

**SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
ST. LOUIS RIVER CITIZENS ACTION COMMITTEE
AND
CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (“Effective Date”), is entered into by and between the City of Duluth, UEI S3MZFK8JXGJ3, a Minnesota municipal corporation (the “City”), and the St. Louis River Citizens Action Committee, UEI VNJQHCQ1U5L4, a Minnesota 501(c)(3) nonprofit corporation (the “Grantee”). The City and Grantee are hereinafter referred to as a “Party” or collectively as the “Parties.”

WHEREAS, under Great Lakes Restoration Initiative, U.S. Environmental Protection Agency (the “EPA”), CFDA #66.469, Federal Award ID # GL00E03811, the City received a federal award of \$455,000.00 on September 21, 2024, for *St. Louis River Estuary Public Access* (the “GLRI Grant”). The federal award period ends on September 30, 2026. Work under this grant is to provide public access opportunities to the newly restored St. Louis River through new and improved access at sites adjacent to restoration project areas in the St. Louis River Area of Concern.

WHEREAS, this project is not a research and development project.

WHEREAS, under *St. Louis River Estuary Public Access*, the City sub-awards \$50,000.00 to the Grantee, [UEI VNJQHCQ1U5L4], for the purpose of maintaining and promoting St. Louis River Estuary National Water Trail trailheads and providing barrier-free programming to connect communities to the restored River (the “Project”).

WHEREAS, the Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **AWARD.** The City awards the subgrant to Grantee for Grantee’s performance of its obligations under the GLRI Grant in accordance with Federal Award ID # GL00E03811, the original Federal Award is attached and incorporated into this subgrant as **Exhibit B**, including:
 - A. Perform the duties specified in the GLRI Grant Approved Work Plan, which is attached as **Exhibit C** and incorporated into this Agreement.
 - B. Ensure compliance with the most current EPA general terms and conditions as referenced in the Administrative Conditions of Exhibit B.
 - C. Assume responsibility for the administration, supervision, management, record keeping, and program oversight required for all work performed under this Agreement.
 - D. Complete the project in accordance with the approved budget to the extent practicable and within the project period specified in this Agreement.
 - E. In the event of a conflict between the GLRI Grant and this Agreement, the documents shall be deemed to be controlling in the following order: 1) the GLRI Grant, and 2) this Agreement.

2. **PERFORMANCE.** The Grantee must comply with all requirements applicable to the City in the GLRI Grant. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Project has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds. If action to correct substandard performance is not taken by the Grantee within 60 calendar days (or such longer period specified by the City) after written notice by the City, the City may terminate this Agreement.
3. **TIME OF PERFORMANCE.** The Grantee must complete the Project on or before the GLRI Grant term end date, which is September 30, 2026. The City is not obligated to pay for any Project costs incurred thereafter.
4. **CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Subgrant funds:
 - A. The Grantee must have provided the City with evidence of compliance with the insurance requirements of Section 8(F) herein.
 - B. The Grantee must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.
 - C. **Reporting Requirements.** The Grantee is bound to financial and performance reporting requirements as specified in Exhibit B.
5. **DISBURSEMENT.** It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed the sum of Fifty Thousand Dollars (\$50,000.00), of which \$50,000.00 is federal funds, payable from fund number 205-130-1220-5310-CM205-WENJUS-24EPA (parks fund, community resources, parks capital, contract services, capital maintenance fund 205, environmental justice, 2024 EPA).
 - A. Subgrant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without written authorization from the City's Authorized Representative.
 - B. **Indirect Cost Rate.** The federal indirect cost rate for the City's federal award is 0.0%. The Grantee's indirect cost rate is 19.0% for this Subgrant as described in the Budget Narrative of Exhibit C.
 - C. **Payment.** The City shall disburse funds to the Grantee pursuant to this Agreement on a reimbursement basis and consistent with City policy concerning payments. The City will make disbursements only upon receipt of an itemized invoice for the services actually performed and the City's Agreement Representative accepts the invoiced services. Invoices may be submitted monthly. Invoices must include copies of supporting invoices and receipts and other documentation that the City may reasonably request that relate to the Project costs. Payments for work completed through June 30 of each year must be submitted to the City's Authorized Representative no later than July 25 of that same year.
 - D. **Final Invoice.** The final invoice must be submitted by October 15, 2026. A financial report summarizing all expenditures must be submitted with the invoice in a format approved by the City's Authorized Representative.
 - E. **Certification Requirement.** As required by 2 CFR 200.415(b), the Grantee must certify whenever requesting payment and submitting financial reports: "I certify to the best of my knowledge and

belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.”

- F. **Federal Funds.** Payments under this Agreement will be made from federal funds obtained by the City under the Clean Water Act Section 118c as amended by PL 114-322, from the U.S. Environmental Protection Agency, CFDA #66.469 Great Lakes Restoration initiative, Federal Award ID # GL00E03811. 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.
6. **PERMITTING.** It is understood that the Project will require use of City park property by the Grantee. All standard permitting rules and regulations will continue to apply throughout the term of this Agreement. Consult Parks and Recreation for fee schedule and policies related to permitting of park spaces. Permit costs incurred for activities directly related to the Project may be incorporated as a reimbursable expense under this Agreement and submitted with the itemized invoice and associated supporting documentation.
7. **NOTICES.** Communication and details concerning this Agreement must be directed to the following Agreement Representatives:

CITY:	City of Duluth	GRANTEE:	St. Louis River Alliance
Attn:	Cliff Knettel	Attn:	Kris Eilers
Address:	Parks & Recreation 411 W. 1 st Street Duluth, MN 55802	Address:	St. Louis River Alliance 394 S. Lake Ave Unit # 604 Duluth, MN 55802
Telephone:	(218) 730-4312	Telephone:	(218) 733-9520

8. **GENERAL CONDITIONS.**

- A. **General Compliance.** The Grantee agrees to comply with all applicable federal, state and local laws and regulations governing the project and funds provided under this Agreement.
- B. **Civil Rights Assurances.** Grantee and City, and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:
- No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
 - That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.
- C. **Termination.** In the event the GLRI Grant is terminated, this Agreement shall contemporaneously terminate. Upon termination, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- D. **Independent Contractor.** Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Grantee and its officers, agents or employees shall not be considered an employee of the City for any purpose or in any manner whatsoever. Any and all claims that may or might arise on behalf of Grantee arising out of employment or alleged employment, including without limitation, claims of discrimination shall in no way be the responsibility of the City. Grantee and its officers, agents, or employees shall not be entitled to claim or collect from the City any compensation or rights or benefits of any kind whatsoever, including but not limited to, hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay. Furthermore, the City shall not, in any way, be responsible to defend, indemnify or save harmless Grantee, its officers, agents or employees from liability or judgments arising out of the intentional or negligent acts or omissions of Grantee while performing the work specified hereunder.
- E. **Indemnification/Hold Harmless/Liability.** To the extent allowed by law, Grantee shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from Grantee's a) breach of this agreement or b) its negligence or misconduct or that of its agents or employees in performing the Services hereunder. This Section shall survive the termination of this Agreement for any reason.
- F. **Insurance.** Grantee shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:
- i. Workers' compensation insurance in accordance with applicable law.
 - ii. Commercial General and Automobile Liability Insurance with limits not less than \$1,000,000 Single Limit and \$1,000,000 Umbrella with a "following form" provision; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - iii. The City of Duluth shall be named as an Additional Insured under the Commercial General, Umbrella and Automobile Liability policies and Grantee will provide a Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation provisions included. The City does not represent or guarantee that these types of limits of coverage are adequate to protect the Grantee's interests and liabilities.

