

**CONSERVATION PARTNERS LEGACY GRANT PROGRAM
ENCUMBRANCE WORKSHEET**

City of Duluth/ Restoring Riparian Uplands on Impaired Streams

State Accounting information:

SWIFT Contract Doc. Type: _____ SWIFT Contract #: 171364
 SWIFT Contract Line # (Annual Plans): _____ SWIFT Purchase Order #: 3000165690

| | | | | |
|-----------------------------------------|--------------------------------------|-------------------------------------|--------------------------------------------|-----------------------------------|
| Agency: R2901 | Submitted By: Kathy Varble | Origin: A24 | Vendor #: 0000197681 | Category Code: 84101501 |
| Total Amount of Contract for ALL years: | \$30,385 | | Total Amount of Contract: \$ 30,385 | For FY: 20 |
| Total Amount of Contract: | For FY: | Total Amount of Contract: \$ | For FY: | |

Contract Start Date: Upon Execution Speedchart Name: _____
 Contract Expiration Date: June 30, 2023 Speedchart Number: _____

Grantee Name and Address: City of Duluth
411 W 1st St
Duluth, MN 55802

- Did you remember to:
- Check for debarred vendor? Yes No
- Check for annual plan limit? Yes No
- Work on state lands? Yes No

PO Reference: **KV-FY20 CPL Restoring Riparian Uplands on Impaired Streams**

Description: **FY2020 ECP 2; City of Duluth, Restoring Riparian Uplands on Impaired Streams. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.**

Statewide/ Agency Reporting Funding String

| Line | Budget/ Bond Year | Amount | Fund | FinDeptID | AppropID | Account | Statewide Cost | Agency Cost 1 | Agency Cost 2 |
|----------|----------------------|-----------------|-------------|-----------------|----------------|---------------|-------------------|------------------|------------------|
| 1 | 20 | \$30,385 | 2300 | R2936725 | R296423 | 441352 | | 2W205 | |
| | | | | | | | | | |

Project/ Grant Reporting Funding String

| Line | PC Business Unit | Project | Activity | Source Type | Category | Sub-Category |
|------|---------------------|---------|----------|-------------|----------|--------------|
| | | | | | | |
| | | | | | | |

State Accounting Information PO Number: _____

This page intentionally left blank

STATE OF MINNESOTA
CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT
City of Duluth/ Restoring Riparian Uplands on Impaired Streams

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

Recitals

1. Under Minnesota Laws 2019, First Special Session, Chapter 2, Article 1, Section 2, Subd. 5(p), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. 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

1 Term of Grant Contract

- 1.1 **Effective date:** The date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** **June 30, 2023**, 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: 2.4. Signage; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

2 Duties

Grantee's Duties

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

- 2.1 Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2019, First Special Session, Chapter 2, Article 1, Section 2, Subd. 5(p), and MN Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2018 Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf.
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.
- 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must

be submitted prior to or with the request for final payment.

- 2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.
- 2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

State's Duties

- 2.9 To provide Grantee up to \$30,385 for the costs incurred for the completion of the Project.
- 2.10 For grants over \$50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over \$250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

3 Time

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

4 Project Requirements

- 4.1 **Vegetation Requirements.** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.
- 4.2 **Invasive Species Prevention.** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee/contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee/contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. 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.

The grantee/contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

- 4.3 **Project Sites.** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.
- 4.4. **Restoration and Management Plan.** Hereinafter known as R&M Plan.
 - (a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.

(b) The R&M plan shall be prepared on a form provided by the State's Authorized Representative.

4.5 **Timely written contact of Conservation Corps Minnesota.** All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.

4.6 **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 Minnesota Statutes, section 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: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf.

4.7 **Prescribed Burning on State Lands.** For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribedBurn_Handbook2010.pdf.

4.8 **Revenues.** Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

6 Consideration and Payment

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

(a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

(b) **Travel Expenses.** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$293; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$30,385.

6.2 Payment

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **4 pm local time, July 25, 2023**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:

http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf

(b) **Hold Back.** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and satisfactory to the State and LSOHC.

(c) **Direct Expenditures.** Grant and match funds may only be used for the eligible direct expenditures as

described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

(d) **Match Requirements Met.** All match requirements must have been fulfilled by the Grantee prior to final payment by the State.

(e) **Federal Funds.** No Federal funds will be used.

