

Amendment # 1 for Grant Contract Agreement # 236676

Contract Start Date:	<u>September 22, 2023</u>	Total Contract Amount:	<u>\$100,000.00</u>
Original Contract Expiration Date:	<u>November 30, 2024</u>	Original Contract:	<u>\$100,000.00</u>
Current Contract Expiration Date:	<u>November 30, 2024</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Contract Expiration Date:	_____	This Amendment:	<u>\$0.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources, Division of Ecological and Water Resources, and Minnesota’s Lake Superior Coastal Program (“STATE”) and City of Duluth, 411 West 1st Street, Duluth MN 55802 (“GRANTEE”).

Recitals

- Under Coastal Zone Management Administration Awards, U.S. Department of Commerce; National Oceanic and Atmospheric Administration, CFDA 11.419, NA23NOS4190213, the State received a federal award on July 1, 2023 for Implementation of Minnesota’s Lake Superior Coastal Program (Attachment A, attached and incorporated into this grant contract agreement).
- The State has a grant contract agreement with the Grantee identified as 236676 to provide services for Minnesota’s Lake Superior Coastal Program’s FFY23 Task 306A-1: Forest Hill Acquisition.
- The State and Grantee have agreed that acquiring parcels from the Park Hill Cemetery Board rather than the Forest Hill property is necessary for the satisfactory completion of the agreement.
- The State and the Grantee are willing to amend the original grant contract agreement as stated below.
- City of Duluth Resolution 23-#### (Attachment F, attached and incorporated into this grant contract amendment) empower the Grantee to enter into this grant contract amendment.

Grant Contract Amendment

REVISION 1. Clause 2. “**Grantee’s Duties**” is amended as follows:

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).
- Perform the duties specified in the Project Description and Budget for Task 306A-1: Park Hill Acquisition (Attachment B.1, attached and incorporated into this grant contract agreement). Attachment B.1 replaces Attachment B in its entirety.
- Complete the project within the time frame specified and in accordance with the approved budget in the grant contract agreement. Any material change in the grant contract agreement will require an amendment by the State (see Section 8.2).
- Be responsible for the administration, supervision, management, record keeping, and project oversight required for the work performed under this agreement.

- e) Maintain a written conflict of interest policy (Attachment C, attached and incorporated into this grant contract agreement). Throughout the term of this agreement, the Grantee must monitor and disclose any actual or potential conflicts of interest to the State's Authorized Representative.
- f) Ensure that all work be conducted in accordance with appropriate Federal, Tribal, state, and local laws and will follow recognized best practices for minimizing impacts to the human and natural environment.

REVISION 3. Clause 4.1 "**Consideration.**" is amended as follows:

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

- (A) **Compensation.** The Grantee will be paid \$100,000.00 according to the breakdown of costs contained in Attachment B.1.
- (B) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$0.00. The State will reimburse the Grantee for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "[Commissioner's Plan](#)" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The State will not reimburse for travel and subsistence expenses incurred outside Minnesota unless the Grantee has received the State's prior written approval for out of state travel.
- (C) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed **\$100,000.00**.
- (D) **Specific Award Condition.** The Grantee is not authorized to expend federal funds in the amount of \$100,000 until the Grantee completes all necessary due diligence tasks, including those referenced in Section 24.9(b) as well as a completed 306A Questionnaire, ~~unless the Grantee requests, and NOAA determines, the task is not applicable.~~ No NOAA funds may be expended on the acquisition until the Grantee has submitted the resulting due diligence documents to the State and NOAA has approved them.
This information must be submitted to the State by March 1, 2024. Once this Specific Award Condition has been released by NOAA and the State has notified the Grantee in writing, the Grantee is authorized to expend federal funds to complete Task 306A-1: ~~Forest Hill~~ Park Hill Acquisition, unless there are other conditions placed on the award that would restrict this expenditure of funds.
- (E) **Indirect Cost Rate.** The federal indirect cost rate for the State's federal award is 21.20%. The Grantee's indirect cost rate is 0% for this sub-award agreement. The State will accept the indirect cost rate negotiated with a federal agency, provided the agency approved the rate on or before the award end date.
- (F) **Matching Requirements.** The total project cost is ~~\$508,000.00~~ \$664,800.00. Grantee will provide at least ~~\$408,000.00~~ \$564,800.00 or 50% of project-related costs from non-federal sources, whichever is less.
- (G) **Budget Changes.** The Grantee is required to report deviations from the approved award budget. The Grantee may not create new budget categories without written approval. The Grantee must request approval for a budget change when the cumulative amount transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the State.

REVISION 5. Clause 18.3. **“Final Report.”** is amended as follows:

Final Report. The Grantee must submit a Final Report, which summarizes activities conducted during the entire award, and Products, as identified in Attachment B.1, within thirty days of expiration (see Section 1).

Except as amended herein, the terms and conditions of the Original Grant and all previous amendments remain in full force and effect.

Signatures:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

2. GRANTEE

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

Approved as to form:

City Attorney

Countersigned:

City Auditor

By:

Mayor

Attest:

City Clerk (Stamp)

Date Attested: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

Agency

Grantee

State’s Authorized Representative