

DULUTH TRACK WHEELCHAIR MANAGEMENT AGREEMENT BETWEEN THE CITY OF DULUTH AND HARTLEY NATURE CENTER

1. Parties

This Agreement, entered into this _____ day of _____, 2023, is by and between the City of Duluth, a municipal corporation of the State of Minnesota, (hereinafter “City”), and Hartley Nature Center, a private nonprofit organization, (hereinafter “HNC”). The City and HNC are hereinafter referred to as a “Party” or collectively as the “Parties.”

2. Purpose

The purpose of this Agreement is to describe the process by which the City will coordinate with HNC to provide a track power wheelchair (hereinafter “Trackchair”) for use by individuals free of cost at Hartley Park, located at 3001 Woodland Avenue, Duluth, MN 55803, or by transportation off site by an authorized partner organization or the City Parks & Recreation staff. HNC leases the building and a portion of the land at Hartley Park, where HNC provides environmental education programming and recreational equipment.

The City, with support from HNC, applied for and was awarded a grant to acquire a Trackchair through the Greater Minnesota Regional Parks and Trails Commission (GMRPTC) under the Connecting People to the Outdoors grant program, contract attached as Exhibit A. The Trackchair will be housed in HNC, which is an ideal location because of Hartley Park’s designation as a regionally significant park by GMRPTC, and HNC’s ability to facilitate the community connections and rental process for the Trackchair. Because the Trackchair will be owned by the City, housed at HNC, and HNC staff will have a critical role in the Trackchair’s day-to-day care, this Agreement will describe each parties’ roles and responsibilities to ensure the success of Trackchair programming.

3. Term and Termination

- A. Effective Date: Upon execution by both parties.
- B. Expiration Date: June 30, 2026, with the opportunity for renewal for additional three-year terms by written consent of the Authorized Representatives as defined in Section 6 of this Agreement or their successors in office.
- C. Either Party may terminate this Agreement upon 60 days written notice.

4. City Responsibilities

- A. The City, as the awardee under the GMRPTC grant, will be responsible for all management of the grant, including reporting requirements.
- B. The City, as owner of the Trackchair, will be responsible for any maintenance needs associated with the Trackchair including replacement of damaged parts or supportive components, and replacement of batteries or components that reach the end of their useful life. All costs associated with the Trackchair maintenance will be the sole responsibility of the City, except those caused by HNC staff or volunteer’s intentional or negligent damage of the chair, damage resulting from HNC staff or volunteer’s failure to follow manufacturer instructions, or HNC’s failure to store the Trackchair in accordance with the terms of the agreement.
- C. The City will provide a web-based reservation system for users and partner organizations to make reservations for use of the Trackchair. The reservation process

- will include a waiver of liability that the users will be required to sign, and the waiver will incorporate both the City and HNC. The City will provide HNC with access to the reservation system to ensure HNC staff are able to see information about the reservations including when the Trackchair has been reserved, the name of the user, and status of waiver completion.
- D. The City will manage the reservation process and coordinate with HNC, partner organizations, Duluth Parks and Recreation programming staff, and any GMRPTC facilities that will borrow the Trackchair or use it for their respective programs. Coordination will include ensuring that the reservation calendar is up to date and availability is accurately conveyed.
 - E. If the Trackchair ceases function while a user is out on the trails at Hartley, HNC staff may reach out to Park Maintenance for assistance retrieving the chair. Response times will vary based on Park Maintenance staff workloads.
 - F. The City will be responsible for securing necessary user group agreements with partner organizations and maintaining necessary documentation. The City will provide HNC with a list of approved user groups that have successfully completed the agreement process and are permitted to remove the Trackchair from the Hartley Park premises.
 - G. City will be responsible for collection of participation data through the City-managed reservation system.
 - H. City will promote and market the availability of the chair within its marketing avenues.

5. HNC Responsibilities

- A. HNC will ensure the Trackchair is stored securely in the interior of the building in a location where it can be charged and readily available for users.
- B. The Trackchair will be available when HNC is open to the public, which is typically between 9:00 a.m. – 4:00 p.m. Monday through Friday. Hours may vary seasonally and HNC will provide dates of known closures to the City so that the closures can be incorporated into the reservation system. If an unanticipated closure occurs, HNC will notify the City and communicate any necessary reservation cancellations to users.
- C. HNC will provide City staff with an option for afterhours return options if needed due to the timing of Parks and Recreation programming.
- D. HNC will facilitate the reservation process by making it available to users or partner organizations and providing a brief introduction to the Trackchair's controls, if requested by the user. The City will provide information about the Trackchair operation to users and partner organizations during the reservation process. HNC will ensure its staff and volunteers that facilitate the reservation process understand the safe operation of the Trackchair, and can provide necessary instruction on its operation to users.
- E. HNC is required to ensure a waiver has been completed by any user of the Trackchair, such as through a confirmed reservation and/or the list of approved user group(s). If a user requests use of the Trackchair without a prior reservation, HNC staff will provide the user with the waiver and/or inform them of the reservation process.
- F. HNC will not, under any condition, physically assist with transfers of users from their personal assistive equipment to the Trackchair. During the reservation process, the

City will ensure it is explicitly stated as a condition of the reservation that neither City nor HNC staff will assist with transfers to the Trackchair. If a user requests HNC assistance for any reason, including being unable to transfer themselves or not having an individual with them that can assist with their transfer, HNC will remind the user of this condition.