6.3 **Work assigned to the State.** The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

6.4 Contracting and Bidding Requirements.

(a) **Municipalities.** Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

i. If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).

ii. If the amount of the contract is estimated to cost between \$25,000 and \$174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

iii. If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).

(b) **Nonprofit Organizations.**

i. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

ii. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.

iii. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
- Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program

v. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(c) **Support documentation.** Documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable, for both municipalities and nongovernmental organizations.

(d) **Prevailing wage.** For any project that includes construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at <http://www.dli.mn.gov/LS/PrevWage.asp>. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Grant recipient is solely responsible for payment of all required prevailing wage rates.

(e) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

7 Conditions of Payment

All services provided by the Grantee under this grant contract 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.

8 Payment Procedures

8.1 **Documentation Requirements.** To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

9 Authorized Representative

The State's Authorized Representatives:

| |
|----------------------------|
| Kathy Varble |
| CPL Program Coordinator |
| 500 Lafayette Road Box #20 |
| St. Paul, MN 55155 |
| 651-259-5216 |
| kathy.varble@state.mn.us |

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative(s) are:

| | |
|------------------------|-----------------------|
| Project Manager | Fiscal Contact |
| Diane Desotelle | Wayne Parsons |

| | |
|-------------------------------|-----------------------|
| Natural Resources Coordinator | CFO |
| 411 W 1st St | 411 W 1st St |
| | |
| Duluth, MN 55802 | Duluth, MN 55802 |
| ddesotelle@duluthmn.gov | Cparsons@duluthmn.gov |
| 218-730-4329 | 218-730-5350 |

If the Grantee’s Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

10 Assignment, Amendments, Waiver, and Grant Contract Complete

- 10.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 10.2 **Amendments.** Any amendment to this grant contract 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.
- 10.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State’s right to enforce it.
- 10.4 **Grant Contract Complete.** This grant contract 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.

11 Liability and Insurance

- 11.1 **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 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.
- 11.2 **General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee’s project, as described in the FY2020 *Conservation Partners Legacy Grant Program Request for Proposal*, which is incorporated into this grant contract by reference.
- 11.3 **Worker’s 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 In the Event of a Lawsuit

- 12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 12.2 Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

13 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 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, receipt and approval of all final reports, or the required period of time to satisfy all

state and program retention requirements, whichever is later.

14 Government Data Practices and Intellectual Property Rights

14.1 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. 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.

14.2 Intellectual Property Rights.

(a) **Intellectual Property Rights.** All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests 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 Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. **Representation:** The Grantee shall 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 Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, 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 and Documents infringe upon the intellectual property rights of others. The Grantee shall 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 shall, 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 and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) **Uses of the Works and Documents.**

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.

(d) **Possession of Documents.**

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 Data Compatibility and Availability Requirements

15.1 **Data Compatibility.** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.

15.2 **Data Availability.** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

16 Publicity, Advertising and Endorsement

16.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. 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.

16.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

17 Governing Law, Jurisdiction, and Venue

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

18 Accessibility and Safety

18.1 **Accessibility.** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>.

18.2 **Safety.** All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

19 Subgrantees/ Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another

entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee. Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf as applicable.

20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16B.121. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16B.122.

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

21.1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

22 Termination

22.1 **Termination by the State.** The State may immediately terminate this grant contract 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.

22.2 **Termination for Cause.** The State may immediately terminate this grant contract 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.

23 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.

24 Use of Funds for Match or Reimbursement

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

(a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

(b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

25 Conflict of Interest

Under the Minnesota Department of Administration's Office of Grants Management Conflict of Interest Policy for State Grant Making (available at http://mn.gov/admin/images/grants_policy_08-01.pdf) and other applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

State Accounting Information PO Number: _____

**1. STATE ENCUMBRANCE
VERIFICATION**

3. STATE AGENCY

*Individual certifies that funds have been encumbered
as required by Minn. Stat. '§ 16A.15 and 16C.05.*

By: marydaveille

Date: 1-16-20

Purchase Order Number:

3000165690

Contract #: 171364

3. DEPARTMENT OF NATURAL RESOURCES

By: _____
with delegated authority

Name: David Olfelt

Title: Director, Division of Fish and Wildlife

Date: _____

2. GRANTEE

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

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____



DEPARTMENT OF NATURAL RESOURCES

DIVISION OF FISH AND WILDLIFE CONSERVATION PARTNERS LEGACY GRANT

Revision: 20191104

Data Date: December 20, 2019

PROJECT CONTACT

Project Name: Restoring Riparian Uplands on Impaired Streams
Organization Name: City of Duluth
Organization Type: Government
Mailing Address 1: 411 W 1st St
City, State ZIP Code: Duluth, MN 55802