9. ADMINISTRATIVE REQUIREMENTS.

- A. **Accounting Standards.** The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.
- B. **Records.**
- i. *Retention.* The Grantee must retain all records pertinent to expenditures incurred under this Agreement until conclusion of the latest of (a) six years after the conclusion of this Agreement; (b) six years from the GLRI Grant term end date; (c) six years after the Grantee has expended all proceeds of the Subgrant; or (d) six years after the resolution of all audit findings.
 - ii. *Inspections.* All Grantee records with respect to any matters covered by this Agreement must be made available to the City or their designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. In addition, the Grantee shall give the State of Minnesota, the Legislative Auditor, and the State Auditor's Office, through any authorized

representatives, access to and the right to examine all records, books, papers, and documents related to this Agreement.

- iii. *Data Practices Act*. The Grantee must comply with the Minnesota Government Data Practices Act, Chapter 13.
- iv. *Close-Outs*. The Grantee's obligation to the City does not end until all closeout requirements are completed. Activities during this close-out period include: making final payments and determining the custodianship of records and resolving audit findings.

10. MISCELLANEOUS.

- A. **Assignability**. The Grantee may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Grantee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.
- B. **Copyright**. All work product created under this Agreement will be the sole and exclusive property of the City, and all right, title and interest therein shall vest in the City and shall be deemed to be works made for hire and made in the course of the services rendered by Grantee hereunder.
- C. **Relationship of the Parties**. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint ventures, or joint enterprise between the parties hereto or constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.
- D. **Governing Law**. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota.
- E. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.
- F. **Severability**. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

- 11. **ENTIRE AGREEMENT AND AMENDMENT**. This Agreement, including the Exhibits identified herein, contains all negotiations and agreements between the City and Grantee. No other understanding, agreements or understandings regarding the GLRI Grant, or this Agreement, may be used to bind either party. Any amendment 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.

Exhibits:

- A. City of Duluth Certified Resolution
- B. GLRI Grant Federal Award
- C. Approved Workplan

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF DULUTH

ST. LOUIS RIVER ALLIANCE

By: _____
Mayor (City Administrator, David W.
Montgomery, per delegated authority)

By: _____
Kris Eilers, Executive Director

Date: _____

Date: _____

Attest:

Ian B. Johnson, City Clerk

Date: _____

Countersigned:

Josh Bailey, City Auditor

Approved as to form:

Terri Lehr, City Attorney

EXHIBIT B

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	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 00E03811	DATE OF AWARD
		MODIFICATION NUMBER: 0	09/21/2024
		PROGRAM CODE: GL	MAILING DATE
		TYPE OF ACTION	09/25/2024
New		PAYMENT METHOD:	ACH#
ASAP			50053
RECIPIENT TYPE: Municipal		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov	
RECIPIENT:		PAYEE:	
CITY OF DULUTH 411 W 1ST ST Duluth, MN 55802-1105 EIN: 41-6005105		CITY OF DULUTH 411 W 1ST ST Duluth, MN 55802-1105	
PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST	
Cliff Knettel 411 West 1st Street Duluth, MN 55802-1105 Email: cknettel@duluthmn.gov Phone: 218-730-4315	Bart Mosier 77 W. Jackson Blvd., G-9J Chicago, IL 60604-3507 Email: Mosier.Bart@epa.gov Phone: 312-353-4513	Jeffrey Reid Assistance Section, MA-10J 77 W. Jackson Blvd. Chicago, IL 60604-3507 Email: reid.jeffrey@epa.gov Phone: 312-886-3224	
PROJECT TITLE AND DESCRIPTION			
St. Louis River Estuary Public Access See Attachment 1 for project description.			
BUDGET PERIOD 10/01/2024 - 09/30/2026	PROJECT PERIOD 10/01/2024 - 09/30/2026	TOTAL BUDGET PERIOD COST \$ 455,000.00	TOTAL PROJECT PERIOD COST \$ 455,000.00
NOTICE OF AWARD Based on your Application dated 07/31/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 455,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 455,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS		ORGANIZATION / ADDRESS	
U.S. EPA, Region 5, U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		U.S. EPA, Region 5, Great Lakes National Program Office R5 - Region 5 77 W. Jackson Blvd, G-9J. Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official for Sheila Dolan - Branch Supervisor by Robert Fields - Award Official Delegate			DATE 09/21/2024

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EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 455,000	\$ 455,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 455,000	\$ 455,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.469 - Geographic Programs - Great Lakes Restoration Initiative	Clean Water Act: Sec. 118(c) as amended by PL 114-322	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2405HDX125	2425	B	05HCA	000BJ7XF1	4116	550102	-	\$ 455,000
									\$ 455,000

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Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 13,233
2. Fringe Benefits	\$ 4,767
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 92,000
7. Construction	\$ 295,000
8. Other	\$ 50,000
9. Total Direct Charges	\$ 455,000
10. Indirect Costs: 0.00 % Base N/A	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 455,000
12. Total Approved Assistance Amount	\$ 455,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 455,000
15. Total EPA Amount Awarded To Date	\$ 455,000

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Attachment 1 - Project Description

The agreement provides funding to the City of Duluth, Minnesota. Specifically, the recipient will provide public access to the newly restored St. Louis River through new and improved access at four sites adjacent to restoration project areas in the St. Louis River Estuary Area of Concern. Activities include completing design and construction for improved access sites and development and execution of programming to activate the restored spaces. Anticipated deliverables include final design and engineering plans and construction for three access sites, completion of a preliminary design for 0.6 miles of new trail, and two River Orientation community outreach events with an expected attendance of 50 people per event. Outcomes include increased and enhanced access to remediated St. Louis River Estuary sites for recreational and educational purposes; improved awareness of available river access opportunities and strategies for recreating safely through social media campaigns and information sharing to a reach of at least 5,000 people; provision of three improved access sites to low income and/or economically distressed neighborhoods with total population of 3,506 within a one-mile radius of the three sites; and provision of three new accessible features to provide recreational opportunities for people with disabilities. Intended beneficiaries include residents of the underserved communities near the sites and all those who live and recreate in the St. Louis River Estuary Area of Concern. The St. Louis River Alliance will maintain and promote the St. Louis River Estuary National Water Trail trailheads, and provide barrier-free programming to connect communities to the restored River.