- G. HNC will be the primary contact for users for the duration of their reservation. The phone number for HNC will be affixed to the Trackchair. If the Trackchair gets stuck or ceases operation, HNC staff will provide assistance to the user, including contacting emergency services as necessary and communicating with the City to request Trackchair retrieval.
- H. When the Trackchair is returned after use, HNC will perform a visual inspection to ensure it is clean, is in good condition, and is plugged in and charging properly. If the Trackchair is returned by a user with dirt or debris on the equipment, HNC staff will clean it.
- I. HNC will perform weekly inspections of the Trackchair, including operating the controls and comfort adjustments, and visually inspecting the condition of the seat, seatbelt, tracks, and batteries. If there are any problems identified during an inspection or otherwise reported to HNC that affects the Trackchair's operation, HNC will communicate the problems to the City in a timely manner.
- J. HNC will inform groups or organizations attending HNC educational programming of the Trackchair's availability. If an attendee requests use of the Trackchair, HNC will complete the reservation process and/or provide the requestor with information about the reservation process. The individual or organization that completes the reservation process will be the responsible party in the use agreement.

6. Authorized Representatives

- A. The City's Authorized Representative is Alicia Watts, 411 West 1st Street, Duluth, MN 55802, awatts@duluthmn.gov, 218-730-4300, or designee.
- B. HNC's Authorized Representative is Tom O'Rourke, 3001 Woodland Ave, Duluth, MN 55803, director@hartleynature.org, 218-724-6735, or designee.

7. Third Party Claims

Each party will be responsible for its own acts and behavior and the results thereof. If any claim or cause of action is asserted against a party in connection with the performance of this Agreement, that party will promptly notify the other party of the claim or cause of action. The parties will reasonably cooperate with each other in the defense of claims and causes of action arising out of the performance of this Agreement. The liability of the City is limited to the extent set forth in Minnesota Statutes Chapter 466.

8. Assignment

The Parties will not assign or transfer any right or obligation under this Agreement without the prior written approval of the other party.

9. Independent Contractor

This Agreement is not intended nor should it be construed in any manner as creating or establishing the relationship of agents, partners, joint ventures or associates between the Parties or as constituting HNC as the employee of the City for any purpose or in any manner.

10. Choice of Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located in St. Louis County.

11. Entire Agreement and Amendment

This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. 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.

12. Notices

Notice to City or Contractor provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth:	City of Duluth Attn: Alicia Watts Room G40 City Hall 411 West First Street Duluth, MN 55802
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HNC:	Hartley Nature Center Attn: Tom O'Rourke 3001 Woodland Avenue Duluth, MN 55803
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13. 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.

14. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. 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.

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

CITY OF DULUTH MINNESOTA

HARTLEY NATURE CENTER

By: _____
Emily Larson, Mayor

By: _____
Tom O'Rourke, Executive Director

Date: _____

Date: _____

Attest:

By: _____
Ian B. Johnson, City Clerk

Date: _____

Countersigned:

Josh Bailey, City Auditor

Approved as to form:

Rebecca St. George, City Attorney



**STATE OF MINNESOTA
GRANT CONTRACT AGREEMENT
GMRPTC23-28**

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources ("STATE") and City of Duluth, 411 West 1st Street, Duluth, MN 55802 ("GRANTEE").

Recitals

1. Under Minn. Stat. 84.026, the Commissioner of Natural Resources is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed natural resources services by the department.
2. Under Minn. Laws 2021, 1st Special Session, Chapter 2, Article 3, Section 3b, the State has allocated funds for grants for parks and trails of regional significance outside of the seven county metropolitan area under Minn. Stat. 85.535.
3. The Grantee has made application to the State for a portion of the allocation for the purpose of conducting the project entitled Connecting People to the Outdoors Track Wheelchair.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract 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.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective Date*

April 27, 2023, Notwithstanding Minnesota Statutes, section 16A.41, the Commissioner may make payments for otherwise eligible grant-program expenditures that are made on or after the effective date of the appropriation. No payments will be made to the Grantee until this grant contract is fully executed.