Project Manager: Diane Desotelle
Title: Natural Resources Coordinator
Phone: 218-730-4329
Email: ddesotelle@duluthmn.gov

PROJECT OVERVIEW

Sites / Location

County Name: St. Louis
Project Site Name: Amity and Kingsbury Creeks
Total Project Sites: 2
Total Project Acres: 68

Land Ownership

Primary Land Ownership: Local Government
Additional Land Ownerships: (N/A)

Habitat

Primary Type: Fish, Game or Wildlife Habitat
Additional Types: (N/A)

Activities

Primary Activity: Restoration
Additional Activities: (N/A)

PROJECT FUNDING SUMMARY

Grant Type: (N/A)
Grant Request Level: (N/A)
Total Grant Amount Requested: \$30,385
Total Match Amount Pledged: \$11,140
Additional Funding Amount: \$0
Total Project Cost: \$41,525

PROJECT SUMMARY

Site 1: Amity Creek, a designated trout stream, experienced considerable damage in the June 2012 flood: stream was aggraded (a large amount of coarse sediments was deposited) causing additional bank instability and poor stream habitat. South St. Louis Soil and Water Conservation District (District) and the City of Duluth both undertook stream channel restoration activities moving the creek away from the sloughing high bank, creating floodplain benches, and installing riffles and pools at appropriate spacing and depth to create a stable channel. Access roads were built from Seven Bridges Road through the forest. The District restored their access routes with larger conifers that ultimately improved the woods and Lester Park. The forest restoration on the City access roads was not successful and the access roads remain barren of trees and forbes, increasing insolation and runoff. Restoration will achieve multiple objectives including reduction of sediment in the river and reduced stream heating. This area is in a high profile public setting that presents a significant outreach opportunity about restoration and what could be accomplished in other streams.

Site 2: 1.3 riparian miles along Kingsbury Creek, a designated trout stream. Projects to remediate and restore aquatic habitats at Kingsbury Creek and Bay are underway via the Minnesota Department of Natural Resources. This project complements the DNR restoration efforts and expands the Kingsbury Creek upland restoration efforts the City of Duluth and CA Duluth began with a 2017 grant from the EAP to control invasives and two state grants to restore habitat. Leveraging funds and collaboration will ensure this restoration project builds on work to date, is implemented efficiently, and attains the broadest possible outputs and outcomes including protection, enhancement and restoration.

PROBLEM STATEMENT

Methods

PROBLEM STATEMENT (Continued)

Site 1- Amity. Restoration of the access roads will include 275 (125 1" caliper, 150 size 10 plug) White Cedar, White Pine, Paper Birch, American Elm, Black Willow (or any comparable one), and Balsam Fir. If one or more of the previous are unavailable, two additional species that will be used are White Spruce and Red Oak. Stream Corps will plant 75 shrubs as well that include: Red Osier Dogwood, Elderberry, Alder, and Chokecherry. Trees and shrubs will be caged, mulched and have a weed mat.

Site 2 - Kingsbury. Honeysuckle, Glossy buckthorn, and Common buckthorn will be retreated every three years is most financially effective. Stream Corps will utilize chainsaws for buckthorn stem removal. Volunteer will use loppers to remove smaller diameter re-sprouts and new stems. Best practice indicates disposal of buckthorn on-site to prevent further spread the plant to new habitats.. Retaining the waste on-site will provide nutrients for the forest over the next 5 years. Control acres will be broken into smaller zones to maximize impact and lessen the chances for missed stems. Cutting will start on the edges of the zones and work into the interior, cutting off any avenues for the buckthorn or honeysuckle to escape each zone. The sawyer will fell the trees outward, creating a walkway for sprayers following behind and maximizing visibility of the stumps. The width of the cuts for each line will be kept to about 4-6 feet to help the sprayers locate stumps. Cuts are generally made 3-6 inches above the ground to increase treatment effectiveness. No spray will be used within 10 feet of open water. Crewmembers with backpack sprayers will follow the sawyer and treat the stumps with the herbicide mixture. Garlon 3A and Hi-light Dye Liquid are dripped over the entire cut surface of the stump. Two spayers follow one sawyer to avoid missing stumps and allow the sawyer to move at a faster pace.