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Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and reid.jeffrey@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov and reid.jeffrey@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: mosier.bart@epa.gov and reid.jeffrey@epa.gov
- Payment requests (if applicable): mosier.bart@epa.gov and reid.jeffrey@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: mosier.bart@epa.gov

Programmatic Conditions

GLRI Programmatic Terms and Conditions

A. Performance Reporting and Final Performance Report

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

1. **Semi-annual progress reports:** Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by **April 15 but no later than April 30** and **by October 15 but no later than October 30** of each year, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

(a) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan III measures (*i.e.*, the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan III: <https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf>), in accordance with any direction provided by your EPA project officer and the GLRI Action Plan III Measures Reporting Plan as periodically updated by the EPA at <http://www.epa.gov/great-lakes-funding>, particularly:

Number – Measure of Progress

1.1.1 – Areas of Concern where all management actions necessary for delisting have been implemented.

- (b) Object Class Category changes;
- (c) Corrective actions;
- (d) Projected new work;
- (e) Percent completion of scheduled work;
- (f) Percent of budgeted amounts spent;
- (g) Any change in principal investigator;

- (h) Any change needed in project period,
- (i) Date and amount of latest drawdown request; and
- (j) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <http://www.epa.gov/great-lakes-funding>.

2. Final Report: The Final Report shall incorporate all proposed project outputs and outcomes and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all proposed outputs and outcomes, including but not limited to all applicable GLRI Action Plan III measures described in element 1 of the Semiannual Progress Report condition above, all outputs and outcomes related to environmental justice or climate resiliency metrics and outreach, education, and stakeholder engagement. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date.

Electronic versions of the **Final Report shall be submitted no later than 120 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates

Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

3. Subaward Performance Reporting:

The recipient must report on its subaward monitoring activities under [2 CFR 200.332\(d\)](#). Examples of items that must be reported if the pass-through entity has the information available are:

- I. Summaries of results of reviews of financial and programmatic reports.
- II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- III. Environmental results the subrecipient achieved.

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IV. Summaries of audit findings and related pass-through entity management decisions.

V. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR 200.339 Remedies for Noncompliance.

Subaward Programmatic Monitoring for Grants in Support of Areas of Concern or Lakewide Action and Management Plans

In addition to subaward monitoring and reporting requirements described in the **Performance Reporting And Final Performance Report** condition of this agreement, assistance agreement recipients who are issued non-competitive grants in support of Areas of Concern (AOC) or Lakewide Action and Management Plans (LAMPs), and who include subawards in their budget, must monitor subrecipient work to ensure that it meets the objectives of the AOC or LAMP.

B. Cybersecurity Condition

Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Requesting Travel Costs

Time and travel costs along with participation in professional meetings and conferences funded under

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this agreement shall be reviewed by the EPA Project Officer in advance. Although EPA may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, must notify the EPA Project Officer identified on the first page of this agreement.

1. Travel Narrative

Specifically, **at least 30 days** in advance, the recipient shall notify the EPA Project Officer of any travel plans not previously detailed in the approved workplan by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and an itemized travel breakdown of costs ((per diem, mileage, lodging, parking/tolls, airfare). The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient understands that any travel revisions contributing to a rebudgeting of funds from other cost categories exceeding 10% of the total budget, or an increase in grant funds requires a formal amendment to this agreement.

2. International Travel (see also EPA General Term and Condition titled "Foreign Travel")

The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer **at least 30 days** in advance of incurring foreign travel costs. The recipient understands that if it incurs international travel costs of any kind without EPA's prior approval, it does so at its own risk.

D. Signage Required

1. Signage Requirements

The recipient is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

State agencies and agencies of political subdivisions of states must comply with 2 CFR 200.323, Procurement of recovered materials when procuring signage for projects funded by EPA assistance agreement. EPA encourages other recipients to use recycled or recovered materials when procuring signs.

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Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

E. Health, Safety, and Environmental Compliance

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

F. Management Practice

The recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project funded by this award, the recipient agrees to: 1) consider the potential impacts of climate change (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and 2) to the maximum extent feasible, incorporate resilience to the potential impacts of climate change into the design, implementation, and operations of the project.

G. Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

H. Timely Fiscal Expenditures

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must **notify the EPA Project Officer** of potential drawdown delays that exceed 180 days.

I. QUALITY ASSURANCE

Please visit our [Quality Assurance Resources for Great Lakes Restoration Initiative Grantees](#) website for more information about GLRI requirements, tools, and resources.

Quality Assurance System

1. Scope:

Quality assurance (QA) applies to all agreements that involve environmental data operations, including

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environmental or scientific data and information collection, production or use. Environmental data operations include the acquisition, generation, compilation or use of environmental data and technology. These terms and conditions apply to all environmental programs included in the agreement's workplan that contain environmental data operations. Definitions applicable to these terms and conditions are in the following locations: Appendix A of EPA's [Quality Management Plan \(QMP\) Standard](#) and Appendix B of [EPA QA R-5: EPA Requirements for Quality Assurance Project Plans](#). Examples are included in the Example Activities Section at: [Quality Specifications for non-EPA Organizations to do business with EPA](#).

Sub-awards will include appropriate quality requirements for the work conducted through sub-agreements with other organizations. The prime recipient is accountable for all work performed on the project or program award including any portion of the external agreement work that the recipient awards to a sub-recipient.

Authorities, in accordance with:

2 CFR 1500.12;

40 CFR 35;

[Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000 CIO 2105.0](#);

[EPA Quality Manual for Environmental Programs, May 2000 CIO 2105-P-01-0](#);

[EPA Quality Management Plan \(QMP\) Standard](#);

[EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); and

and as described by the [Office of Grants and Debarment Quality Assurance Requirements](#)

2. Communications:

The EPA Project Officer will provide the recipient with the EPA QA contact upon EPA's award issuance or upon request by recipient for pre-submittal questions and other communications regarding QA system document(s). A [list of QA managers](#) is posted on [EPA's Quality Program](#) website. The recipient agrees to include the EPA Project Officer on all written communications with the EPA QA contact.

3. GLRI Quality Documentation Requirements:

Recipients implementing environmental programs within the scope of the assistance agreement must submit an approvable Quality Assurance Project Plan (QAPP) at least **90** days prior to the initiating of data collection or data compilation. In accordance with 2 CFR 1500.12, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation sufficient to produce data of adequate quality to meet project objectives. A Quality Assurance Project Plan (QAPP) provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with (IAW) [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).

The recipient agrees to ensure that no environmental data collection, production, or use occurs without

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QAPP approval by the EPA authorized reviewer except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, the recipient must modify the QAPP and submit the revision for EPA approval. Only after the revision has been received and approved shall the change be implemented.