1.2 *Expiration Date*

June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms*

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property Rights; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue, 15. Data Disclosure, 20. Resource Management and Protection.

2 Grantee's Duties

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

Comply with required grants management policies and procedures set forth through Minn. Stat.16B.97

Subd. 4 (a) (1) and comply with Attachment A, Project Budget, which is incorporated and made a part of this contract.

The Grantee agrees to complete the project in accordance with the approved budget to the extent practicable and within the project period specified in the grant contract. Any material change in the scope of the project, budget or completion date shall require prior written approval by the State.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 Consideration

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid for all services performed pursuant to this grant contract not to exceed \$14,280.00.

(b) Matching Requirement

Grantee certifies that the following matching requirement for the Grant will be met by Grantee. The total project cost is \$14,780.00. The Grantee agrees to provide a nonstate cash match of a least \$500.00.

(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 \$14,280.00.

4.2 Payment

The State will promptly pay the Grantee after the Grantee presents a payment request and required expenditure documentation for the services actually performed and the State's Authorized Representative accepts the documentation. Invoices must be submitted timely and according to the following schedule: Upon completion of services or up to four requests during the contract period. A final reimbursement of no more than 10% may be withheld until final completion of services.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. 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.

(b) The grantee must not contract with vendors who are suspended or debarred in Minnesota: <https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

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5 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.

6 Authorized Representative

The State's Authorized Representative is Audrey Mularie, Grants Specialist Coordinator, Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155, audrey.mularie@state.mn.us, 651.259.5549, or her 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 will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Allison Brooks, Parks Project Technician, City of Duluth, 411 West 1st Street, Duluth, MN 55802, abrooks@duluthmn.gov, or her successor. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments 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, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the provision or the State's right to enforce it.

7.4 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, whether written or oral, may be used to bind either party.

8 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's 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. Nothing herein shall be deemed a waiver by the Grantee of the limits on liability set forth in Minn. Stat. § 466.04 or a waiver of any available immunities or defenses. The Grantee's obligation to hold and save the Grantor harmless shall be limited by the limitations on liability set forth in Minn. Stat. § 466.04, as amended from time to time.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, 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 State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, 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 shall comply with applicable law.

10.2 Intellectual Property Rights

(A) *Intellectual Property Rights*. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created, or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) *Obligations*

1. *Notification*. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the

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Grantee, including its employees and subcontractors, in the performance of this contract, 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.

2. *Representation.* The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, 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 or Documents infringe 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 or Documents 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.

11 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.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes 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. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Signage

Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement.

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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.

14 Termination

14.1 *Termination by the State*

The State may immediately terminate this grant contract agreement with or 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.

14.2 *Termination for 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 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.

16 Non-Discrimination Requirements

No person in the United States must, 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; 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.
- b) 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.
- c) 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.

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- d) 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.
- e) Any other applicable non-discrimination law(s).

17 Americans with Disabilities Act and Final Guidelines for Outdoor Developed Areas

The Grantee shall construct, operate, and maintain all facilities and programs in compliance with all state and federal accessibility laws, regulations, and guidelines including the Final Guidelines for Outdoor Developed Areas. Information on compliance with the Americans with Disabilities Act is available at U.S. Access Board.

18 Reporting

The Grantee shall submit a progress report, in a form prescribed by the State, by January 1 of each year during the term of this grant contract. A final report must be submitted with the request for final reimbursement. Forms will be provided by the State.

19 Inspections

The State's authorized representatives shall be allowed, at any time, to conduct periodic site visits and inspections to ensure work progress in accordance with this grant contract, including a final inspection upon project completion. Following closure of the project, the State's authorized representatives shall 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 Resource Management and Protection

The Grantee shall protect, manage, and maintain, or cause to maintain, the property acquired and/or developed pursuant to this grant contract. Properties shall be kept reasonably safe for public use, if applicable. All state and federal accessibility laws, regulations and standards shall be adhered to. Vegetation management and similar safeguards and supervision shall be provided to the extent feasible. Buildings, roads, trails and other structures and improvements, if any, shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration.

The Grantee shall keep the facility open to the general public at reasonable hours and at times of the year consistent with the purpose and type of use of the property and appropriate management and protection of natural resources.

21 Invasive Species Prevention

Grantees and subcontractors shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.

If the equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by Grantee furnished tool or equipment (brush/broom, compressed air, or pressure washer) at the staging area. The Grantee or subcontractor shall dispose of material cleaned from equipment and clothing at a location determined by the Grantee or their representative. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

22 Conflict of Interest

It is the policy of the State to work to deliberately avoid actual and potential conflict of interests related to grant making at both the individual and organizational levels.

A conflict of interest (actual or potential) 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 which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it.