PROJECT OBJECTIVES

Duluth contracts with Stream Corps, a program of Community Action Duluth, which utilizes a Conservation Corps model to carry out restoration projects in the St. Louis River and the South Lake Superior watershed. Stream Corps builds marketable job skills for individuals with barriers to employment, while simultaneously enhancing habitat and biodiversity. The City provides match dollars as well as materials, supplies and equipment, oversight and access to city land. As a non-profit, CA Duluth has no guaranteed revenue stream and relies on grants and donations. While the city has funds to purchase nursery stock, staff is at capacity and without these funds, the City will be unable to support Stream Corps to implement the restoration work.

METHODS

(N/A)

EXPERIENCE / ABILITIES

(N/A)

PROJECT TIMELINE

| Time Frame | Goal |
|------------------|-----------------------------------------|
| Winter 2020 | Notification |
| Jan- May 2020 | Restoration plan complete |
| April- June 2020 | Planting begins |
| Jul - Sept 2020 | Retreatment of invasives |
| Oct Dec 2020 | Retreatment of invasives - flliar spary |
| 2021 throughout | On going monitoring |

Estimated Project Completion Date: 2020-12-31

PROJECT INFORMATION

1. Describe the degree of collaboration and local support for this project.

(N/A)

2. Describe any urgency associated with this project.

(N/A)

CONSERVATION PARTNERS LEGACY GRANT Attachment A: Work Plan

PROJECT INFORMATION *(Continued)*

3. Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.

(N/A)

4. Describe public access at project site for hunting and fishing, identifying all open seasons.

(N/A)

5. Discuss use of native vegetation *(if applicable)*.

(N/A)

6. Discuss your budget and why it is cost effective.

(N/A)

7. Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.

(N/A)

BUDGET INFORMATION

Organization's Fiscal Contact Information

Name: Wayne Parsons
 Title: CFO
 Email: Cparsons@duluthmn.gov
 Phone: 218-730-5350

Street Address 1: 411 W 1st St
 City, State ZIP Code: Duluth, MN 55802

Budget Details

Contracts

| Contractor Name | Contracted Work | Amount | Grant/Match | In-kind/Cash |
|-----------------|------------------------|----------|-------------|--------------|
| Stream Corps | Planting and treatment | \$19,386 | Grant | (N/A) |

Travel (in-state)

| Item | Description | Amount | Grant/Match | In-kind/Cash |
|-------------------------------|--------------------------------|--------|-------------|--------------|
| In state to and from projects | (500 miles/year x \$0.585/mile | \$293 | Grant | (N/A) |

Equipment/Tools/Supplies

| Item | Purpose | Amount | Grant/Match | In-kind/Cash |
|---------------------|------------------------|---------|-------------|--------------|
| Data plan | Recording work done | \$46 | Grant | (N/A) |
| Gator cover | maintenance | \$150 | Match | In-Kind |
| Knotweed herbicide | Herbicide | \$100 | Grant | (N/A) |
| Trailers | supplies and equipment | \$3,600 | Match | In-Kind |
| Treatment equipment | Crew supplies | \$1,830 | Match | In-Kind |
| Trees | Restoration | \$3,500 | Match | Cash |
| Trees | Restorataion | \$7,435 | Grant | (N/A) |

Additional Budget Items

| Item | Purpose | Amount | Grant/Match | In-kind/Cash |
|---------------|--------------------|---------|-------------|--------------|
| Crew training | chainsaw/herbicide | \$1,100 | Match | In-Kind |
| Gravel bed | storage | \$960 | Match | In-Kind |
| Indirects | grant mangement | \$2,064 | Grant | (N/A) |

CONSERVATION PARTNERS LEGACY GRANT Attachment A: Work Plan

BUDGET INFORMATION (Continued)

Additional Budget Items (Continued)

| <u>Item</u> | <u>Purpose</u> | <u>Amount</u> | <u>Grant/Match</u> | <u>In-kind/Cash</u> |
|---------------------------|----------------|---------------|--------------------|---------------------|
| Maintenance and insurance | Equipment care | \$221 | Grant | (N/A) |
| Occupancy | workspace | \$840 | Grant | (N/A) |