Additionally, the recipient agrees to submit previously EPA-approved QAPPs proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s). The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. The recipient must provide the approved QAPP to the EPA Project Officer. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

Recipients with an approved Quality Management Plan (QMP) shall continue to implement and adhere to the approved QMP. The recipient must provide project-level quality documentation to the EPA Project Officer prior to the initiation of relevant work activities. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

J. NATIONAL HISTORIC PRESERVATION ACT

Pursuant to 36 C.F.R. § 800.2(c)(4), EPA has authorized all assistance agreement recipients and applicants to initiate and carry out consultation under National Historic Preservation Act (NHPA) Section 106, 54 U.S.C. § 306108 on behalf of EPA, for all grants, cooperative agreements, interagency agreements, and other projects under GLNPO's purview, including but not limited to the Great Lakes Restoration Initiative (GLRI), 33 U.S.C. § 1268, and applicable appropriations acts and/or implementing regulations. EPA does not delegate its Tribal consultation responsibilities and will work with the recipient to carry out the appropriate actions.

While all assistance agreement recipients and applicants are authorized to initiate Section 106 consultation on behalf of EPA, EPA retains legal responsibility for findings and determinations required under the Section 106 process. In addition, when applicable, EPA will consult directly under Section 106 with Indian Tribes and Native Hawaiian organizations, pursuant to 36 C.F.R. §§ 800.2(c)(2)(ii).

Prior to conducting or engaging in any on-site activity with the potential to impact historic properties, the grantee shall consult with an EPA Project Officer/Focus Area Lead regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

K. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of](#)

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Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements. Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

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Per the above agreement, recipients are not required to sign this award. Acceptance of the award is defined as the start of work, drawing down funds, and/or not declining the award via written notice.

To enter this agreement and follow standard practice for agreements, the City of Duluth will obtain signatures of the proper City officials:

CITY OF DULUTH MINNTEOTA

Signed by:
By: David Montgomery
504CB89B59D9475
Mayor (City Administrator, David W. Montgomery, per delegated authority)

10/30/2024

Date

Attest:
DocuSigned by:
By: Ian B. Johnson
CE9D2CA1AA0F42B
Ian B. Johnson, City Clerk

10/30/2024

Date

Countersigned: DocuSigned by:
Josh Bailey
5DCC8A80CCFF4D1
Josh Bailey, City Auditor

Approved as to form: DocuSigned by:
Jessica Fralich
1962900C5A55480
Jessica Fralich, City Attorney

EXHIBIT B



City of Duluth

411 West First Street
Duluth, Minnesota
55802

Certified Copy

Resolution: 24-0788R

File Number: 24-0788R

RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY IN THE AMOUNT OF \$455,000 TO IMPROVE PUBLIC ACCESS TO THE ST. LOUIS RIVER ESTUARY.

CITY PROPOSAL:

WHEREAS, resolution 24-0174R authorized application to the U.S. U.S. Environmental Protection Agency Great Lakes National Program Office for a grant of up to \$455,000 to improve public access to the St. Louis River Estuary, and the application was approved.

NOW, THEREFORE, BE IT RESOLVED, that the proper City officials are authorized to accept the grant, substantially in the form of attached Exhibit A, from the U.S. Environmental Protection Agency and to draw down the appropriated funds in an amount not to exceed \$455,000 with said funds to be deposited into 205-130-1220-4209-01-CM205-ENVJUS-24EPA (parks fund, community resources, parks capital, direct Federal grants capital, capital maintenance fund 205, environmental justice, 2024 EPA).

FURTHER RESOLVED, the City of Duluth has the legal authority to accept these funds and the financial, technical, and managerial capacity to ensure proper planning and maintenance of the project. There is no local match required for this grant.

FURTHER RESOLVED, that the Duluth City Council names the fiscal agent for this project as Jen Carlson, City of Duluth Finance Director, 411 West First Street, Duluth, MN 55802.

This Resolution was adopted.

I, Ian B. Johnson, City Clerk of the City of Duluth, Minnesota, do hereby certify that I have compared the foregoing passed by the city council on 10/15/2024, with the original approved and that the same is a true and correct transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth.

Signed by:



DocuSigned by:

Ian B. Johnson

EE9D2CA1AA9F42B...

10/30/2024

Date Certified

EXHIBIT C

GLRI Workplan July 2024

1. Project Title

St. Louis River Estuary Public Access

2. Project Funding Request

Federal Request \$455,000 Applicant contribution \$0

Bundled Projects	Federal Requested Amount	Applicant Voluntary Cost-share	Total Project Costs
Grassy Point – Observation Platform and Paddle Launch	\$150,000	\$0	\$150,000
Kingsbury Bay – ADA Trail Access to Fishing Pier	\$100,000	\$0	\$100,000
Design for Marten Trail connection between Perch Lake and Chambers Grove (Segment 7)	\$50,000	\$0	\$50,000
Chambers Grove Park – Enhanced Paddle Launch and Accessible Dock	\$75,000	\$0	\$75,000
City of Duluth staffing and support for Environmental Justice Activities	\$30,000	\$0	\$30,000
St. Louis River Alliance Subgrant for National Water Trail Programming and Trailhead Maintenance	\$50,000	\$0	\$50,000
Overall Project Total	\$455,000	\$0	\$455,000

3. Applicant Information

- **Organization Name:** City of Duluth
- **Organization Address:** 411 West 1st Street, Duluth, MN 55802

4. Project Manager

- **Contact Name:** Cliff Knettel
- **Address** 411 West 1st Street, Duluth, MN 55802
- **Phone:** 218-730-4312
- **E-mail:** cknettel@duluthmn.gov

5. Project Location

HUC8 Codes: St. Louis River 04010201

HUC12 Codes: Spirit Lake 040102011603; Red River 040102011601

Representative Lat/Long (only 1): Latitude 46.723295, Longitude -92.182439

Place of Performance

City (at least 1, up to 5)	County (at least 1, up to 5)	Zip Code	Congressional District (at least 1, up to 5)	State	Primary or Secondary*
Duluth	St. Louis	55807 55808	8	MN	Primary

6. Project Duration

October 1, 2024 – September 30, 2026

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7. Project Abstract

The City of Duluth will provide public access to the newly restored St. Louis River through new and improved access at four sites adjacent to Area of Concern project areas, as well as programming to activate access points and establish community connections, to the St. Louis River Estuary. The project will include fully designed and completed construction projects that provide direct River access to all who want to experience it. In particular, the projects aim to provide access to the River by underserved communities and neighborhoods.