The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

23 Minnesota Historical Sites Act and Minnesota Field Archaeology Act

For projects involving land acquisition and/or construction, the State Historic Preservation Office must review the project to determine if the site is a potential location for historical or archeological findings. If the State Historic Preservation Office determines that a survey is required, the survey would need to be completed prior to any site disturbance for development projects and prior to the final reimbursement of the grant funds for acquisition projects.

24 Ineligible Expenses

Ineligible expenses are items that may not be funded by the grant or included as part of the local match. Including, but not limited to:

1. Expenses incurred on land not owned by the Grantee except trails on land for which the Grantee owns an interest lasting at least 20 years sufficient to ensure the facility will be maintained and operated for outdoor recreation.
2. Projects within state parks, state recreation areas and state trails.
3. Administration expenses including:
 - Appraisals
 - Closing Costs
 - Boundary Surveys
 - Archeological Surveys
4. Design and engineering expense in excess of 10% for park projects and 20% for trail projects.
5. Facilities not available for public use.
6. Acquisition of land already in public ownership.
7. Legal fees.
8. Memberships, Overhead, Insurance, Fund raising.
9. Volunteer or donated labor.
10. Bad debt, interest, or contingency funds.
11. Lobbyists or political contributions.
12. Condemnation costs.
13. Wages and expenses of grant recipient's employees.
14. Entertainment or gifts.
15. Advertising expenses.
16. Office rental costs and overhead.

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17. Any expenditure that occurs outside the dates of the grant contract.

25 Conservation Corps Minnesota

The Grantee must give consideration to contracting with Conservation Corps Minnesota for contract restoration and enhancement services.

26 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stat. 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: [Link to December 2014 version](#).

27 Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligation is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

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1. STATE ENCUMBRANCE VERIFICATION

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

16A.15 DocuSigned by:

Signed: Karen Potvin
63F8E77967A34A8...

Date: May 12, 2023

3. STATE AGENCY

DocuSigned by:
By: Linda Erickson-Eastwood
3694D52445D1471...
(with delegated authority)

Title: Division and Fiscal services Unit Manager

Date: May 24, 2023

SWIFT Contract/PO No(s). 228987/PO# 3000230020

2. GRANTEE

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

DocuSigned by:
By: Emily Larson
36F2E828ED714AA...

Emily Larson, Mayor

Date: May 23, 2023

DocuSigned by:
By: Ian Johnson
EE8826A1AA3F42B...

Ian B. Johnson, City Clerk

Date: May 24, 2023

Countersigned:
DocuSigned by:
Josh Bailey
3DCC8A80CCF8D1...

Josh Bailey, City Auditor

Approved as to form:
DocuSigned by:
Terri Lehr
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Terri Lehr, Deputy City Attorney

Distribution:
Agency
Grantee
State's Authorized Representative



City of Duluth

411 West First Street
Duluth, Minnesota
55802

Certified Copy

Resolution: 23-0383R

File Number: 23-0383R

RESOLUTION AUTHORIZING ACCEPTANCE OF A CONNECTING PEOPLE TO THE OUTDOORS TRACK WHEELCHAIR GRANT IN THE AMOUNT OF \$14,280 THROUGH THE GREATER MINNESOTA REGIONAL PARKS AND TRAILS COMMISSION TO EXPAND RECREATIONAL ACCESS TO DULUTH PARKS AND TRAILS

CITY PROPOSAL:

BE IT RESOLVED, that the proper City officials are hereby authorized to accept and execute a Greater Minnesota Regional Parks and Trails Commission grant contract agreement with the Minnesota Department of Natural Resources, substantially in the form attached hereto as Exhibit A, for funding not to exceed \$14,280, with said funds to be deposited into fund 205-130-1219-4220-01 (Parks Fund - Community Resources - Parks Operating - State of Minnesota Capital) to fund the purchase of a track wheelchair.

FURTHER RESOLVED, the City of Duluth has the legal authority to accept these funds and the financial, technical, and managerial capacity to ensure proper maintenance of the track wheelchair.

FURTHER RESOLVED, the required match of \$500 will be provided from the Parks Fund.

FURTHER RESOLVED, the Duluth City Council names the fiscal agent for this project as Jen Carlson, City of Duluth Finance Director, 411 West 1st Street, Duluth, Minnesota 55802.

This Resolution was adopted unanimously.

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 5/8/2023, 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.

Ian B Johnson

05/10/2023
Date Certified

Attachment A - Project Budget

Recipient: City of Duluth

Grant: GMRPTC23-28 Connecting People to the Outdoors

Grant Amount: \$14,280

Local Match: \$500

Total Cost: \$14,780

Project Scope

Purchase a tract wheelchair to be used in the regional park and trail system.

Notes / Conditions

Project Component	Cost
Tract Wheelchair	\$14,780
Total Cost	\$14,780