

FIRST AMENDMENT TO
SUB-RECIPIENT FUNDING AGREEMENT BETWEEN
NORTHEAST MINNESOTA OFFICE OF JOB TRAINING
AND
CITY OF DULUTH
FOR THE STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
EMPLOYMENT AND TRAINING DIVISION

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
VERSO DISLOCATED WORKER SERVICES

This First Amendment, effective as of the date of attestation by the City Clerk (“Effective Date”) is by and between the CITY OF DULUTH, (the “City”) and NORTHEAST MINNESOTA OFFICE OF JOB TRAINING (the “Grantee”).

WHEREAS, the City and Grantee entered into an Agreement on or about August 31, 2020 (Approved by Resolution No. 21-0670) (City Contract No.23961).

WHEREAS, \$91,550 in additional grant funding from the State of Minnesota (the “Program Grant”), acting by and through the Department of Employment and Economic Development, Workforce Development Division (“DEED”) is available as a result of a modification to the Work Plan; and

WHEREAS the City desires to award an additional \$32,250 in grant funding to Grantee for performance of its obligations under the Agreement and extend the time of performance.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

In this First Amendment, deleted terms will be ~~struck out~~ and added terms will be underlined.

1. Section 1 AWARD. Is amended as follows:

1. AWARD. The City awards a Subgrant to Grantee in the amount of ~~Seventy-Five Thousand One Hundred-Seven Thousand Two Hundred Fifty Dollars~~ and no/100th (~~\$75,000~~) (\$107,250)

for Grantee's performance of its obligations under the Project Grant including:

A. Perform the duties specified in the PSP/Work Plan/Budget, which is attached as *Exhibit A* and incorporated into this Agreement.

B. Provide quarterly reports two weeks prior to the reporting due date and/or any other reporting required by DEED.

C. Submit invoice outlining services provided with supportive documentation to City Director as described in section 5. Examples of documentation for services include detailed receipts and timesheets.

D. Coordinate with City staff on scheduling for services and/or workshops.

E. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings or workshops.

F. Develop and maintain ongoing communication with City staff.

Notwithstanding anything to the contrary, the Grantee understands and agrees that grant fund availability is contingent on the number of eligible participants enrolled, and that any reduction or termination of the Project Grant may result in a like reduction or termination of the Subgrant. Any material change in the timeline or scope of the Project must be approved in writing by the City and DEED.

2. Section 3 TIME OF PERFORMANCE is amended as follows:

3. TIME OF PERFORMANCE. Grantee must start the Project upon execution of this Agreement and complete the Project on or before June 30, ~~2022~~2023. The City is not obligated

to pay for any Project costs incurred before the Project start date or after June 30, ~~2022~~ 2023, or any earlier termination, whichever occurs first.

3. Section 5 DISBURSEMENT is amended as follows:

5. DISBURSEMENT. The City will pay Grantee under this Agreement a total amount not to exceed ~~\$75,000~~ \$107,250 payable from Fund 268-031-6228-VERSO. Invoices may be submitted on a monthly basis or other timeframe approved in writing by the Workforce Development Director, but must be submitted at a mid-point, and at the conclusion of this Agreement. Payment for services will be sent within 45 days of receipt of invoice. A final invoice must be submitted to the City by June 30, ~~2022~~ 2023.

5. Except as specifically amended pursuant to this First Amendment, the Agreement remains in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

CITY OF DULUTH

**NORTHEAST MINNESOTA OFFICE
OF JOB TRAINING**

By _____
Mayor

By _____
Its: _____

Attest:

City Clerk
Date Attested: _____

By: _____
Its: _____

Countersigned:

City Auditor

As to form:

City Attorney