8. Problem Statement

This Project will effectively address the disproportionate and adverse impacts resulting from the legacy contamination in the St. Louis River Area of Concern (SLRAOC) by creating critical access points to the St. Louis River Estuary. The St. Louis River is the largest tributary to Lake Superior and has special significance to the region. The St. Louis River and Estuary has long been inhabited by Indigenous people. It is estimated that Indigenous people have lived in the region for nearly 14,000 years, and the River is a significant cultural and natural resource for the 4,200-member Fond du Lac Band of Lake Superior Chippewa, whose reservation is located further upstream near Cloquet, MN. This Project will include Tribal engagement, opportunity for Tribal monitoring of ground disturbing activities if determined necessary by the Fond du Lac Band, and there will be interpretive signage about the cultural and natural resource value of the St. Louis River.

The underserved communities adjacent to the sites for this Project include census tracts with elevated environmental justice concerns and socioeconomic indicators of importance. According to the Climate and Economic Justice Screening Tool, two of this Project's sites, Perch Lake and Chambers Grove, are located within Justice40 Initiative disadvantaged communities. According to the EJScreen Community Reports for a one-mile ring around the four implementation sites, there are environmental justice considerations for the Project. All project sites have a higher than the state (16.6%) or national (16.8%) average for the percent of population over the age of 65.

EJ Screen Community Report Summaries St. Louis River Estuary Public Access Project Sites				
Project Site	Grassy Point	Kingsbury Bay	Perch Lake	Chambers Grove
Population within 1-mile radius of site	1,136	2,211	675	159
Community Information (Percent of Population)				
Low Income	34	24	47	44
Persons with Disabilities	19	14	21	20
Population Ages 1-18	15	20	25	24
Population Ages 65+	22	25	17	18
Environmental and Socioeconomic Indicators (National Percentiles)				
<i>Pollution and Sources:</i> Superfund Proximity	78	84	93	92
<i>Socioeconomic Indicators:</i> Low Income	61	45	77	74
Unemployment Rate	68	53	80	78
Low Life Expectancy	48	83	66	66

This Project forwards the Lake Superior LAMP priority 2.0 (Inherent Value, Use, and Enjoyment of Lake Superior) by establishing improved access to the St. Louis River and Estuary to ensure

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the waters flowing into Lake Superior are used and enjoyed by present and future generations in a way that past generations were unable to due to legacy pollution. Likewise, this Project aligns with the Great Lakes Water Quality Agreement General Objective 2 (Allow for unrestricted swimming and other recreational use). Both the LAMP and SLRAOC Remedial Action Plan (RAP) identify a priority to complete management actions necessary to remove the *Beach Closings* beneficial use impairment (BUI). With the extensive completed and nearly completed restoration projects within the St. Louis River AOC, multiple BUIs have been lifted and others are nearly ready to be lifted, including the *Beach Closings* BUI. The improved habitat, and removed and/or capped contaminated sites in the proposed project sites are now available for recreational access and use. After decades of legacy pollution restricting access to the River, it is necessary to actively promote and cultivate new opportunities for Duluth residents and visitors to access the restored River.

Experience-based opportunities will create pathways for public engagement and education on the topics of Lake Superior ecosystems, habitats, and species, including the impacts of climate change (LAMP #36); plastic and general pollution reductions in the Lake Superior basin (LAMP #47); and the cultural history of the St. Louis River, Gichigami-ziibi, (St. Louis River AOC RAP Section 3).

The City of Duluth has completed several planning process that have guided the development of parks, trails, and trailheads along the St. Louis River Estuary, including references to the sites proposed for improvement under this Project:

- St. Louis River Corridor Neighborhood Parks Plan: [final-river-corridor-neighborhood-parks-master-plans.pdf \(duluthmn.gov\)](#) This plan is the result of the needs and desires by Western Duluth residents and leaders to invest more resources into developing the areas along the St. Louis River Estuary, in part due to the efforts of the AOC partners to remediate contamination. This planning process included significant community engagement from citizens, community groups and community clubs, recreation-based organizations and city representatives.
- St. Louis River Estuary National Water Trail Plan: [final-water-trail-master-plan.pdf \(duluthmn.gov\)](#). With input and participation from nearly 40 organizations, including community clubs, recreation-based organizations, environmental groups, government entities, plus the general public, this plan established the priority and timelines to create and implement the St. Louis River Estuary national Water Trail. There were several opportunities for the general public to learn about the proposed plan and share their ideas.
- Waabizheshikana Trail Plan (see Chapter 4 for community engagement summary): [website-version-of-wwft-1320.pdf \(duluthmn.gov\)](#). With 40 steering committee members, representing thousands of West Duluth residents, this plan set forth the priorities for expanding the existing trail from 3.3 miles to over 10, connecting West Duluth to Jay Cooke State Park in the Fond Du Lac Neighborhood.
- Waabizheshikana Interpretive Plan (See pg 14): [Marten_Report_7_2.indd \(duluthmn.gov\)](#). This plan included input from over 30 organizations, 25 individual experts in a variety of fields and several community groups. There were several opportunities for the general public to learn about the proposed plan and share their ideas.

Public engagement and support for the specific sites that will be supported through this Project:

- Kingsbury Bay - ADA accessible connection to fishing pier: During the Kingsbury Bay AOC habitat restoration project, the MN DNR replaced the fishing pier with Natural Resources Damage Assessment funds. Unfortunately, the new pier is only accessible with a nearly 0.5-mile hike from the Pulaski Street trailhead for Waabizheshikana. To make this pier more accessible, the City will design and construct an accessible trail at Indian

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Point Campground to provide compliant access for all. This project was identified by AOC partner agencies during their community engagement efforts.

- Grassy Point - observation platform, kayak parking & launch: This project was identified as a priority in the St. Louis River Corridor Neighborhood Parks Plan. It is also planned in conjunction with a recent DNR AOC habitat restoration project, completed last fall. As a part of the DNR project, a birding trail was expanded. The remaining proposed improvements proposed in the plan are the City's responsibility.
- Chambers Grove - enhanced and accessible paddle launch and dock: This park was rehabilitated following significant flood damage in 2012. A basic paddle launch was established as a part of the park improvements; however, paddlers, citizens and user groups have identified the launch as inadequate and difficult to use due to fluctuating water level and currents. Constructing a protected inlet with a small accessible dock structure for launching and landing paddle craft will improve access.
- Waabizheshikana Segment 7 Design: Connecting Perch Lake Landing to Chambers Grove Park was identified in the Waabizheshikana Trail Plan referenced above. With nearby habitat improvement project at Perch Lake in progress by the MN DNR, design of future access improvements at Perch Lake Landing through a GLRI subaward from the MN DNR, and MN DOT rehabilitation of highway 23 and the Mission Creek Bridge, it is well timed to initiate design for this important community connection. After future construction, this extension will connect residents of Fond du Lac to Perch Lake Landing.

9. Proposed Work

The City of Duluth is requesting funds to provide new and improved access at three implementation sites to newly restored locations adjacent to SLRAOC Management Action sites, one engineering/final design project for future access improvements at an AOC Management Action site, as well as funding for programming and operational support for the City of Duluth and the St. Louis River Alliance.