Additional Funding

Additional Funding Amount: \$0

Budget Overview

| <u>Item Type</u> | <u>Grant</u> | <u>Match</u> | <u>Total</u> |
|------------------------------|-----------------|-----------------|-----------------|
| Personnel | - | - | - |
| Contracts | \$19,386 | - | \$19,386 |
| Fee Acquisition with PILT | - | - | - |
| Fee Acquisition without PILT | - | - | - |
| Easement Acquisition | - | - | - |
| Easement Stewardship | - | - | - |
| Travel (in-state) | \$293 | - | \$293 |
| Professional Services | - | - | - |
| DNR Land Acquisition Cost | - | - | - |
| Equipment/Tools/Supplies | \$7,581 | \$9,080 | \$16,661 |
| Additional Budget Items | \$3,125 | \$2,060 | \$5,185 |
| Totals: | \$30,385 | \$11,140 | \$41,525 |

SITE INFORMATION

You may group your project sites together as long as land ownership, activity and habitat information is the same for the land manager.

Land Manager

Name: Jim Filby Williams

Organization: City of Duluth

Title: Director of Public Administration

Phone: 218-730-5319

Email: jfwilliams@duluthmn.gov

Site Information

Habitat: Fish, Game or Wildlife Habitat

Activity: Restoration

Land Ownership:

Local Government

(1) **Site Name:** Amity Creek and Kingsbury Creek

DOW Lake #: (N/A)

Acres: 68

PLS Section: Township - 51, Range - 13W, Section - 32

Open to Public Hunting?

Yes - some

Open to Public Fishing?

Yes - all

NATURAL HERITAGE DATABASE REVIEW

Natural Heritage elements were found within my project site(s): Yes

Natural Heritage Sites and Managers: (N/A)

Natural Heritage Elements: (N/A)

NATURAL HERITAGE DATABASE REVIEW (Continued)

Natural Heritage Mitigation: This is the second treatment on these sites. Stream Corps worked with the Land Manger to identify the location of these species and has aplan to protect or avoid them.

| | | | | | |
|---------------------------|---------------------------|------------|--------|------------------|---------------|
| Claytonia caroliniana | Carolina Spring-beauty | Botanical | PDPOR | Caryophyllales | Portulacaceae |
| Sparganium glomeratum | Clustered Bur-reed | Botanical | PMSPA | Typhales | Sparganiaceae |
| Torreyochloa pallida | Torrey's Manna-grass | Botanical | PMPOA | Cyperales | Poaceae |
| Actaea pachypoda | White Baneberry | Botanical | PDRAN | Ranunculales | Ranunculaceae |
| Carex pallescens | Pale Sedge | Botanical | PMCYP | Cyperales | Cyperaceae |
| Hudsonia tomentosa | Beach-heather | Botanical | PDCIS | Violales | Cistaceae |
| Stream process (holocene) | Stream Process (Holocene) | Ecological | | | |
| Acipenser fulvescens | Lake Sturgeon | Zoological | VFACIP | Acipenseriformes | Acipenseridae |

ATTACHMENTS

Additional Documentation

Attach additional documentation as applicable using the appropriate cagteories below. If you exceed the size limit while uploading, contact CPL Grant staff to discuss your options.

Letter of Support

| File Name | Description |
|-------------------------------|--------------------|
| CA_Duluth_Support_letters.pdf | Support letters |

Photo

| File Name | Description |
|----------------------------|--------------------|
| CA_Duluth_Amity_Photos.pdf | Amity Photos |

Engineering/Survey/Design Plan

| File Name | Description |
|--------------------------|--------------------|
| CA_Duluth_Site_Plans.pdf | Site descriptions |

Form 990

| File Name | Description |
|--------------------------------------------|--------------------|
| Financial_Audit_Comunity_Action_Duluth.pdf | Audit |

FINAL APPLICATION SUBMISSION

- P** I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.
- P** I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to complete this project and that it will comply with all applicable laws and regulations.
- P** I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.
- P** I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.

CONSERVATION PARTNERS LEGACY GRANT Attachment A: Work Plan

FINAL APPLICATION SUBMISSION *(Continued)*

P I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this application. I have attached the required type and number of forms as necessary for this project.

P I am aware that by typing my name in the box below, I am applying my signature to this online document.

Signature: Diane Desotelle

Organization / Agency: City of Duluth

Title: Natural Resources Coordinator

Date Signed: November 18, 2019

(CPL Grant Application ID = 1619)