occur at 15 minutes of no activity. Multi-factor authentication is required for any remote access of the data.

4.2.2 Are there management of access permission protocols in place for the project data? Yes
If YES, please briefly describe the permission protocols: Internal controls are in place and only IT staff are able to modify permissions with management approval.

4.2.3 What is the process following any unauthorized access of the project data? There are incident response plans in place that would take effect if unauthorized access to data occurs.

4.3 Protection

4.3.1 How will the project data be protected from accidental or malicious modification or deletion?

All employees are trained on cyber security best practices, internal controls and least privilege protocols are in place, data is encrypted and backed up.

4.3.2 What is the back-up, disaster recovery or contingency planning used to protect the project data? (select one)

- Data is backed up on: local servers, cloud, and/or external hard drives.
- No back-up, disaster recovery or contingency planning is in place.
- Other:

4.4 Are there long-term preservation (archival) requirements for the project data upon completion?

Yes

If YES, please briefly describe the archiving requirements: Final data products will be incorporated into the PPRA Plan. Upon adoption of a final Plan, the approved copy will be preserved on the Duluth Parks & Recreation webpage: <https://duluthmn.gov/parks/parks-planning/parks-planning-library/>