The two main facilities providing that access are 1) The St. Louis River Estuary National Water Trail (NWT), and 2) Waabizheshikana: The Marten Trail. The NWT was established in 2021 following an extensive public process. The City and the St. Louis River Alliance are now starting to begin implementation of the plan by seeking and securing grant funding for the physical infrastructure necessary to provide access, recreation, education, and programming associated with the NWT. Waabizheshikana is an existing 3.3-mile recreational trail that will be expanded an additional seven miles and enhanced with interpretive elements highlighting the history, environment, culture and industry impacting the Estuary, as well as highlighting the many successes of AOC efforts to reverse human impacts that compromised the Estuary in the past. Both of these facilities are directly adjacent to AOC Management Action sites, providing recreation and access to the Estuary to underserved communities.

The three access improvement sites that will be implemented under this Project include Grassy Point, Kingsbury Bay, and Chambers Grove Park. Final designs will be completed for the Waabizheshikana: The Marten Trail connection between Perch Lake and Chambers Grove Park to support future access improvements at the site.

There is one proposed Subaward to the St. Louis River Alliance (Alliance) in the amount of \$50,000. The proposed subaward is consistent with the proposed budget and project periods.

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- **Summary of Applicant's Unique Capability to Perform the Project:** The Alliance began as a Citizen Advisory Committee in 1987 to assist Minnesota and Wisconsin state agencies for development of the St. Louis River Estuary Area of Concern (AOC) Remedial Action Plan (RAP). Through the development of the RAP and AOC activities, the Alliance established strong partnerships with MN and WI state agencies, U.S. Environmental Protection Agency, the Fond du Lac Band of Lake Superior Chippewa, City of Duluth, and other local organizations. In 2017, the City of Duluth adopted the St. Louis River Estuary National Water Trail Master Plan. During the planning process, the Water Trail Steering Committee selected the Alliance to implement the Plan and to complete ongoing development of the water trail. The Alliance has specialized knowledge and relationships with community members and organizations that uniquely positions them to ensure efficient and effective water trail implementation and programming.
- **Description of Activities:** The Alliance will maintain and promote the St. Louis River Estuary National Water Trail trailheads, and provide barrier-free programming to connect communities to the restored River.
- **Outputs/Deliverables:** The Alliance will work with landowners of four boat landings to develop an evaluation form to be used for twice annual inspections of the landings. Landing evaluations will include an assessment of infrastructure condition, site clean-up, observations of invasive species statuses, creating a workplan based on these assessments, and coordination with site owners to complete maintenance and address any vandalism issues.

Provide one annual River Orientation outreach event (two events) for the community which will include safety and access training, and information on how to plan a river trip, swimming safety (drowning hotspots), and boating safety. SLRA will use social media and networks, tabling events to communicate with river neighborhood residents about this event, and SLRA recreational opportunities that are barrier free.

Maintain monofilament collection bins at 10 sites in Duluth, MN and Superior, WI along the St. Louis River and Lake Superior. Volunteers will be solicited to empty monofilament bins twice per month between May-September when usage is highest and monthly from October to May, with oversight by Alliance staff.

Communicate about events/engagement opportunities with community members and partners, such as Sea Grant, LSNERR, City of Duluth, City of Superior, Spirit Lake Marina, WDNR, MNDNR, MPCA.

Name of Contractor (If known) or identify TBD	How will the contractor be selected? Bid process or Sole Source	Description of the types of activities	Outputs/Deliverables
1. TBD	Bid Process	Preliminary and final design	Biddable construction drawings and specifications, through construction administration, for Grassy Point, Kingsbury Bay/Indian Point, and Chambers Grove Park. Only the

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			Kingsbury Bay site has previously completed preliminary design work. Preliminary design for Waabizheshikana Segment 7.
2. TBD	Bid Process	General Contractor	Fully constructed projects implemented at Grassy Point, Kingsbury Bay/Indian Point, and Chambers Grove Park

The proposed contracts are consistent with the proposed budget and project periods.

10. Conferences/Workshops

Not Applicable

11. Project Results & Measuring Progress

Progress towards Project completion will be measured and monitored in accordance with the Project Milestones identified in Section 14 (below).

Outputs:

- Executed contracts for design, construction, and St. Louis River Alliance subaward.
- Final designs for Grassy Point, Kingsbury Bay/Indian Point, and Chambers Grove Park.
- Construction of access improvement projects at Grassy Point, Kingsbury Bay/Indian Point, and Chambers Grove Park.
- Preliminary design for approximately 0.6 miles of trail, Waabizheshikana Segment 7, to connect from Perch Lake Landing to 128th Ave West. Through a separate project, MN DOT will be extending bituminous trail along Highway 23 from 128th Ave West to Chambers Grove Park.
- Quality Assurance Project Plan(s) for Grassy Point, Kingsbury Bay/Indian Point, Chambers Grove Park, and Waabizheshikana Segment 7 pre-design.
- Evaluation form for boat landing assessments and complete 16 total landing assessments (four landings, two annual assessments per landing for two years).
- Provide two River Orientation community outreach events with an expected attendance of 50 people per event.

Outcomes:

- Increased and enhanced access to remediated St. Louis River Estuary for recreational and educational purposes.
- Improved awareness of available river access opportunities and strategies for recreating safely through social media campaigns and information sharing to a reach of at least 5,000 people. Achievement of the projected impact will be evaluated with number attendees at River Outreach Events and using Meta Business analytics, where estimated total reach is quantified by number of individual account views for educational posts/materials.
- Provision of three improved access sites to low income and/or economically distressed neighborhoods with total population of 3,506 within a one-mile radius of the three sites.
- Better connectivity for neighborhoods on an alternate transportation route (alternative to vehicular highway). The proposed Waabizheshikana Segment 7 design and future construction will complete an additional 0.6 miles of trail. This will fill an important gap that will eventually connect to over 9.5 miles of other Waabizheshikana segments along the Estuary, and a total of over 21 miles of trail along the Estuary and Lake Superior.

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- Provision of three new accessible features to provide recreational opportunities for people with disabilities.

12. Section 106 Possible Deliverables

- Delineate the area of potential effects (APE) map;
- Identify previous archaeological surveys or documentation of historic properties and share draft report(s);
- Conduct desktop or field surveys as appropriate and share draft report;
- Identify any historic properties and share draft report;
- Identify relevant consulting parties if appropriate for the project;
- Involve public – both before and after determination of effect as appropriate for the project and identify how the public was involved;
- Draft letter of determination; and
- Draft letter and/or form submission to SHPO and relevant tribes to describe APE, identify any historic properties and includes preliminary determination.

13. Relevance to EPA Strategic Plan and the GLRI Action Plan III

This Project relates to EPA Strategic Plan Goal 2 (Take Decisive Action to Advance Environmental Justice and Civil Rights) by forwarding Objective 2.2 (Embed Environmental Justice and Civil Rights into EPA Programs, Policies, and Activities) and Objective 2.3 (Strengthen Civil Rights Enforcement in Communities with Environmental Justice Concerns), and Goal 6 (Safeguard and Revitalize Communities) by forwarding Objective 6.1 (Clean Up and Restore Land for Productive Uses and Healthy Communities). This Project also relates to the GLRI Action Plan III under Focus Area 5: Foundations for Future Restoration Actions. This Project aligns with the Justice40 Initiative, with public access investments directly benefiting underserved communities. With contamination now controlled at the sites included in this Project due to previous restoration work, this Project will directly provide improved access to restored sites for current and future generations.

The Project will provide critical infrastructure necessary to create and implement experience-based learning opportunities for youth to promote Great Lakes stewardship (GLRI Action Plan). Activities will foster stewardship, promote conservation, and expose and prepare under-represented youth for future opportunities.

The Project addresses environmental justice concerns by implementing community-identified solutions that directly reduces legacy disproportionate impacts. This Project, supports development of healthy, sustainable, and more resilient communities (EPA Strategic Plan Goal 2). The City of Duluth, in coordination and collaboration with numerous community groups, will restore the sites' productive uses and involve people in decisions that will affect their communities through effective engagement to develop visions for revitalization. The new features designed and installed through this project will enhance quality of life, create neighborhoods of choice, and spur investment and reinvestment.

The investments through these projects will create four new opportunities for improved disability access (EPA Strategic Plan Goal 2) to the St. Louis River. Through the Project, there will be ongoing opportunities to strengthen community involvement through information sharing and at least three outreach events directly engaging overburdened and underserved communities.

#	Measure of Progress
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1.1.1	Areas of Concern where all management actions necessary for delisting have been implemented. Project supports measure with no numeric result.
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14. Project Milestones

Date	Project Milestone	Responsible Party
10/1/24	Project initiated	City of Duluth
10/30/24	Completed QAPPs for project sites	City of Duluth
10/30/24	First progress report	City of Duluth
12/30/24	Have entered contracts for design, Section 106 consultant, and subaward to St. Louis River Alliance	City of Duluth
1/30/25	Have 30% design completed	City of Duluth
4/30/25	Second progress report	City of Duluth
5/30/25	Complete one boat landing site evaluation for each of the four boat landings.	St. Louis River Alliance
6/30/25	Have 90% design documents completed. Section 106 and environmental reviews completed.	City of Duluth
8/30/25	Final design completed	City of Duluth
9/30/25	Completed two River Orientation outreach events and conducted one boat landing site evaluation for each of the four landings	St. Louis River Alliance
10/30/25	Third progress report	City of Duluth
12/30/25	Issue bid for construction	City of Duluth
2/28/26	Enter into construction contract	City of Duluth
4/30/26	Fourth progress report	City of Duluth
5/30/26	Complete evaluation of four boat landings.	St. Louis River Alliance
9/30/26	Construction completed	City of Duluth
9/30/26	Completed two River Orientation outreach events and conducted one boat landing site evaluations for each of the four landings	St. Louis River Alliance
10/30/26	Fifth progress report	City of Duluth
4/30/27	Sixth progress report	City of Duluth
9/30/27	All project components completed	City of Duluth
End date	Final report	City of Duluth

15. Cooperative Agreement

The City of Duluth (“recipient”) will have the technical and contracting lead for this effort, with EPA providing technical support and timely review or approval of the field sampling plans, QAPPs, and final reports or technical memos. Substantial involvement by the EPA Project Officer and/or the EPA Sediment Leads or the TFL may include: 1) monthly telephone calls and other monitoring; 2) reviewing project phases and providing approval to continue to the next phase; 3) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters); 4) approving substantive terms included in contracts or subawards; 5) reviewing and commenting on the programmatic progress reports; 6) Consultation with EPA regarding the selection of key personnel; and 7.) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

16. Pre-Award Costs

No pre-award costs are expected.

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17. Timely Fiscal Expenditures

The grant funds will be expended commensurate to the progression of the project activities.

Expenditure Period (6-month increment)	Anticipated Drawdown Date	Estimated Amount
10/1/2024 – 3/31/2025	5/30/2025	\$25,000
4/1/2025 – 9/30/2025	11/30/2025	\$50,000
10/1/2025 – 3/31/2026	5/30/2026	\$60,000
4/1/2026 – 9/30/2026	11/30/2026	\$200,000
10/1/2026 – 3/31/2027	5/30/2027	\$100,000
4/1/2027 – 8/31/2027	9/30/2027	\$20,000

18. Appendices and Attachments

City of Duluth Staff Biographies:

Allison Brooks: Project Coordinator

Allison holds a B.S. in Environmental Science from Randolph College and a Master of Science in Sustainable Management from the University of Wisconsin-Stout. Prior to joining the City of Duluth in 2022, Allison served as a sustainability coordinator in Lynchburg, Virginia where she managed energy efficiency improvement projects, coordinated with stakeholders, and led community engagement initiatives. In her current role as a Project Coordinator for the City of Duluth, Allison effectively collaborates with project partners to manage park improvement projects of all sizes, including community engagement, budgeting, grant administration and reporting, and coordinating project implementation with contractors and construction management staff.

Cliff Knettel: Assistant Manager, Duluth Parks & Recreation

Cliff holds a B.S. in Geography from the University of Minnesota-Duluth. Cliff has over 20 years of experience in comprehensive planning, economic development, Geographic Information Systems, land and resource management, housing development, neighborhood revitalization, and grant administration serving in various local and regional planning entities, including Mid-Minnesota Development Commission, Arrowhead Regional Development Commission, City of Superior Wisconsin, St. Cloud Housing and Redevelopment Authority, Neighborhood Housing Services, and One Roof Community Housing. In November of 2020, Cliff joined the City of Duluth Parks and Recreation division as a Senior Park Planner, and was later promoted to Assistant Manager of Parks and Recreation, where he leads the team involved in park planning processes, stewarding park improvement projects, facilitating community engagement, and administering grants.

St. Louis River Alliance Staff Biographies:

Ginger Rae: National Water Trail Coordinator

Ginger Rae is a lifelong Twin Ports community member, growing up splashing at Wisconsin Point, Billings Park, Barker's Island and Lake Amnicon. She is an experienced community organizer with a focus in social and environmental justice. She shares a love of all wildlife big and small, on land and in the water. Ginger values creating joyful, intellectually stimulating events for adults and youth of all ages. Her experience in environmental stewardship and background in trauma-informed yoga provide a unique skillset where she hopes to center people in connection to the water and earth, so they can build a stronger relationship with the environment. She hopes building these connections will lead to empowering individuals to seek

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more interactions with the natural world, create water-based businesses and to support citizens in advocacy for sustainable, equitable choices. Ginger is also a life-long visual artist who is focusing on painting and teaching community education classes. Her favorite outdoor activity is to pay attention to a small square foot of the soil and to study all of the life that inhabits that small space. Working as the National Water Trail Coordinator will call on this wide array of skills and help connect community members to the water in many creative ways!

Kris Eilers: Executive Director

Kris has been engaged in policy and program delivery in environmental protection, water quality, remediation and habitat restoration, intergovernmental affairs and community engagement/outreach in the Duluth area for a decade. Her strong business and administrative skills, garnered with her 20+ year career in the private corporate sector, have set her and the St. Louis River Alliance (SLRA) up for many successes.

Under her leadership, the SLRA has secured and managed an array of federal, state and local programs, including the continued work of the St. Louis River Area of Concern Clean-up. In addition, Kris led the effort to get a bonding bill passed from the Minnesota Legislature to fund a state agency to clean up the most contaminated sites in the St. Louis River Area of Concern. Kris has been instrumental to attracting thousands of people to the river through boat tours, volunteer opportunities, canoe/kayak trips and winter hikes. She has also dramatically grown the membership of the organization by over 500 percent over the past 5 years. Kris is driven by her life-long passion for water, and a childhood dream of helping to restore the polluted waters of the St. Louis River that runs into Lake Superior.

Alyssa Johnson: Project Manager

Alyssa graduated from the University of Minnesota Duluth with a B.S. in Marketing and Finance. Since then her passions have led her down many roads including membership & community development for a start-up food co-op, teaching in the public schools, and working with many artists and small businesses to share their stories through photography, web development and social media marketing. Alyssa served her first two years as the Alliance's Marketing and Outreach Coordinator. Since then she has successfully developed her skills in organizational management, membership recruitment, fundraising and public relations, transitioning her into the Program Manager position.

Alyssa's responsibilities at the Alliance involve grant and project administration, stewardship event planning, community outreach and education, social media marketing, membership communication, and website maintenance. Alyssa is grateful for her life in Duluth and the daily lessons of Lake Superior and the surrounding waters. In her free time, you can find her wandering the Superior Hiking Trail with her pup Addie, swimming on the beach of Park Point, or taking pictures of the flora growing along the St. Louis River.

Mikayla Erickson: Project Lead and Membership Coordinator

Mikayla serves as the Piping Plover Project Leader where she is responsible for hiring and training seasonal staff and managing plover surveys, data analysis, and reporting. She has been working as a Piping Plover Monitor since 2019, and this will be her 6th season bringing her dedication and passion to the St. Louis River Alliance. Mikayla holds a degree in Environmental Sustainability and Geography from the University of Minnesota Duluth. She also has a background in sustainable farming, and a passion for connecting children to the natural world. Mikayla is grateful every day for Lake Superior's beauty, and for friends who make Duluth feel like home. She will never forget the childlike excitement of seeing her first Piping Plover on Lake Superior in 2019.

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19. Budget Narrative

Personnel: Salary \$13,233 and Fringe \$4,767

Project Coordinator (Salary \$8,508 and Fringe \$3,324) – Estimated 274 hours at \$43.18 per hour with 28.1% of compensation being fringe benefits. The Project Coordinator will be responsible for preparing all procurement documentation, supporting grant implementation, preparing compliance documents for the QAPPs and project reviews, coordinating with consultants for design and construction, and facilitating community engagement.

Assistant Manager (Salary \$4,725 and Fringe \$1,443) – Estimated at 119 hours at \$51.84 per hour with 23.4% of compensation being fringe benefits. The Assistant Manager will be responsible for reviewing and finalizing documents, determining design direction consistency with planning efforts, grant administration, and working closely with the Project Coordinator to maintain project timelines.

Contractual: \$92,000

Cultural and Historical Consultant (\$12,000) – Contractor will be selected with open competition, with an estimated timeframe of December 31, 2024 – June 30, 2025. Responsibilities will include supporting Section 106 compliance through literature review of Minnesota State Historic Preservation Office and other historical data, as well as design documents to determine the Area of Potential Effect (APE) for project sites, complete research and report of properties within APE, and preparation of report of projects' effects on cultural and historical resources for submittal. Cost is based on previous Section 106 consultant contracts, and the previous cultural and historic reviews that have been completed near and/or at the project sites.

Design Consultant (\$80,000) – Contractor will be selected with open competition (sealed bid process), with an estimated timeframe of December 31, 2024 – December 31, 2026. Responsibilities will include survey, wetland delineation, design, permitting, and construction administration, with a deliverable of biddable construction drawings and specifications for Grassy Point, Kingsbury Bay/Indian Point, and Chambers Grove Park. Responsibilities will also include survey and preliminary design for Waabizheshikana Segment 7. The cost estimates for design activities are based on similar previous projects completed by the City of Duluth and state partners.

Construction: \$295,000 – A General Contractor will be selected with open competition (sealed bid process), with an estimated timeframe of February 28, 2026 – September 30, 2026. Responsibilities will include procurement of accessible dock infrastructure and materials, and subsequent construction and implementation of the Grassy Point, Kingsbury Bay/Indian Point, and Chambers Grove Park projects. The City has preliminary design and engineer's estimate for the Kingsbury Bay/Indian Point trail, which has supported the cost estimation included for construction. The cost estimates for the Grassy Point and Chambers Grove Park projects are based on similar projects at other sites.

Other (Subaward): \$50,000 to St. Louis River Alliance – The Alliance will maintain and promote the St. Louis River Estuary National Water Trail trailheads, and provide barrier-free programming to connect communities to the restored River.

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Working together to protect, restore, and enhance the St. Louis River

St. Louis River Alliance
394 Lake Ave S. Suite 604
Duluth, Minnesota
55802-2338
Phone: 218-733-9520

Community Engagement and River Access Maintenance of the St. Louis River Estuary National Water Trail – Budget Narrative

Personnel: \$46,007 (includes fringe and indirect costs as detailed below)

Executive Director (\$28,943) – Reports for 520 hours over two years up to \$33.65 per hour (includes 39% fringe and 19% Indirect costs) Duties include administration, employee management, volunteer recruitment, media and community engagement, event coordination.

Project Lead (\$8,354) – Up to \$23.00 per hour (includes 30% fringe and 19% Indirect) for 240 hours over two years. Duties include social media, community engagement.

Program Manager (\$8,710) – Up to \$25 per hour (includes 30% fringe and 19% Indirect) for 230 hours over two years. Duties include event planning, community engagement, website updates.

Programming: (\$1,600) Fees for River Orientation Event includes venue rental if needed, fees for teachers.

Supplies: (\$2,000) Printing, office supplies, snacks for events, materials for Monofilament Bins.

Travel: (\$393) Mileage for travel to events, community engagement, monofilament bin and access evaluations.

	yr 1	yr 2	totals
Personnel	14,269	14,259	28,528
Fringe	5,068	5,065	10,133
Programming	800	800	1,600
Supplies	1,000	1,000	2,000
indirect	3,674	3,672	7,346
Travel	189	204	393
Total	25,000	25,000	50,000